

## 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 CLOSING DEADLINE: January 15, 2019 at 3:00:59pm EST
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 # AL1747

**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 five (5) 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. Annex C Price 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 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. That being said, a firm can be a sub-consulting member of several proposal teams as long as the sub-consulting firm does not submit its own proposal as a lead prime consultant for this Request for Standing Offer (RFSO).

- 1.6 One (1) original of your financial offer (Appendix C Fee Schedule) must be submitted in an envelope separate from your technical proposal.
- 1.7 The technical evaluation is based on a total of 400 points. The minimum pass mark required is 80% (320 pts out of 400) 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. All price proposals corresponding to proposals that meet the requirements of the RFSO and which have obtained the minimum number of 56 points (prorated out of 70) will be opened. The Price Proposal closest to the calculated average total, either higher or lower, will receive a Price Rating of 30 points. The 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, and 10th Price Proposals closest to the average total, either higher or lower, receive Price Ratings of 28.5, 27, 25.5, 24, 22.5, 21, 19.5, 18 and 16.5 respectively. All other Price Proposals receive a Price Rating of 15 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 to six 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) and a maximum of six (6) 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.

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

### 2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

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

- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of firms on an "as and when requested" basis under a Standing Offer Agreement. The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime consultant/sub-consultant relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team.

2.4 STANDING OFFER AGREEMENT DURATION:

The duration of the SOA is for a period of four (4) years from the date of award. The unit 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 unit rates will be adjusted by the rate of inflation for consumer price index. The NCC will use the index available at that time (i.e. quarterly index available in January 2021 and January 2022) and compare it to the previous year's quarterly index for the adjustment.

Table: 18-10-0045-01 (formerly CANSIM 332-0018)

Geography=Canada,

Index related to Architectural and landscape architectural services (This aggregation combines the North American Industry Classification System (NAICS) codes: 54131 and 54132).

Website: <https://www150.statcan.gc.ca/t1/tb11/en/tv.action?pid=1810004501>

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 \$ 250,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes.

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 \$ 6,000,000.00 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 \$ 6,600,000.00 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.

**NCC - TERMS OF REFERENCE FOR A STANDING OFFER AGREEMENT FOR  
LANDSCAPE ARCHITECTURE SERVICES (2019-2023)**

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Abbreviations, Definitions, and Document Organization

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

NCC	National Capital Commission
PM	Project Manager
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 Landscape Architectural consulting firms to provide professional services on an "as and when requested" basis under a Standing Offer Agreement (SOA). All projects are located in the provinces of Ontario and Quebec within the National Capital Region. The expected expertise and the possible areas of involvement are:

- Open space/corridor/urban and rural planning;
- Site planning;
- Park design;
- Vegetation management;
- Heritage landscape conservation;
- Irrigation design;
- Recreational pathway planning and design;
- Public grounds design/rehabilitation;
- Shoreline stabilization and bio-engineering;
- Environmental and ecosystem planning/design and assessment;
- Floral design (perennial and annual bed design);
- Furniture and layout design;
- Urban design analysis for integration of development proposals into the urban fabric;
- Urban design guidelines, concepts, principles, criteria and strategies;
- Conceptualization, definition, and detail designs in the urban context;
- Civic and urban public space design;
- Urban boulevards and streetscape design, including Confederation Boulevard and the urban parkways.

It is the NCC's intention to award a minimum of four (4) and a maximum of six (6) Standing Offer Agreements for a period of four years from the date of award. Hourly/unit rates quoted will remain fixed for the first two years. The NCC will allow the successful consulting firms to increase their hourly rates by the consumer price index (all items for Ottawa-Gatineau) for the final two years.

To ensure equal opportunities for all participants, and to eliminate risk of conflict of interest, all proponents are advised that the NCC will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team. That being said, a firm can be a sub-consulting member of several proposal teams as long as the sub-consulting firm does not submit its own proposal as a lead prime consultant for this Request for Standing Offer (RFSO).

Once a call-up purchase order is issued, SOA holders will be required to attend site visits, meet with Landscape Architects and NCC staff on a regular basis and provide professional services to ensure the successful completion and implementation of selected projects and initiatives undertaken by the NCC Landscape Architecture and Industrial Design Section.

SOA holders are expected to provide services on a call-up purchase order basis with little or no delay once a call-up purchase order is transmitted. Therefore, SOA holders must inform a project manager that it cannot fulfill a specific project mandate during the request for services **before** a call-up purchase order is approved.

SOA holders must be in a position to provide services within 48 hours of receiving a call-up purchase order when called upon and must have the capability to attend meetings, at NCC offices or on site.

The consultant's key personnel are to be named in the Proposal, and members of the consultant's team must remain in their designated roles for the duration of the SOA. Both the NCC Landscape Architect and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Proposal submission have left the consultant's employment. In this case, the consultant shall submit a CV for all proposed replacement personnel to the NCC Landscape Architect 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 days' notice of dissatisfaction from the NCC Landscape Architect and the Contracting Authority. Failure to honor this requirement may result in default of the contract.

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 landscape architecture firms to provide services on an "as and when requested" basis under a Standing Offer Agreement (SOA) for consulting services in landscape architecture (2019-2023). It is the NCC's intention to award a minimum of four (4) and a maximum of six (6) Standing Offer Agreements.

### **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 unit rates will be applied according to formulae utilized by NCC Procurement to amend based on 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 landscape architecture 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 unit rates.

Firms offered 'replenishment' SOAs within 2 years of initial award of SOAs must honor the first and second year unit rates submitted in response to this Terms of Reference.

## 2.5 SOA expenditure limits (per call-up purchase order)

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 \$250,000 including all fees, disbursements, sub-consultant costs and all applicable taxes.

## 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 Association des architectes paysagistes du Québec (AAPQ) or Ontario Association of Landscape Architects (OALA),
  - b. have Professional Landscape Architects staff that hold a valid certificate of practice for landscape architecture work in the province of Québec or Ontario,
  - c. offer landscape architecture 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 Landscape Architects and/or firms shall be considered, provided the resulting corporate entity:
- a. is recognized by the AAPQ and/or OALA;
  - b. meets the requirements outlined in the previous paragraph;
  - c. meets the requirements of the NCC legal and procurement directorates.

## 2.7 Roles and Authorities

2.7.1 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 authority to change 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:

- a. Senior Landscape Architect
- b. Intermediate Landscape Architect
- c. Junior Landscape Architect / Technicien

Although the range of services will vary from project to project, the expected expertise of the core team and the possible areas of involvement include:

- Open space/corridor/urban and rural planning;
- Site planning;
- Park design;
- Vegetation management;
- Heritage landscape conservation;
- Irrigation design;
- Recreational pathway planning and design;
- Public grounds design/rehabilitation;
- Shoreline stabilization and bio-engineering;
- Environmental and ecosystem planning/design and assessment;
- Floral design (perennial and annual bed design);
- Furniture and layout design;
- Urban design analysis for integration of development proposals into the urban fabric;
- Urban design guidelines, concepts, principles, criteria and strategies;
- Conceptualization, definition, and detail designs in the urban context;
- Civic and urban public space design;
- Urban boulevards and streetscape design, including Confederation Boulevard and the urban parkways.

## 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 Security requirements, and, general and supplementary conditions

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).

## 2.11 Documentation formatting, labelling and handling

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

All drawings and sketches submitted to the NCC must be in AutoCAD 2007 or a more recent version and/or Adobe Creative Suite. Refer to the attached 2007 NCC CAD standard.

Electronic copies of all such documents must be transferred to the 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 at <http://ncc-ccn.gc.ca/about-us/contact-our-media-team>) 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 minutes of all meetings; and, preparing responses to written inquiries and requests for technical information in a timely manner.

## 3. Conditions & Procedures for Call up Purchase Orders

### 3.1 Initiating an SOA call up purchase order

Once the SOAs are in place, individual requests for landscape architecture services will be handled as call-up 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 landscape architecture 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. That being said, the NCC will rotate and distribute call-up purchase orders as much as possible taking in to account the aforementioned factors.

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 services

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 or deny 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 the 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 maximum not to exceed amount payable for the purchase order

In all instances the proponent's fee must 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).

An example cost table format is provided. Consultants must follow the format provided for consistency.

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, but lump sum amounts must be calculated as the format example.
- c. The cost format example provides 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).

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Cost format example

\$ <b>10,855.00</b> PROPOSAL TOTAL EXCLUDING TAXES		LANDSCAPE REHABILITATION OF _____				PROJECT DESC
	Sr Landscape Architect	Int. Landscape Architect	Junior Landscape Architect /Technician	Translation	Other allowable misc. costs (subconsultant, etc.) approved by NCC PM*	
	\$ <b>2,750.00</b>	\$ <b>5,625.00</b>	\$ <b>1,875.00</b>	\$ <b>600.00</b>	\$ <b>5.00</b>	<b>PROPOSAL - MAIN SUBTOTALS</b>
	\$ <b>55.00</b>	\$ <b>45.00</b>	\$ <b>25.00</b>	\$ <b>0.05</b>	<b>N/A - S/O</b>	<b>SOA UNIT RATES</b>
	<b>50</b>	<b>125</b>	<b>75</b>	<b>12000</b>	\$ <b>5.00</b>	<b>QTY TOTALS IN ALL PHASES</b>
	<b>hours</b>	<b>hours</b>	<b>hours</b>	<b>words</b>	\$	
PHASES	Sr Landscape Architect	Int. Landscape Architect	Junior Landscape Architect /Technician	Translation	Other allowable misc. costs (subconsultant, etc.) approved by NCC PM*	COMMENTS
Research and Site Analysis Phase	10	25	15		\$ 1.00	
Concept Development Phase	10	25	15		\$ 1.00	
Detail Design Phase	10	25	15		\$ 1.00	
Develop Tender Document Phase	10	25	15	12000	\$ 1.00	
Construction Supervision Phase	10	25	15		\$ 1.00	
<b>Progress % estimates (for NCC PO cash flow estimates)</b>	<b>progress % est.</b>	<b>Weekly expenditure estimates</b>				
Week 1	2.0%	\$	217			
Week 2	3.0%	\$	326			
Week 3	6.0%	\$	651			
Week 4	15.0%	\$	1,628			
Week 5	22.0%	\$	2,388			
Week 6	26.0%	\$	2,822			
Week 7	11.0%	\$	1,194			
Week 8	4.0%	\$	434			
Week 9	5.0%	\$	543			
Week 10	6.0%	\$	651			
etc						
	<b>100.0%</b>	\$	<b>10,855</b>			

### 3.3 Billing the NCC

By mail or via [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca), itemized 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 authorized 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 authorized 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 the NCC, SOA firms shall clearly identify the following on each invoice 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 landscape architecture services have been separated into six areas consisting of project management, pre-design (research and analysis), studies, design, technical assistance and construction related services.

**Note:** Reports, presentation material and tender documents, including design drawings and specifications, are required in both official languages. 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 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.

### 4.2 Project Management

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

- Project management and design management assistance;
- Liaison with NCC staff and clients;
- Sub-consultant management;
- Coordination of other disciplines;
- Preparation of written terms of reference or Construction National Master Specifications ([https://www.nrc-cnrc.gc.ca/eng/publications/nrc\\_pubs/nms/nms\\_index.html](https://www.nrc-cnrc.gc.ca/eng/publications/nrc_pubs/nms/nms_index.html));
- Preparing and making presentations to NCC committees and/or during public consultations;
- Preparing schedules, critical paths, time estimates;
- Quality and risk assessment and management;
- Arranging and co-ordinating meetings including minutes and agendas;
- Costing and quantity surveying.

### 4.3 Pre-Design, Research and Analysis

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

- Establishing design criteria, principles and guidelines;
- User needs analysis;
- Design and product research;
- Analysing, generating and reviewing options;
- 3D renderings to illustrate proposed ideas;
- Cost/benefit analysis and value for money assessment;
- Feasibility analysis and pre design evaluation reports.

### 4.4 Investigation and Studies

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

- Cultural, physical and environmental resource assessments;
- Undertaking site investigations to determine existing site conditions which could be affected by the design;
- Site analysis and inventory;
- Data gathering;
- Providing recommendations and options for decision making;
- Problem and issue identification;
- Development of financial budget estimates;
- Compiling information and recommendations into various reports/formats;
- “Lifecycle management” assessment requirements for site assets.

### 4.5 Design

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

- Creative problem solving, ideation, concept design;
- Preparing preliminary design documents including analysis of design alternatives;
- 3D renderings to illustrate proposed concept;
- Development of detailed designs;
- Final design development;

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

#### 4.6 Technical Assistance

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

- Scheduling and attending meetings and keeping written records;
- Assistance with and development of bilingual tender / contract documents (technical drawings & specifications);
- Preparing technical specifications (in accordance with the National Master Specifications – 2016 version);
- Quantity surveying;
- Preparing commissioning reports;
- Preparing detailed cost estimates;
- Preparing 'as built' drawings.

#### 4.7 Construction Related Services

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

The activities will vary by project and could include:

- Responding to technical queries from prospective contractors and preparing addendums during tender period;
- Discussing and reviewing construction procedures to be used by the contractor;
- Reviewing the construction work schedule proposed by the contractor;
- Identifying or receiving notification of need for design changes and contacting Landscape Architect;
- Clarifying design intent through discussions with Landscape Architect;
- Attending site meetings; recording and distributing minutes;
- Preparing sketches or drawings to depict design variations;
- Comparing construction work to contract requirements in relation to workmanship, material and schedule;
- Reviewing and approving shop drawings;
- Evaluating materials received as to quantity and quality for approval by Landscape Architect;

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- Monitoring quantities as per contract items;
- Preparing site inspection reports as required;
- Listing and overseeing deficiencies and corrective measures;
- Maintaining records of "as built" conditions and preparing as-built drawings;
- Liaison with external organizations for work coordination;
- Reviewing operation and maintenance manuals prepared by contractors;
- Issuing and overseeing final inspections;
- Organizing/participating in commissioning of project;
- Participating in 'post-construction' evaluation and assisting in report preparation;
- Keeping photographic records of construction stages and procedures.

## 5. The 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. Four (4) 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:
  - Envelope B must not be inserted into envelope A; and,
  - 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 and Table of Contents included in the Technical Proposal will not 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 factor in the page count and are limited to no more than 3 pgs 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.

The use of binders for technical proposals is discouraged. Binding spirals are preferred to binders

## 5.2.2 Technical Proposal Rated Requirements

### **Criterion 1: Capabilities of the Firm**

Basic information about the firm:

- Provide the firm's corporate name and address, and, provide the firm's corporate status/structure, including date established;
- **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;
- 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 2: Qualification and Experience of Proposed Personnel**

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

### **Criterion 3: Project Examples**

Provide descriptions and graphic examples of **four** projects **completed by the firm within the last 10 years**. Refer to **Appendix G** for project submittal template.

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

- Relevancy of the project within the NCC mandate;
- Scale of the project;
- Complexity of the project;
- Quality of design;
- Design innovation;
- Layout and graphic presentation.

Diversity of the projects submitted will be evaluated by the NCC. The proponent must demonstrate a varied experience with a wide range of examples of completed projects. The NCC will evaluate the diversity of the projects according to the nature of projects that the consultant may be asked to work on. Refer to Section 3 for a description of the different types of NCC projects.

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

### **Criterion 4: Technical Ability**

Provide graphic examples of each of the following (on maximum 11x17 sheet format):

- One (1) planting plan the NCC will evaluate the capacity of the firm to develop planting plan according to industry standards
- One (1) grading plan, the NCC will evaluate the capacity of the firm to develop grading plan according to industry standards
- One (1) construction detail, the NCC will evaluate the capacity of the firm to develop construction detail according to industry standards
- One (1) 3D rendering, the NCC will evaluate the technical capacity of the firm to produce photorealistic 3D rendering

### Criterion 5: Client Reference

- Provide a list of at least 3 client references indicating the name and valid e-mail address of the contact person. Please do not provide any letters of reference.
- The client references must be for which the Proponent most recently or currently does business with (services comparable to the Work required by this RFSO).
- For Proponents with a current NCC Contract, the NCC reserves the right to auto-reference by completing its own client reference form and factoring its total into the average calculation. NCC's current Project Manager overseeing the landscape architecture services of the bidder will complete the client reference form.
- The NCC may contact, but will have no obligation to contact any or all client references provided by the Proponent to verify and validate any information submitted by Proponent.
- In the event that the NCC contacts client references, the NCC will email each client reference representative a modified version of questionnaire found on client reference form. The NCC will modify the questionnaire to include the name of the Proponent, the reference contract, and the Proponent's client reference representative's name and email address as indicated in the Proponent's Proposal. Client reference representatives will be asked to complete the form and return the NCC Contracting Authority within 5 business days of being sent by the NCC. The NCC Contracting Authority will notify the Proponent in writing if the Proponent's client reference does not return a fully completed Client Reference Form within five (5) business days of being sent by the NCC. From the date of being notified by the Contracting Authority that a fully completed Client Reference Form has not been received by the NCC, the Proponent will be given an additional 2 business days to follow-up with their client reference representative to duly complete and submit the said form to the NCC Contracting Authority.
- The client reference representative should:
  - Validate specific information identified in the client reference form about the Proponent's reference project;
  - Insert requested information on the form (general information, questions, scores, etc.) ; and
  - Return the completed form to the NCC Contracting Authority within the period indicated.
- It is incumbent upon the Proponent to ensure that its client reference

representative is available, will complete, and will return the completed said form to the NCC Contracting Authority. The Proponent may wish to provide its client reference representatives with advance copies of the client reference form and advise them on the requirements to complete the said form.

- The Proponent should verify with their client reference representatives not only their availability to complete the client reference form but also that she/he has authorization within their own organization to provide the reference.
- Any portion of the Proposal information that is not validated by the client reference representative, or any proposed representative project for which no client reference was provided or for which the Proponent was unable to have its client reference representatives duly complete and submit to the NCC, will not be evaluated.
- The NCC Contracting Authority may contact, but will have no obligation to contact client references representatives to validate the information provided as part of client reference form. In the event of any discrepancy between the information provided by the Proponent and the information validated by the client reference(s) (including NCC's auto reference form), the Proponent will be given the opportunity to clarify any such discrepancy (ies).

### **Client References Evaluation Scoring**

0 points: No client references were provided

1 to 120 points = Based on completed Client Reference forms (including NCC auto reference form, if applicable)

Average score out of 120 points of forms completed

Example:

Form 1: 105 points

Form 2: 110 points

Form 3: 112 points

**Average score = 109 points**

### 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. Senior Landscape Architect
- b. Intermediate Landscape Architect
- c. Junior Landscape Architect / Technician

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 member' 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 associated to extra site visits to the Ottawa-Gatineau (site visit(s) over and above the original request of the NCC that was not factored into the original call-up purchase order) 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 landscape architects currently working with the federal government in design and construction. Technical evaluation of the proposal will be completed in accordance with the clauses contained in the RFP document and evaluated based on the criteria table:

### 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 80% score (320 pts out of 400, and, the prorated 56 pts out of 70) overall.

Hourly/unit 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.

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

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. All price proposals corresponding to proposals that meet the requirements of the RFSO and which have obtained the minimum number of 56 points (prorated out of 70) will be opened. 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>, 8<sup>th</sup>, 9<sup>th</sup>, and 10<sup>th</sup> Price Proposals closest to the average total, either higher or lower, receive Price Ratings of 28.5, 27, 25.5, 24, 22.5, 21, 19.5, 18 and 16.5 respectively. All other Price Proposals receive a Price Rating of 15 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 to six 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

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

Following Step 3, the NCC will select at minimum four (4) and at maximum six (6) of the highest-ranked firms will be offered an SOA.

### **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 / unit rates for 'Core Team' staff. 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 of the SOA for the following:

<b>CLASSIFICATION</b>	<b>HOURLY / UNIT RATE</b>	<b>ESTIMATED LEVEL OF EFFORT (for evaluation purposes only)</b>	<b>AMOUNT</b>
Senior Landscape Architect	\$ _____ / hr	20 hours	
Intermediate Landscape Architect	\$ _____ / hr	75 hours	
Junior Landscape Architect /Technician	\$ _____ / hr	60 hours	
Translation	\$ _____ / word	5,000 words	
<b>Sub-total</b>			

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- Hourly/unit rates must be stated in Canadian funds.
- **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 NCC 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 associated to extra site visits to the Ottawa-Gatineau (site visit(s) over and above the original request of the NCC that was not factored into the original call-up purchase order) 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.



## Appendix D: Job Classification Levels

The following job classification guides categorize and detail the level of skill required of Consultant's professional 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.

### **Senior Landscape Architect:**

- Minimum 12 years landscape architecture, project management/design management experience, experience managing complex projects.
- Experience managing design teams. Ability to work effectively on multi-disciplinary project teams.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time and control cost.
- Experience managing sub-consultants.
- Graduation with a degree in Landscape Architecture from a recognized university.
- Ability to co-ordinate a number of simultaneous management and design activities in tight time frames and to meet critical deadlines.
- Extensive experience with a wide range of projects similar in scope to the areas of involvement outlined in Section 4.
- Full member, in good standing, of the Canadian Society of Landscape Architects and eligible to obtain full membership in either the Ontario Association of Landscape Architects (OALA) or l'Association des Architectes Paysagistes du Québec (AAPQ).

### **Intermediate Landscape Architect:**

- Minimum 6 years landscape architecture and design management experience.
- Ability to work effectively on multi-disciplinary project teams.

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- Demonstrated ability to provide reliable cost and time estimates.
- Experience working with sub-consultants.
- Graduation with a degree in Landscape Architecture from a recognized university.
- Ability to co-ordinate a number of simultaneous design activities in tight time frames and to meet critical deadlines.
- Experience with a wide range of projects similar in scope to the areas of involvement outlined in Section 3 **Areas of Expertise**.
- Fluent with AutoCAD version 2015, Adobe Creative Suite CC 2017, SketchUp.
- Full member, in good standing, of the Canadian Society of Landscape Architects and eligible to obtain full membership in either the Ontario Association of Landscape Architects (OALA) or L'Association des Architectes Paysagistes du Québec (AAPQ).

**Junior Landscape Architect / Technician:**

- Minimum 2 years of relevant experience in landscape architecture.
- Ability to work effectively on multi-disciplinary project teams.
- Ability to produce bilingual contract documents and technical specifications.
- Graduation with a diploma in Landscape Architecture from a recognized institution.
- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with projects similar in scope to the areas of involvement outlined in Section 4.
- Fluent with AutoCAD version 2015.
- Knowledge of Adobe Creative Suite CC, SketchUp or other software related to the preparation of study reports, presentation documents and 3D renderings.

## Appendix F : Rated Requirement and Evaluation Criteria

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

### RATED REQUIREMENTS

	Maximum
<b>1. Capability of the Firm (80 pts)</b>	
1.1 Firm's experience, expertise and capability to undertake projects in the areas outlined in Sections 4	40
1.2 Landscape architecture team with a strong independent leadership by Senior Landscape Architect and member of the CSLA	40
<b>2. Qualification and Experience of Proposed Personnel (60 pts)</b>	
2.1 Professional qualifications and experience of proposed staff (refer to areas of expertise required as identified in Section 4), academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, past performance including years with the firm	40
2.2 Experience of proposed staff, in the last 10 years, pertinent to the area of expertise outlined in Section 4.0.	20
<b>3. Project Examples (100 pts)</b>	
3.1 Relevance to NCC type projects;	20
3.2 Quality and innovation of designs	40
3.3 Layout and graphic presentation	20
3.4 Diversity of projects	20
<b>4. Technical Ability (40 pts)</b>	40
4.1 Planting plan (NCC will evaluate : readability, layout, labeling, choice of plants)	10
4.2 Grading plan (NCC will evaluate : readability, layout, grade calculation, constructability)	10
4.3 Construction detail (NCC will evaluate : readability, layout, constructability)	10
4.4 3D rendering (NCC will evaluate : visual quality)	10
5. Client Reference Forms	120
Total Technical Score out of 400	400
Then, the Total Technical Score is prorated to 70 (total technical score x 70 / 400) for the technical-price best value evaluation	70

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<b>EVALUATION SCALE</b>	<b>0%</b>	<b>20%</b>	<b>50%</b>	<b>80%</b>	<b>90%</b>	<b>100%</b>
<b>ITEM 1.1: FIRM'S EXPERIENCE, EXPERTISE AND CAPABILITY TO UNDERTAKE PROJECTS IN THE AREAS OUTLINED IN SECTION 4</b>	Did not submit information which could be evaluated	Extremely poor or unrelated experience in undertaking landscape architecture projects in the areas outlined in section 4	Poor experience in undertaking landscape architecture projects in the areas outlined in section 4	Adequate experience in undertaking landscape architecture projects in the areas outlined in section 4	Very good experience in undertaking landscape architecture projects in the areas outlined in section 4	Superior experience in undertaking landscape architecture projects in the areas outlined in section 4
<b>ITEM 1.2: LANDSCAPE ARCHITECTURE TEAM WITH A STRONG INDEPENDENT LEADERSHIP BY SENIOR LANDSCAPE ARCHITECT AND MEMBER OF THE CSLA</b>	Did not submit information which could be evaluated	Extremely poor, or, insufficient landscape architecture team; Sr Landscape architect does not possess any leadership experience and/or is not a member of the CSLA	Poor, or, insufficient landscape architecture team; Sr Landscape architect lacks leadership experience but is a member of the CSLA	Sufficient landscape architecture team; Sr Landscape architect possesses sufficient leadership experience and is a member of the CSLA	Very good landscape architecture team; Sr Landscape architect possesses leadership experience 5 to 9 years and is a member of the CSLA	Excellent landscape architecture team; Sr Landscape architect possesses leadership experience 10 years or over and is a member of the CSLA
<b>ITEM 2.1: PROFESSIONAL QUALIFICATIONS AND EXPERIENCE OF PROPOSED STAFF (<u>REFER TO AREAS OF EXPERTISE REQUIRED AS IDENTIFIED IN SECTION 4</u>), ACADEMIC BACKGROUND, YEARS OF RELEVANT EXPERIENCE, DEGREE OF SPECIALTY, MEMBERSHIP IN RELEVANT PROFESSIONAL ASSOCIATIONS, PAST PERFORMANCE INCLUDING YEARS WITH THE FIRM</b>	Did not submit information which could be evaluated	Extremely poor, or, insufficient landscape architecture qualifications and/or experience and/or necessary academic background and/or specialties and/or professional association membership	Poor, or, insufficient landscape architecture qualifications and/or experience and/or necessary academic background and/or specialties and/or professional association membership	Sufficient landscape architecture qualifications and/or experience and/or necessary academic background and/or specialties and/or professional association membership	Very good landscape architecture qualifications and/or experience and/or necessary academic background and/or specialties and/or professional association membership	Excellent landscape architecture qualifications and/or experience and/or necessary academic background and/or specialties and/or professional association membership

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<b>ITEM 2.2: EXPERIENCE OF PROPOSED STAFF, IN THE LAST 10 YEARS, PERTINENT TO THE AREA OF EXPERTISE OUTLINED IN SECTION 4</b>	Did not submit information which could be evaluated	Extremely poor or unrelated experience and/or expertise in similar landscape architecture projects in the last 10 years in areas outlined in section 4	Poor or unrelated experience and/or expertise in similar landscape architecture projects in the last 10 years in areas outlined in section 4	Sufficient experience and/or expertise in similar landscape architecture projects in the last 10 years in areas outlined in section 4	Very good experience and/or expertise in similar landscape architecture projects in the last 10 years in areas outlined in section 4	Superior experience and/or expertise in similar landscape architecture projects in the last 10 years in areas outlined in section 4
<b>ITEM 3.1 PROJECTS EXEMPLES :RELEVANCY OF PROJECT WITHIN NCC MANDATE</b>	Did not submit information which could be evaluated	Extremely poor relevancy of the submitted projects	Relevancy of submitted project is limited	Relevancy of submitted projects is adequate	Relevancy of submitted projects is very good	Relevancy of submitted project are excellent
<b>ITEM 3.2 QUALITY AND INNOVATION OF DESIGN</b>	Did not submit information which could be evaluated	All projects submitted do not demonstrate quality and innovation of design	Some projects submitted demonstrate a minimum of quality and innovation of design	All submitted projects demonstrate an adequate quality and innovation of design	All submitted project demonstrate very good quality and innovation of design	All submitted project demonstrate excellent quality and innovation of design
<b>ITEM 3.3 LAYOUT AND GRAPHIC PRESENTATION</b>	Did not submit information which could be evaluated	Extremely poor layout and graphic presentation for all project submitted	Poor layout and graphic presentation for all projects submitted	Adequate layout and graphic presentation for all projects submitted	Very good layout and graphic presentation for all projects submitted	Superior layout and graphic presentation for all projects submitted
<b>ITEM 3.4 DIVERSITY OF PROJECTS</b>	Did not submit information which could be evaluated	Extremely poor diversity of projects	Poor diversity of projects	Adequate diversity of projects	Very good diversity of projects	Superior diversity of projects
<b>ITEM 4.1 PLANTING PLAN</b>	Did not submit information which could be evaluated	Planting plan is extremely poor	Planting plan is poor	Planting plan is adequate	Planting plan is very good	Planting plan is excellent
<b>ITEM 4.2 GRADING PLAN</b>	Did not submit information which could be evaluated	Grading plan is extremely poor	Grading plan is poor	Grading plan is adequate	Grading plan is very good	Grading plan is excellent
<b>ITEM 4.3 CONSTRUCTION DETAILS</b>	Did not submit information which could be evaluated	Construction details is extremely poor	Construction detail is poor	Construction detail is adequate	Construction detail is very good	Construction detail is excellent
<b>ITEM 4.4 3D RENDERING</b>	Did not submit information which could be evaluated	3D rendering is extremely poor	3D rendering is poor	3D rendering is adequate	3D rendering is very good	3D rendering is excellent

## Appendix G: Project Example Template

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### PROJECT EXAMPLES TEMPLATE

(maximum 4 pages / submit one form per project)

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Name of Project:

---

Location:

---

Actual Project Cost:

Final Project Cost:

---

Reasons for cost overrun:

---

Project Schedule:

---

Names of member of the project team (including sub-consultant):

---

Client Representative and Contact Information:

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Project Description *(including relevance to NCC type projects, how the project is innovative and how it meets design excellence and industry best practices)*:

[ Projects images, plans, elevations ]

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**Appendix H: Security Requirements**

**Appendix I: NCC CAD Standard**

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

**Appendix K: Client Reference Form**

**Appendices A and B: General and Supplementary Conditions for  
Professional & Consulting Services**

Refer to separate attachments