

## REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	BID DEADLINE: August 15, 2018 at 3pm EDT
RETURN TO: Submit your proposal, price envelope and this page signed and return to:	→ National Capital Commission Procurement Services 40 Elgin Street 2 <sup>nd</sup> floor Security Office Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1748

**This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of this RFSO which includes Terms of Reference, 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 four (4) duplicate copies of your technical proposal (envelope A) and one (1) price envelope (envelope B) 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 1 Fee for Service Form, and
  - c. Supplier - Direct Payment and Tax Information Form
- 1.2 Enquiries regarding this proposal must be submitted in writing to Allan Lapensée, Sr Contract Officer, via 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 rated requirements.
- 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 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the

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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 submission, or as a sub-consulting member of the team.

- 1.6 One (1) original of your financial offer (Appendix 1 Fee for Service Form) must be submitted in an envelope separate from your technical proposal.
- 1.7 The technical evaluation is based on a total of 70 points. The minimum pass mark required is 56 points (80%) on the total. Only the price envelopes of firms that qualify shall be opened.
- 1.8 The selected proposals will be those who obtained the highest best value scores between technical and price. Technical merit will account for 70 points and price will account for 30 points. The Price Proposal closest to the calculated average total, either higher or lower, will receive a Price Rating of 30 points. The 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Price Proposals closest to the average total, either higher or lower, receive Price Ratings of 27.5, 25, 22.5, 20, 17.5, 15 and 12.5 respectively. All other Price Proposals receive a Price Rating of 10 points. On the rare occasion where two (or more) Price Proposals are identical or are equally higher or equally lower from the calculated average price, the Price Proposal with the lower price will receive the higher Price Rating, and where two (or more) of the lower Price Proposals are identical, the matching Price Proposals will receive the same rating and the corresponding number of following ratings are skipped. The top four ranked Proponent receiving the highest Total Score will be recommended for the provision of the services. In the case of a tie, the proponent with the higher Technical Score will be selected.
- 1.9 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.
- 1.10 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.
- 1.11 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).
- 1.12 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.
- 1.13 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.

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- 1.14 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).
- 1.15 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.
- 1.16 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.
- 1.17 Facsimile transmittal of proposals will not be accepted.
- 1.18 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.
- 1.19 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.
- 1.20 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.
- 1.21 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.
- 1.22 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 **CONTAMINATED ENVIRONMENTAL SITE ASSESSMENT 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 August 2020 and August 2021) 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>

Example: (2020 index minus 2019 index) divided by 2019 index times 100 = adjustment in %  
 $(100 - 98.5) / 98.5 \times 100 = 1.5\%$

### 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 \$400,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes.

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 \$400,000 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 \$5,000,000.00 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 \$5,500,000.00 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.



REQUEST FOR ABBREVIATED PROPOSALS

for the provision of

Contaminated Environmental Site Assessment Services

**Terms of Reference**

## **1.0 Invitation**

The National Capital Commission (NCC) is calling for Abbreviated Proposals from environmental consulting and/or consulting engineering firms to provide environmental site assessment services on an “as and when requested basis” at contaminated sites within the National Capital Region in Ottawa, Ontario and Gatineau, Quebec. A minimum of four (4) Standing Offer Agreements (SOA) will be awarded as a result of this Request for Proposal. The resulting SOA will be for a period of four (4) years from the date of award. Hourly rates quoted will remain fixed for the first two (2) years. The NCC will allow the successful consultants to increase their hourly rates by the consumer price index for the final two years.

- 1.1** The consultant’s key personnel and their back-ups should be two different persons and are to be named in the Abbreviated Proposal, and members of the consultant’s team must remain in their designated roles for the duration of the SOA. Both the NCC Project Manager and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Abbreviated Proposal submission have left the consultant’s employment. In this regard, the consultant shall submit a resume of all proposed replacement personnel to the NCC Project Manager and the NCC Contracting Authority. If the consultant assigns replacement personnel who are considered in any respect unsatisfactory they shall be removed and replaced by the consultant upon five (5) days’ notice of dissatisfaction from the NCC Project Manager and the Contracting Authority. Failure to honor this requirement may result in default of the contract.
- 1.2** Based on their analysis and understanding of the project requirements as identified in this document, proponents will formulate and submit their proposals which will consist of:
  - A Technical submission (Abbreviated Proposal) which will describe the proponent’s capabilities and proposed services; and
  - The Fee for Service Form (Appendix 1), to be submitted in an envelope separate from your proposal. The price element will be represented by the quoted Hourly Rates Fee. The Fee for Services Form will be in accordance with the Basis of Payment (Section 4.0) stated herein. Rates quoted must be in Canadian Funds. All pricing items must be completed in its entirety. Note that estimated quantities (i.e. man-hours, dollar amounts) are for bid evaluation purposes.
- 1.3** The firm must be licensed to work in Ontario and Quebec.

## **2.0 Project Scope**

- 2.1** It is a requirement of this SOA that the firm begins work and/or mobilizes in the National Capital Region for services requested no later than 5 business days after receiving a purchase order call-up to the SOA.
- 2.2** Qualification for this SOA is based on prime consultant/sub-consultants team capabilities, therefore the NCC must approve any change in this structure after signing of the SOA (See Section 1.2).
- 2.3** The NCC may request as part of the purchase order process, but is not necessarily limited to the following consultant services under the resulting Agreement:
- Provide environmental reports (either English or French);
  - Contaminated Site Identification and characterization associated with various sources of contamination;
  - Historical review of site activities, including consultation with municipal, provincial and federal regulatory agencies;
  - Field surveys;
  - Site investigations (sampling of contaminated or potentially contaminated media);
  - All parameters analyzed should be compared to both the Canadian Council of Ministers of the Environment (CCME) Federal Guidelines as well as the applicable provincial criteria;
  - Interpretation of laboratory analyses;
  - Contaminated area delineation for soil and groundwater, which includes coloured maps that clearly identify and illustrate the testing locations, the contaminants found, the dimensions of the contaminated volumes and the affected area;
  - Recommendations of further investigations, if required, with all the associated costs;
  - Provide guidance and expertise with Federal Regulation compliance;
  - Provide maintenance and repair services for existing monitoring infrastructure;
  - Evaluation of remediation technologies, which includes, identifying the different remediation options and the costs associated;
  - Evaluation of strategies to optimize recycling of material during remediation projects;
  - Completion of risk assessments (human health and ecological) under federal and provincial guidelines;

- Provide Engineering Plans and Specification documents for remediation and construction projects (French & English);
- Provide site surveillance during remediation and construction activities;
- Provide project management and construction management services;
- Provide landfill engineering and management services; and,
- Provide long-term management strategies for complex contaminated sites.

**2.4** The consultant must obtain and maintain all permits, land access agreements, licenses and certificates of approval required for work to be performed under any applicable federal, provincial or municipal legislation. The Consultant shall be responsible for any charges imposed by such legislation or regulations. Upon request, the consultant shall provide a copy of any such permit, license, or certificate to the National Capital Commission.

**2.5** The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$400,000 including all fees, disbursements, sub-consultant costs, and all applicable taxes.

The NCC reserves the right to request quotations from other firms.

The total estimated expenditure for all SOAs awarded is approximately \$5,000,000 CDN (including taxes) for the four (4) year term of the agreement.

## **2.6** Replenishment of the Standing Offer Agreement

If a firm holding an SOA has their Agreement cancelled and/or a firm chooses to withdraw its services by giving the NCC a 30 day notice, the NCC reserves the right to “replenish” the SOA, by offering it to another firm.

- The basis for deciding which firm is offered a “replenishment” SOA shall be “the next ranked firm(s)” as per the rankings established under Section 6.0.
- Firms offered “replenishment” SOA more than 2 years after initial award of the Standing Offer Agreement will be offered the opportunity to adjust their hourly rates for the remaining two years in accordance with the consumer price index adjustment identified in Section 4.3.
- Firms offered “replenishment” SOA within 2 years of the initial award of SOA will be expected to honor their hourly rates submitted in 2018 in response to this Request for Proposal. Once the 2 years from the initial award of the SOA has elapsed, firms will be offered the opportunity to adjust their hourly rates for the remaining two years in accordance with the consumer price index adjustment identified in Section 4.3.

**2.7** Call-up purchase orders under this SOA will be authorized as follows:

- The Project Manager will provide the firm with a Terms of Reference with a description of the task to be performed in sufficient detail to enable the firm to establish a fixed price or a maximum upset price for the task.
- The firm shall submit a work plan, within 2 weeks of request, including a fixed price (derived from the SOA hourly rates) or maximum upset price and supporting details, to the Project Manager prior to commencement of the work. The work plan will include:
  - A detailed scope of work for the proposed project and schedule; and
  - A time and cost breakdown including hours required for completion of each major task, and details of all disbursements, including equipment costs, lab analysis and sub-contractors.
- The firm will be authorized to proceed with the work in writing.
- When the task is completed the firm will report this information to the NCC. Details of any other costs incurred above the agreed price must be submitted to NCC for approval **prior** to cost being incurred.
- The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding.

**2.8** It should be noted that the terms “maximum upset price” and “fixed price” means the firm is bound to complete the prescribed work without additional payment whether or not the costs exceed such a ceiling. The firm shall immediately inform the Project Manager in writing of any actions perceived to change the prescribed work and thereby having cost implications.

**2.9** For reports/studies produced under this SOA, the firms must supply the following:

- One (1) original signed digital copy (Draft);
- One (1) original signed hard copy (Final);
- One (1) digital copy in PDF format (unlocked);
- Site photos and site plans in JPEG format;
- Drawings in AutoCAD format; data tables in excel format; and
- All appendices (e.g., figures, plans, results tables, etc.) in their original format.

For Plans and Specifications produced under this SOA, the firms must supply the following:

- Four (4) original hard copy (33% Plans and Specs), as requested;
- Four (4) original hard copy (66% Plans and Specs);
- Four (4) original hard copy (90% Plans and Specs);
- Four (4) original bilingual (French & English) signed hard copy (For Tender);
- One (1) digital copy in PDF format;
- Site photos and site plans in JPEG format; and
- Drawings in AutoCAD format.

### 3.0 Basis of Payment

The Basis of Payment for fees for this Agreement will be in Canadian funds and either on a time basis, with a negotiated maximum upset price, or a fixed fee.

Itemized invoices are to be submitted to NCC Accounts Payable ([payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca)) at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (i.e. 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, the firm shall:

- Supply a current accounting of time-costs resulting from the 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; and
- Clearly identify the call-up PO number on its invoices.

### 3.1 Fixed Fee

This fixed fee will remain unchanged, unless the scope of work changes.

The fixed fee will be payable in two installments:

1. 75% of total contract value upon receipt of draft deliverables (Draft report or pre-Tender Plans and Specifications). Pre-Tender documents are defined as being 90% ready for construction.
2. 25% of total contract value upon receipt of final deliverables (Final report or Tender-ready Plans and Specifications).

### 3.2 Hourly Rate

Fees reimbursable on a time basis will be in accordance with the consultants hourly rates quoted on the Fee for Service Form.

HOURLY RATE = PAYROLL COST x PAYROLL FACTOR  
(for information purposes only)

Payroll cost means salary plus provision for statutory holidays, sick time and vacation with pay, health, group life and disability insurance, pension plans, Workmen's compensation, unemployment insurance. Bonuses and profits sharing payments shall not be included in payroll cost.

Payroll cost is calculated by taking the annual salary divided by 1,950 hours plus the percentage for fringe benefits. The percentage for fringe benefits for normal working time will be calculated annually from actual benefits paid during the calendar year as verified by audit.

The payroll factor covers overhead costs and profit overhead costs that relate to the general operation and maintenance of a business and include the cost of office accommodation, furnishings, equipment and sundry operating costs.

The hourly rate must also include travel, accommodation and meal costs for personnel performing field work in the National Capital Region.

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

- a) Reproduction and delivery costs of drawings, AutoCAD files, specifications and other Technical Documentations specified in the Terms of Reference (as per Section 3.9 above);
- b) Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members offices;
- c) Courier and delivery charges for deliverables specified in the Terms of Reference;
- d) In-house computer work station;
- e) Plotting charges;
- f) Presentation materials;
- g) Parking fees;
- h) Taxi charges;
- i) Travel time;
- j) Rental of office space; and,
- k) Any other expense identified in the terms of reference that the Commission will not pay for.

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

- Reproduction and delivery costs of drawings, CAD files, specifications and other Technical

Documentation additional to that specified in Section 2.9 above.

- Transportation costs for samples additional to that specified in the Terms of Reference.
- Other costs made with the prior approval and authorization of the project manager.

Disbursements - The cost of all disbursements (including sub-contractor services, analytical services, equipment, etc.) will be paid at cost.

Progress Payments - Progress Payments for time charges will be made monthly upon submission of Progress Claims together with supporting invoices in Canadian funds to the satisfaction of the National Capital Commission.

#### **4.0 Proposal Submission Requirements**

**4.1** The format of any forms provided herein must be maintained, however, the proponent may use as much space as necessary to furnish the required information. Abbreviated Proposals must be computer generated and consist of one document and no larger than 35 double-sided pages (excluding CVs). Please note that your submission will be evaluated solely on the contents of the material contained therein. Supplementary material in the form of covering letters, company brochures, etc., if included, may not be forwarded to evaluators. As a green initiative, the NCC requests that the Consultants Abbreviated Proposals follow these green practices:

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

**4.2** Four (4) complete copies of your abbreviated proposal must be submitted to Procurement Services, 40 Elgin Street, Security Office on the 2<sup>nd</sup> floor, Ottawa, Ontario K1P 1C7 prior to tender closing date and time. Any Proposals received after tender closing date and time will be returned unopened.

**4.3** One (1) copy of the Fee for Service Form (Appendix 1) must be submitted in an envelope **separate** from your abbreviated proposal.

**4.4** Your abbreviated proposals must address the following technical criteria:

##### **4.4.1 Team Organization – 10 points**

The proponent shall:

- Provide an organizational chart naming key team members (including back-up members, and sub-consultants) and their proposed roles and responsibilities.
- Indicate who in the firm has ultimate responsibility to resolve major problems.
- Discuss your plan for sub-consultant co-ordination.
- Proponent must demonstrate experience in carrying out planning and implementation of



remediation projects, environmental site assessments, site surveillance in a context of contaminated sites, and environmental risk assessments.

#### **4.4.2 Achievement on comparable projects – 20 points**

Achievement of the Prime Consultant on Comparable Projects - (FORMAT PROVIDED, SEE APPENDIX 2)

- List and briefly describe 8 past projects (a maximum of 8 copies of Appendix 2 can be filled out), undertaken by the applicant within the last ten (10) years that are relevant and closely comparable to this requirement.
- Indicate the degree of responsibility of the firm in each of the listed projects and if the firm acted as a prime or sub-consultant.
- Describe the relevance of the project listed to this proposal call.
- Proponents must provide information on the degree of involvement of the key personnel who will be available to work on tasks associated with this SOA in the comparable project descriptions.

**Note 1:**

Past projects must include the following examples:

- Environmental Site Assessment (Phase I, II and III)
- Human Health and Ecological Risk assessment
- Soil remediation
- Groundwater remediation
- Landfill contaminant management

**Note 2:**

Include the initial consultant budget, final consultant budget and estimated and actual completion dates for specific projects as applicable. Use the Appendix 2 to highlight your firms' capabilities and through the project descriptions, demonstrate your firm understands our requirements.

#### **4.4.3 Technical and Management Expertise – 20 points** (FORMAT OF YOUR CHOICE)

- Include Résumés (maximum 1 page per Résumé) of the proposed personnel who would be assigned to the project. Personnel include professionals, technologists, technicians and others (if applicable) from the prime consultant and the sub-consultants teams. The Project Manager and Senior Scientist, Engineers, Technologists, must have 10 years of experience in similar projects as a minimum, the Intermediate Scientist, Engineer, Technologists, must have 5 years of experience in similar projects as a minimum; the Junior Scientist, Engineer, Technologists must have 2 years of experience in similar projects as a minimum. Years of experience should be provided for all individuals provided in the proposal.

- Note: One page is defined as an 8 ½ x 11 single sided page (Font size

11)

- Indicate the management processes that will be used to manage the overall SOA as well as individual projects. Please include a description of timeline and budget management measures and QA procedures.
- Relevant certification of individuals working on NCC projects is considered an asset (i.e.: Professional Engineer [P.Eng.], ingénieur (ing.), Professional geoscientist (P.Geo.), Project Management Professionnal (PMP), etc).
- Résumés must demonstrate your personnel's technical knowledge, experience as well as organizational and managerial competency to perform effectively the required tasks associated with this project.
- Proponents must provide information on: the degree of involvement and relevant expertise of the principal, as well as the expertise and experience of the project manager and other key personnel on comparable projects who will also be available to work on tasking associated with this Agreement.
- Résumés must include the location of proposed key personnel.

#### **4.4.4 References – 20 points.**

Provide names, addresses and telephone numbers of client contacts for the projects listed. Reference checks will be made to verify client satisfaction with services provided. The NCC reserves the right to also self-reference based on past projects that the consultant has completed for the NCC (if applicable).

#### **4.4.5 Evaluation Criteria**

Excellent	Exceeds requirements (100% of the weighted factor)
Very Good	A sound response. Fully satisfies all requirements (90% of the weighted factor)
Good	Fully satisfies most requirements (80% 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)

#### **4.4.6 Fee for Service Form, in Canadian funds – 30 points. (FORMAT PROVIDED – SEE APPENDIX 1)**

One Fee for Service Form is to be submitted separately from your abbreviated proposal. The financial proposal (Appendix 1) is based on a maximum of 30 points. In this proposal the proponent is to provide:

- All hourly rates that will be applied to the time based services associated with this commission.

## 5.0 Basis of Selection

All proposals will be evaluated in accordance with criteria and weighted factors indicated in Table 1. **If a firm qualifies, 56 points or more out of 70, their price envelope is opened. The financial component will be based on a maximum of 30 points.**

The selected proposals will be those who obtained the highest best value scores between technical and price. Technical merit will account for 70 points and price will account for 30 points. The Price Proposal closest to the calculated average total, either higher or lower, will receive a Price Rating of 30 points. The 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup> and 8<sup>th</sup> Price Proposals closest to the average total, either higher or lower, receive Price Ratings of 27.5, 25, 22.5, 20, 17.5, 15 and 12.5 respectively. All other Price Proposals receive a Price Rating of 10 points. On the rare occasion where two (or more) Price Proposals are identical or are equally higher or equally lower from the calculated average price, the Price Proposal with the lower price will receive the higher Price Rating, and where two (or more) of the lower Price Proposals are identical, the matching Price Proposals will receive the same rating and the corresponding number of following ratings are skipped. The top four ranked Proponent receiving the highest Total Score will be recommended for the provision of the services. In the case of a tie, the proponent with the higher Technical Score will be selected.

**Table 1 - Rated Requirements**

<b>CATEGORIES</b>	<b>POINTS ALLOTTED</b>	<b>FIRM'S SCORE</b>
Team Organization (5.4.1)	10	
Achievement on comparable Projects* (5.4.2)	20	
Technical and Managerial Expertise (5.4.3)	20	
References* (5.4.4)	20	
<b>Total points for technical proposal</b>	<b>70</b>	
Fee for Service (Total of Appendix 1) (5.4.5)	<b>30</b>	
<b>TOTAL</b>	<b>100</b>	

**Note:**

\* The NCC reserves the right to also self-reference based on past projects that the consultant has completed for the NCC (if applicable)

**APPENDIX 1 : FEE FOR SERVICE FORM, IN CANADIAN FUNDS**

Firm's Name: \_\_\_\_\_

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

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

Our Price Quotations are **in accordance with Section 4.** The hourly rates below must include travel, accommodation and meal costs for personnel performing field work in the National Capital Region.

Classification	Estimated quantities *	x	Hourly rates	=	Extended Totals
Principal	1 man-hour	x	\$_____/ hr	=	\$_____
Senior Scientist / Engineer	20 man-hours	x	\$_____/ hr	=	\$_____
Intermediate Scientist / Engineer	20 man-hours	x	\$_____/ hr	=	\$_____
Junior Scientist / Engineer	10 man-hours	x	\$_____/ hr	=	\$_____
Senior Technician/Technologist	10man-hours	x	\$_____/ hr	=	\$_____
Intermediate Technician /Technologist	10 man-hours	x	\$_____/ hr	=	\$_____
Junior Technician /Technologist	5 man-hours	x	\$_____/ hr	=	\$_____
Clerical	2 man-hours	x	\$_____/ hr	=	\$_____
					\$

**Total for Appendix 1 in Canadian dollars (\$Cdn):**

- **Hourly rates must remain fixed for the original two year term.**
- **\*Estimated quantities for bid evaluation purposes only.**
- **Appendix 1 must be completed in its entirety.**
- **All applicable taxes are extra to the rates quoted above.**

APPENDIX 2

PAST EXPERIENCE AND ACHIEVEMENTS-PRIME CONSULTANT

**Firm's Name:** \_\_\_\_\_

**Previous Project:** \_\_\_\_\_

**Initial Budget:**

**Final Budget:**

**Planned Completion Date:**

**Actual Completion Date:**

**Project Details:** \_\_\_\_\_

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**Proponent's Responsibility:** \_\_\_\_\_

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**Explain the relevance of this experience to our requirements:** \_\_\_\_\_

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**Client's Name and Phone Number:** \_\_\_\_\_

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**SOA Personnel on project:** \_\_\_\_\_

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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\***

***\*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](#)

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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix A

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#### **GC1 Interpretation**

##### 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of 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 under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “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 Chairman and 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 Commission or the Chairman.



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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **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 the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Chairman 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 Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, 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 Chairman 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 Commission may exercise the right of termination contained in GC8.

#### **GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman 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.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission 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 Commission of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission 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 telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and 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 telegram, when transmitted by the carrier; and, by telex, when 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 Chairman may, by giving 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 Commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Commission 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.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 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 Chairman that the costs and expenses were actually incurred by the Contractor and 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 Chairman under the provisions of GC8 except as expressly provided therein.

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

- 9.1 The Commission may, by 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 Chairman'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 Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 9.3 Upon termination of the work under GC9.1, the Chairman may require the Contractor to deliver and transfer title to the Commission, in the manner and to the extent directed by the Chairman, 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 Commission shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Commission, 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 Commission pursuant to such direction. The Commission may withhold from the amounts due to the Contractor such sums as the Chairman determines to be necessary to protect the Commission 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 Chairman issues a notice of termination under GC9.1, it is determined by the Chairman 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 authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they 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 Chairman, 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 two years following completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **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 Commission, and the Contractor shall account fully to the Chairman in respect of the foregoing in such manner as the Chairman 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 Chairman of 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 Commission. 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 Commission 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 Commission for the purpose of registering the Commission'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 Commission pursuant to this section, to sign a release form in a form satisfactory to the Commission, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the Commission'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 Commission Representative(s).

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **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 Commission. 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 Member of House of Commons**

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

#### **GC16 Amendments**

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

#### **GC17 Entire Agreement**

- 17.1 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.

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## **SUPPLEMENTARY CONDITIONS**

### **Professional and Consulting Services - Appendix B**

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#### **GC1 Hours and Place of Work**

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

- 4.1 The Chairman 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 him under the terms of the contract shall become the property of the Commission, 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 Commission personnel, unless expressly authorized by the Commission. 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.

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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5.3 As may be directed in writing by the Commission upon the expiry, termination or completion of the Contract, the Contractor shall either return to the Commission forthwith all documents or records provided to it by the Commission or destroy all documents and records, together with satisfactory proof of such destruction.

5.4 The Commission 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 11 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the Commission for a period of fifty (50) years from the date of their first publication.

**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 Commission, and he may not apply for a patent in connection with any inventions unless he has the written consent of the Commission.

**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 supplementary conditions. 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 Commission than their counterparts in the said general and supplementary conditions. The Contractor shall comply with these documents' and take any other actions required by the Chairman in order to fulfill the terms of the present clause.

**GC 9 Use of NCC Geomatics Database**

9.1 The Contractor may request through the NCC Project Manager 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.



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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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- 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 to the NCC Project Manager, or provide proof to the NCC that all copies of the database and related material have been destroyed.

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur  Update / Mise à jour

**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)
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Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPPF	<input type="checkbox"/> Yes / Oui	<input type="checkbox"/> No / Non
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 LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.	<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  
IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:**

(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"/>	(3) Corporation / Société <input type="checkbox"/>			

Business No. (BN) / N° de l'entreprise (NE) -	<b>OR / OU</b>	SIN / NAS -
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GST/HST / TPS et TVH	QST / TVQ (Québec)
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>

Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>	Contract for goods only / Contrat de biens seulement <input type="checkbox"/>
Type of goods and/or services offered / Genre de biens et / ou services rendus :			

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

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

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

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

E-mail address / Adresse courriel :

**PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS**

E-mail address / Adresse courriel :

**PART 'F' - CERTIFICATION / PARTIE 'F' - 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 Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou télécopier à : 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 Supervisor  
(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, Superviseure aux comptes payable  
(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.