

REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY : Allan Lapensée, Sr. Procurement Advisor allan.lapensee@ncc-ccn.ca	BID DEADLINE: January 26, 2022 at 3:00 pm EST
RETURN TO:	
National Capital Commission NCC Bid email Bids-soumissions@ncc-ccn.ca Emails to refer to NCC tender file no. AL1824	

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 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at – 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 Contracting Authority shall examine the content of the enquiry and shall decide whether 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 Contracting Authority named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 The technical & financial proposals are to include all relevant information as defined in the attached Request for a Standing Offer (RFSO) document.
- 1.3 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.
- 1.4 As we are seeking an alternate opinion on Construction Cost Estimation, the National Capital Commission's current Construction Manager cannot submit an offer to this tender solicitation.
- 1.5 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.
- 1.6 A debriefing of a Proponent's Technical Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on Buyandsell.gc.ca. The debriefing will include an outline of the reasons the submission was not successful.
- 1.7 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(s) will be required to complete and return a Supplier-Direct Deposit Payment and Tax Information Form provided by the NCC prior to SOA award and then 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

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
PROFESSIONAL SERVICES IN CONSTRUCTION COST ESTIMATION
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1824**

paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

- 1.8 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).
- 1.9 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.
- 1.10 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.
- 1.11 Facsimile transmittal of proposals will not be accepted.
- 1.12 Proposals will be held in strict confidence. 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.
- 1.13 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.
- 1.14 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-consultants 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.
- 1.15 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 **PROFESSIONAL SERVICES IN CONSTRUCTION COST ESTIMATION**, 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 90 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. Also, due to a direct conflict of interest, the National Capital Commission's current Construction Manager cannot submit an offer to this tender solicitation.

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 unit rates the bidder quotes on the Fee Schedule form will be applicable for the first year. For the second, third and fourth year, the consultant's rates will be adjusted by a fixed 2% rate of inflation per year.

I.e.

Year 2 unit rate = Year 1 unit rate + 2%

Year 3 unit rate = Year 2 unit rate + 2%

Year 4 unit rate = Year 3 unit rate + 2%

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 \$ 150,000 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 combined is \$ 750,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

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.

Please note that the quantity of goods and/or services and estimated expenses stated are only an approximation of the requirements given in good faith.

2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to:
National Capital Commission
Accounts Payable
202- 40 Elgin St., 3rd 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 . 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 STANDING OFFER (RFSO)

PROFESSIONAL SERVICES IN
CONSTRUCTION COST ESTIMATION

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1 OVERVIEW

The National Capital Commission (NCC) wishes to retain the services of consulting firms to provide **Professional Services in Construction Cost Estimation (2022-2026)** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

It is the NCC's intention to award a minimum of three (3) and a maximum of four (4) SOAs which will be in effect for a period of four (4) years from the date of award or until total expenditure level is attained, whichever comes first. The projects to be addressed under the SOA will be at various locations within the National Capital Region (Ottawa and Gatineau).

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

Call-ups made under a SOA for **Professional Services in Construction Cost Estimation (2022-2026)** will be managed by NCC's Design and Construction Branch.

The Request for Standing Offer (RFSO) for **Professional Services in Construction Cost Estimation (2022-2026)**, including its appendices, will be used as the basis for evaluation of proposals submitted in response to the RFSO, and shall be thereafter considered as contractual requirements for SOA's awarded and subsequent call up purchase orders.

Further information regarding the NCC can be found at www.ncc-ccn.gc.ca.

2 DESCRIPTION OF THE STANDING OFFER AGREEMENT

2.1 Number and types of Standing Offer Agreement

The NCC wishes to retain the services of consulting quantity surveying firms to provide services on an "as and when requested" call-up purchase order basis under a SOA for **Professional Services in Construction Cost Estimation (2022-2026)**. It is the NCC's intention to award a minimum of three (3) and a maximum of four (4) SOAs, dependent on the number of qualified proposals and the NCC's projected value of Construction Cost Estimation work. Appendix 1 - General Conditions – Professional and Consulting Services and Appendix 2 - Supplementary General Conditions – Professional and Consulting Services are parts of the RFSO and the SOA Contract.

2.2 Duration and Extension(s) of Standing Offer Agreement

SOAs will be established for a period of four (4) years from the date of award or until total expenditure level is attained, whichever comes first. SOAs will not be extended.

2.3 Future Adjustment to Fees

The unit rate proposed by the bidders on the rate schedule will be applicable for the first year. For the second, third and fourth year, the rates will be adjusted by a fixed inflation rate of 2% per year.

That is:

Unit rate Year 2 = Unit rate of Year 1 + 2%.

Unit rate Year 3 = Unit rate of Year 2 + 2%.

Unit rate Year 4 = Unit rate of Year 3 + 2%.

2.4 Replenishment of Standing Offer Agreement 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 construction cost estimation 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 6.4 (Proponent Total Score) of this document. Firms offered 'replenishment' SOAs will be expected to honour the hourly rates submitted in response to this RFSO.

2.5 Evaluation of Consultants

The NCC will evaluate the quality and performance of the Consultant's services and deliverables for each project. The Consultant Performance Evaluation Form is available in Appendix. The NCC reserves the right to cancel any SOA if the performance of the Consultant is evaluated to be non-satisfactory or unacceptable.

2.6 SOA Expenditure Limits

The SOA is intended for use on medium and large scale projects. The maximum all-inclusive amount payable for any one call-up purchase order shall be **\$150,000.00** including all fees, disbursements, sub-consultant costs, amendments, and, applicable taxes.

The NCC may request quotations from all SOA holders if the initial estimate of the work exceeds \$75,000.00 CDN, including all fees, disbursements, sub-consultant costs and applicable taxes.

The total estimated expenditure limit of consulting work to be awarded per firm for the entire four (4) year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume of construction cost estimation work for the four (4) year period 2022-2026.

2.7 Eligibility for Standing Offer Agreements

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

2.7.1 Service under call up po requirements

Successful firms must, for the duration of the SOA, satisfy the following eligibility requirements:

1. Identify a primary point of contact to deliver services under a call-up purchase order.
2. Include one Senior, one Intermediate and one Junior Construction Cost Specialist.
3. Must meet and maintain the requirements outlined in the Security, Access, Confidentiality, and Safeguarding Clauses. The NCC reserves the right to cancel SOAs held by firms that fail to uphold any of the security levels.

2.7.2 Urgent services

Occasionally, Consultants may be expected to provide services within little or no delay. All Consultants must be in a position, by way of the firm's Core Team (see Section 2.8), to provide immediate response when called upon and be capable of attending meetings or briefings at NCC offices or on site, within 2 business days of being requested.

2.8 Roles and Authorities

2.8.1 NCC Technical Authority (NCCTA)

The NCC will appoint a Technical Authority who:

- a. Is responsible for managing the contract, and, on behalf of the NCC, is responsible for the day-to-day management of the Consultant.
- b. Acts as a liaison between the NCC and the Consultant.

- c. Is required to be kept informed always of the progress of the work and of any problems and/or potential changes to the scope, cost, schedule, quality of work, communications, or risks immediately as they occur.
- d. in conjunction with the contractual authority, is the only one with authorization for any change to the scope, cost or schedule.

2.8.2 Consultant's Project Manager (PM)

The Consultant shall appoint a 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 consultant on all aspects of the work except scope, cost and schedule changes (unless explicitly stated elsewhere in this RFSO document or additional direction is given by the NCC Technical Authority).
- c. Shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Technical Authority for approval, together with any associated risks, cost implications or changes in schedule, and that all related issues are properly identified and reported.

2.9 Consultant's "Core Team" of Standing Offer Agreement

For this SOA to work most effectively, the NCC requires the Consultants to have a 'Core Team' able to provide year-to-year continuity in servicing the NCC's project work. The Consultant's 'Core Team' shall be comprised of persons able to undertake the roles and responsibilities of the following classifications:

- a. Senior Cost Estimator
- b. Intermediate Cost Estimator
- c. Junior Cost Estimator

2.10 Insurance

2.10.1 Errors and Omissions Insurance

1. The Consultant must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the Contract.
3. The following endorsement must be included:
Notice of Cancellation: The Consultant will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

2.10.2 Liability Insurance

1. The Consultant must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the SOA, in an amount usual for a contract of this nature, but for not less than \$ 2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: National Capital Commission is added as an additional insured, but only with respect to liability arising out of the Consultant's performance of the Contract.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Consultant.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Consultant and/or arising out of operations that have been completed by the Consultant.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Consultant will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract (call up po).

- l. Owners' or Consultants' Protective Liability: Covers the damages that the Consultant becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Non-Owned Automobile Liability - Coverage for suits against the Consultant resulting from the use of hired or non-owned vehicles.
- n. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- o. All Risks Tenants Legal Liability - to protect the Consultant for liabilities arising out of its occupancy of leased premises.
- p. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Consultant for liabilities arising from damages caused by accidental pollution incidents.

2.11 Safety, Security and Confidentiality

See Appendix for Security, Access, Confidentiality, and Safeguarding conditions in effect for these SOAs.

2.12 Formatting, Labelling and Handling of Documents

Unless otherwise specified by the NCC Technical Authority, summaries, reports and schedules will be submitted as follows:

- Electronic copies in native format and in *.PDF format via e-mail or other manner as requested by NCC;
- Summaries and reports will vary in size from letter to tabloid format to suit the type and content of the information being presented;

All project documents shall be handled according to the IT security policy as per the security requirements appendix.

REQUIRED FORMAT

Deliverables may be asked to be delivered in the following formats, but are not limited to:

- Written reports and studies MS Word and Adobe PDF
- Spreadsheets and budgets MS Excel and Adobe PDF
- Presentations MS PowerPoint, Visio and Adobe PDF

Any deliverables varying from these formats will be specified in the issued Terms of Reference. All cost estimates shall be presented in a consistent Elemental format, following the UNIFORMAT 2010 and/or CIQS, subject to prior agreement with the NCC Technical Authority.

Trade Division Format:

Where cost estimate is required to be in Trade Division format, those following the Master format are preferred, except where local practice provides a more suitable alternative.

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

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 Technical Authority for downloading.

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

2.13 Project Communications

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 communications 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 Technical Authority.

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 or other communications related activities, in both official languages.

All communications, other than communications with Consultant team members, shall be copied to the NCC Technical Authority within one (1) week of the correspondence being signed or received. The NCC Technical Authority shall be permitted access to all the Consultant's communications and files at any time. However, such files and copies of communications will remain in the care, custody and control of the Consultant and shall not be destroyed at any time.

The Consultant shall ensure that no Consultant employees communicate project information to the media unless requested to do so in writing by the NCC Technical Authority. Should reporters or representatives of the media contact the Consultant or its employees the Consultant shall refer the media to the NCC Technical Authority (or designated NCC communications staff) and notify the NCC Technical Authority immediately.

The Consultant will collaborate with NCC staff and with a joint communications team that includes project stakeholders, to enable effective public communications and media relations regarding their portion of work within a given project.

3 CONDITIONS & PROCEDURES FOR PURCHASE ORDERS

3.1 Initiating a Standing Offer Agreement Purchase Order

Once a SOA is in place, individual requests for cost estimation work will be processed and approved by procurement services as purchase orders (or call-ups) against the SOA.

The NCC retains the right to award concurrent and/or consecutive purchase orders to other Consultants (i.e. purchase orders will not necessarily be awarded on a rotational basis). The NCC will evaluate its cost estimating work on a case-by-case basis in order to ensure that purchase orders are awarded to Consultants 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, or the level of security clearance required, among others.

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 Consultants will receive in any given year or for the duration of the SOA. The NCC's objective will be to:

- a) Utilize the services of each Consultant retained when and where possible.
- b) Distribute overall call-up value across the list of firms holding SOAs maintaining satisfactory performance ratings.

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

3.1.1 Initial contact

The NCC Technical Authority will contact the Consultant to provide information and following either of the two following procedures:

- a) The NCC Technical Authority will have already prepared a written Statement of Work (SOW) for the work request, to which the Consultant will provide a proposal against a call-up.
- b) The NCC Technical Authority may request that the Consultant confirm the work request details back to the NCC in a proposal against a call-up.

3.1.2 Minimum requirements of a proposal against a call-up:

The Consultant should include the minimum following details in their proposal against a call-up:

- 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 a breakdown of time allocated to each.
- c. Timeframe to complete the project work.
- d. Fees, expenses and total cost of the call-up.

3.1.3 Proposal Review

The proposal against a call-up shall be submitted to the NCC Technical Authority for final review and approval and shall be revisited, edited and/or resubmitted as necessary until

the NCC Technical Authority finds the submission acceptable in terms of content, clarity, and cost.

3.1.4 Approved Proposal

The Consultant's work cannot proceed until NCC Procurement has issued a call-up purchase order.

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

The NCC will not permit the Consultant to reassign or subcontract a call-up PO to any other firm.

The NCC reserves the right to:

- a. Request a proposal from more than one Consultant for the same call-up.
- b. Cancel any portions of the work and assign subsequent portions to another firm.
- c. Award work to firms not included in the SOA.

There will be no compensation for the preparation of written offers-of-service, proposals or quotations, whether they are accepted or rejected, or if the project is cancelled, prior to initiation of an SOA purchase order.

3.2 Establishing costs and cash flow on a Standing Offer Agreement purchase order

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

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

Notes:

- a) Expenses associated with the work must be included in the hourly rates of Core Team members.
- b) Offers of service for individual call-ups must recognize that where an Consultant plans on using staff for more than one staff classification, the hourly rate applied to tasks will be determined by the task being undertaken (e.g. if the Consultant chooses to use a Senior cost consultant to do Junior cost consultant tasks, the hourly rate payable for these tasks shall be that of the Junior cost consultant).

3.3 Invoicing

Itemized invoices are to be submitted to NCC Accounts Payable by mail or via payables@ncc-ccn.ca, at intervals of no less than 30 days, according to procedures approved by the NCC Technical Authority (e.g. monthly billing, proportion of work, or billing at completion of each project phase or as directed by the NCC Technical Authority).

The performed services 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 Technical Authority. Total fees (including expenses) must remain within the maximum amount authorized for each purchase order.

Any extras or charges to the original scope and cost of PO work must be discussed with the NCC Technical Authority and authorized in writing by the NCC before the execution of said work. The NCC will not compensate the Consultant for additional work undertaken without the prior written authorization of the NCC Technical Authority.

Consultants shall clearly identify the following on each invoice/billing submitted to the NCC:

- a) SOA number
- b) Call-up and/or PO number
- c) Original call-up contract amount and any confirmed changes to the contract amount
- d) Value remaining on the SOA before the call-up
- e) Fee(s) billed to date against that call-up
- f) A current account of time and costs resulting from the Consultant's 'Core Team' work on the call-up, as well as all project costs and sub-consultant costs approved by the NCC Technical Authority
- g) All applicable taxes, each in separate line items

To ensure good project communication, it is mandatory that Consultants advise the NCC Technical Authority when 50% and 75% of approved costs have been incurred for a given call-up (or if so requested by the NCC Technical Authority, when 50% and 75% of each phase's approved costs have been expended). Advisement of status of billable hours does not constitute an amendment to the purchase order.

4 SCOPE OF WORK

4.1 Description

The National Capital Commission requires a Consultant to provide independent third-party, building, site and infrastructure cost planning, estimating, and peer reviews for several projects within the program of work.

As a priority, these independent third-party services are intended to improve the accuracy and reliability of project cost estimates as these move through the project management process from inception, to design, to construction. The third-party independent costing and management services will also include a wide range of additional quantity surveying assignments including the provision of expert advice, as required, and related tasks such as, but not limited to, benchmarking and target setting.

The Consultant will be primarily called upon to provide professional expertise and quantity surveying services in the conduct and delivery of the following:

- a. Third party independent and parallel project-based cost plans, estimates and cash flows;
- b. Third party independent peer reviews of project-based cost plans, estimates and cash flows to validate estimates developed by project team design consultants and/or Consultants; and,
- c. Third party project-based cost benchmarking in relation to materials and labour pricing, design approaches and options, and construction cost control practices. The Consultant may also be tasked with the development and maintenance of a master cost plan and cash flow for each project assigned, directed to monitor and assist in the control of project costs, and asked to provide strategic advisory services and quality assurance.

4.2 Qualifications

- a. The Consultant must have a high degree of familiarity with cost conventions and methodology used by the Canadian Institute of Quantity Surveyors (CIQS) as well as international standards such as those established by the Royal Institution of Chartered Surveyors (RICS).
- b. The Consultant is a person or entity having one or more principal(s) who are members of the Canadian Institute of Quantity Surveyors (CIQS) with the designation of Professional Quantity Surveyor (PQS).
- c. The Consultant is fully conversant with all aspects of construction cost estimating as well as the use of Elemental Cost Analysis, Risk Analysis, Life Cycle Costing, Value Engineering and Earned Value Management.
- d. The Consultant is to be completely conversant with the National Capital Area (NCA) construction economy and market conditions.

4.3 Project Types and description

The Consultant will be called upon to provide professional services in relation to a wide range of project types, from building construction, demolition, and site works to large infrastructure and specialty works and undertakings. The building, site and infrastructure project scopes of work may include, but are not limited to:

- a. Landscape, and site services
- b. Excavation and site preparation work
- c. New Construction
- d. Architectural rehabilitation/ recapitalization
- e. Universal accessibility
- f. Heritage conservation (restoration, preservation, rehabilitation)
- g. Demolition and abatement of designated substances
- h. Green building, energy conservation and other elements related to sustainable development
- i. Structural, seismic and building envelope
- j. Mechanical and electrical systems including fire protection
- k. Energy Monitoring and Control System (EMCS) implementation
- l. Security infrastructure, equipment and installation requirements
- m. Vertical circulation and loading docks
- n. Building Components and Connectivity (BCC) including all furniture fixtures and equipment (FF&E) and information technology (IT), multimedia (MM), and security requirements
- o. Interior space fit-up
- p. Demolition, dismantlement, moving, &/or reconstruction/reassembly of structures in any of the following occupancy groups:
 - Commercial
 - Institutional
 - Recreational
 - Light industrial
 - Assembly
 - Office
 - Residential (wide range – from single family dwellings to multi-unit apartment complexes)
 - Agricultural at urban, suburban, and rural sites within Canada’s Capital Region.

4.4 Detailed scope of services

The Consultant’s role is to provide independent third-party professional services in relation to any one, or more, of the following as required:

- a. strategic and expert advice
- b. project cost planning
- c. quantity surveying/ cost estimating services
- d. cost monitoring services
- e. cost control services
- f. parallel and detailed cost estimates for confirmation of anticipated project costs
- g. peer reviews for cost estimates provided by project teams and their design consultants and/ or Consultants
- h. development and maintenance of a master cost plan and cash flow for given and assigned projects; and
- i. quality assurance advice on all project costing aspects.

Services to be performed by the Consultant may include, but are not limited to, the following.

4.4.1 Cost planning

- a. Assist NCC technical authority to prepare cost option analyses and “what-if” scenarios.
- b. Provide advice and recommendations to NCCTA on project planning to achieve the most cost-effective project sequence.
- c. Assist NCCTA to identify and quantify potential risks and make contingency recommendations to minimize negative cost impacts.
- d. Advise on alternative procurement and construction strategies to create efficiencies wherever possible.
- e. Identify forecast and analyze project or program-related issues, including possible market shortages and potential price fluctuations.

4.4.2 Cost estimating

- a. Review, assess and report on detailed estimates, at various stages of submission, prepared by the project team, design consultants and or Consultants.
- b. Assess estimates in order to prepare comparative and variance reporting;
- c. Prepare parallel estimates, at various stages of design, when it is deemed necessary by NCC.
- d. Analyze and report on variances and reconcile with Project cost plan determined by the NCCTA.
- e. Reconcile each elemental cost in estimates prepared by others, prior to proceeding to the next stage of each project.
- f. Review, update and refine project cost estimates and master cost plan. Advise the NCCTA of any discrepancies, concerns, issues, omissions and/or potential risks, and make recommendations for corrective action.
- g. Continual monitoring and adjustment of cost estimates and plans.
- h. Review, analyze and report on construction tender submissions, including providing variance summary reports as required.
- i. Review and report on potential project cost impacts and risks stemming from the issuance of addenda during tender periods.
- j. Work with the project team, design consultants and or Consultants to evaluate possible alternatives to materials and methods of construction, as the design develops, and in order to permit the selection of the most economical materials and methods that will satisfy the scope, schedule and cost plan.

4.4.3 Benchmarking

- a. Plan, demonstrate and execute a cost benchmarking exercise that meets or exceeds current industry standards and best practices.
- b. Prepare a cross walk of comparable projects and deliver cost comparison and Benchmarking reports.
- c. Provide information as to the methodology with which the recommended projects will be compared and in what detail.
- d. Provide recommendations regarding other contributing factors for consideration, including but not limited to, financial, economic and project specific information.
- e. Provide a description of the methodology employed in the analysis to produce accurate and reliable cost comparisons.
- f. With respect to non-traditional building construction and heritage construction, provide supportive information to the NCCTA related to a wide range of historical cost data, cost databases, cost metrics required for bench marking.

4.4.4 Cost monitoring

- a. Monitor actual or expected costs against previously budgeted costs and prepare variance analysis (e.g. analysing and reporting on costs to complete projects and actions to be taken to stay on budget including the state of risk allowances, reserves and/or contingencies).
- b. Provide regular reports of project cash flow, including forecasted requirements on an as required basis as determined by the NCCTA.
- c. Provide continuous cost monitoring, timely identification and early warning of all changes that affect or potentially affect the approved project budget.
- d. Where the estimate falls short of or exceeds the Cost Plan due to such changes, the Cost consultant will assist the NCCTA in proposing alternative solutions to rectify the situation.

4.4.5 Cost control

- a. The Cost Consultant must discuss and propose assumptions as to inflation, trade settlements, market conditions, risk contingencies with the NCCTA, and documents these as part of the cost control summaries and reports.
- b. Establish an overall cost control program and prepare a projected cash flow for all phases of the project.
- c. Prepare cost control reports.
- d. Review various cost related submissions made by the NCC Centre of Expertise (CoE) Team, the Construction Manager and other Consultants.
- e. Review cost breakdowns of bids by trade or other format.
- f. Review, analyze and value contemplated change orders in those instances where critical assessment and third-party review is required.
- g. Assess, as required, change orders and delay claims and provide advice to the project management team in their negotiation.
- h. Evaluate the cost of work completed during construction.
- i. Analyze cash flow issues related to estimates and valuations.
- j. Conduct or participate in value management workshops.

4.5 Reference material

The following three possible compositions (Master Cost Plan, Benchmark, Monthly Report) are for illustrative purposes. Individual call ups may deviate from this description as determined by the NCCTA.

4.5.1 Master cost plan

Develop and update the master cost plan for the whole project life cycles from the project definition to the project close out. The master cost plan can be in NCC's template at NCCTA's determination. Updates will generally be timed to coincide with project milestones and preparation of key estimates by the Design Team and construction team which may include the completion of concept design, design development at various stages, pre-tender, and during the construction. More frequent updates may be required depending upon extenuating circumstances that may demand interim reports due to the number of risks. At each of the Milestones of the project, provide a complete submission including the required Elemental

Cost Summaries, supported by all backup work sheets clearly detailing the process used in preparing the estimate. The detailed work sheets will be the prime basis on which estimates

will be reviewed by the NCCTA. Cost comparisons and cost reports identifying and explaining the differences between each succeeding cost estimate and their cost effect are also required.

At minimum the cost plan must contain:

- a. Project Estimate Summary;
- b. Elemental Estimate Summary;
- c. Estimate Back-Up Detail;
- d. Basis for escalation, inflation and contingency calculations;
- e. Detailed measurement and pricing;
- f. Narrative;
- g. Outline description of estimate basis;
- h. Description of information obtained and used in the estimate including the date received;
- i. Listing of notable inclusions;
- j. Listing of notable exclusions;
- k. Listing of items/issues carrying significant risk;
- l. Notes on past and forecast Consultant activity;
- m. Estimate Reconciliation:
 - With last submission;
 - With Construction Cost Plan;
 - Any other relevant information.

4.5.2 Benchmark report

The Consultant must provide Benchmarking reports, including updates, as and when required. The outcome of each benchmarking exercise will be a report containing a range of comparable construction costs from reliable source data based on a selection of projects from the Canadian construction markets.

The report must contain detailed information on project costs including at a minimum:

- a. Accurate financial comparisons of selected projects, rationale for selection (basis of comparability), project elements and funding strategies.
- b. An analysis of the information gathered must also be produced considering such things as contributing economic factors and project specific information that influence or affect cost, such as but not limited to, project delivery methodology, funding models, local economic factors, availability of skilled labour, global economic factors and global markets, international currency exchange fluctuations, institutional factors, design standards, building typology, heritage considerations, site characteristics and geographic conditions.

The final report(s), submitted to NCC, will illustrate the financial parameters of the selected construction project, including an analysis and presentation of market conditions against which the estimated cost of this project can be compared.

4.5.3 Schedules

The Consultant shall provide a baseline schedule for cost estimation implementation, to be included in the proposal submitted for a given call-up. Once a proposal and fee for a given call-up has been agreed upon with the NCC Technical Authority, the Consultant shall update

this schedule on a regular basis and advise the NCC Technical Authority Lead of any deviations without delay. All tasks shall be indicated, linked and critical activities highlighted. The schedule baseline and updates shall be presented by the Consultant PM on a monthly basis (if not more frequently) and reviewed and approved by the NCC Technical Authority. The Consultant shall be responsible to provide adequate resources to adhere to the approved baseline of, and approved variations to, the schedule.

4.5.4 Quality Management

The Consultant shall use their quality management system to ensure a clear, concise, and traceable quality control implementation as to provide the best service and delivery quality to be reviewed by the NCC Technical Authority.

4.5.5 Reports and Meetings

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

5 THE PROPOSAL

The NCC shall:

- Not assume responsibility for incomplete proposals and is not required to request missing information.
- Reserve the right to amend any provision contained herein and/or to issue any addenda

5.1 Contents of the Proposal

The Proponent is required to submit their proposal by the date and time indicated on the cover page in two (2) separate emails to bids-soumissions@ncc-ccn.ca, in the manner described below.

The Technical Proposal (email #1) shall contain:

- a) One (1) digitally signed Adobe .pdf of the RFSO cover page that accepts the terms and conditions of this RFSO; and,
- b) One (1) electronic copy in Adobe .pdf format of the Technical Proposal developed in response to this RFSO.

Note: The Fee Schedule cannot be part of the electronic version of the technical proposal.

The Financial Proposal (email #2) shall contain:

- a) One (1) digitally signed Adobe .pdf of Appendix Fee Schedule.
- b) Email #2 will be opened only for those proposals which qualify technically as detailed in Chapter 6 (Proposal Evaluation) of this RFSO.

5.2 The Technical Proposal (email #1)

5.2.1 Format and Quantities

- a) Technical Proposals must not exceed:
 - I. 30 single-faced sheets of letter (8.5"x11") size, or
 - II. 15 single-faced sheets of executive (11"x17") size

Any Technical Proposals exceeding these limits will have as many pages as required removed from the end of the proposal to comply with the page-count limits of the Technical Proposal.

The following will not be included in the page count for the Technical Proposal:

- a) Any tender solicitation forms to be submitted to the NCC.
- b) 'Letters of introduction', CVs and Table of Contents
- c) Blank sheets, clear transparencies, and/or tab sheets used as separators

Note:

- a) Individual CVs are limited to no more than 5 pages

- b) A combination of page sizes is permitted (e.g. one executive (11"x17") size page counts for two (2) sides of a letter (8 1/2"x11") size page.

Proponents are asked to make their submissions clear and legible. Widespread use of 8 pt font and less carries the risk of having the submission deemed illegible, and therefore ineligible.

Proposals and all accompanying graphics, photographs, company profiles shall be included within the proposal submitted to the NCC.

Pages in the proposal are to be numbered.

Proposals must include a table of contents, with page number information.

Technical Proposals will not be returned to the Proponent following evaluation. They will either be kept on file at the NCC, or shredded.

5.3 The Financial Proposal (email #2)

The Financial Proposal is to be submitted in a separate email to bids-soumissions@ncc-ccn.ca, as per instructions provided under the RFSO.

5.3.1 Fee Schedule

The Financial Proposal shall include one (1) signed digitally in Adobe .pdf format of the Fee Schedule.

5.3.2 Hourly Rates

The Financial Proposal shall include an hourly rate for each SOA staff category, namely:

- a. Senior Construction Cost Specialist
- b. Intermediate Construction Cost Specialist
- c. Junior Construction Cost Specialist

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

There must be an hourly rate stated for each staff classification. The Proponent must ensure that the information is clear and legible, and that one of the principals of the firm has signed and dated the completed Financial Schedule (email #2) submitted to the NCC.

The hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.

In order to evaluate the proposal, hourly rates submitted by the Proponent in the Financial Schedule are multiplied by the specified estimated number of hours (for each staff category). The total of these will be used as the basis of comparison between submissions.

Note that the Proponent may assign the same individual to carry out the duties of more than one staff classification. For example, the 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 proposal and invoicing shall reflect the classification-specific hourly rates applicable to the work and that is most cost effective for the NCC.

The hourly rate for any given category of personnel cannot be \$0 or nil value. Failure to insert an hourly rate for each position listed will render the proposal non-responsive.

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:
 - I. Travel time
 - II. Travel fare
 - III. Mileage
 - IV. Parking fees
 - V. Taxi charges
- a. Reproduction and delivery costs of technical documentation specified in the TOR.
- b. Standard office expenses: Photocopying, computers, internet, cellular phones, long-distance telephone calls and faxing (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 TOR.
- d. In-house computer workstations
- e. Plotting charges
- f. Presentation materials
- g. 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 Technical Authority, they will be reimbursed to the consultant at actual cost or as described below:

- a. Extraordinary reproduction and delivery costs of documents, presentation material and other Technical documentation, to comply with NCC requests.
- b. Extraordinary transportation costs specified in the TOR.
- c. Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy.
- d. Other extraordinary disbursements provided they are:
 - I. Reasonably incurred by the Consultant
 - II. Related to the services required for a call-up

In all such cases, extraordinary requirements should be described and estimated in the TOR 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 Technical Authority.

6 PROPOSAL EVALUATION

6.1 Evaluation Process

The evaluation process will involve the following phases:

- a. Technical Proposal Evaluation
- b. Financial Proposal Evaluation
- c. Proponent Total Score (combination of the Technical and Financial proposal scores)
- d. Determination of firms to be offered an SOA

6.2 Technical Proposal Evaluation

- a. To be declared responsive, a proposal must:
 - i. Comply with all the RFSO forms submission requirements of the solicitation;
 - ii. Meet all mandatory technical criteria; and
 - iii. Obtain the required minimum of 60% on each point rated criteria, and, achieve at least 70 points overall (on a scale of 100 points) for the Point Rated Criteria.
- b. Proposals not meeting requirements (i), (ii) and (iii) will be declared non-responsive.
- c. 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.
- d. The Technical Evaluation Committee will be comprised of no fewer than three (3) evaluation committee members currently working with the federal government in the design and construction field.

Technical evaluation of the proposal will be completed in accordance with the clauses contained in the RFSO document and evaluated based on the following mandatory and rated requirements.

6.3 Mandatory Technical Criteria

The Offeror must meet the mandatory technical criteria specified below. The Offeror must provide the necessary documentation to support compliance with this requirement. Offers which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion must be addressed separately:

Mandatory Technical Criteria (MT)			
The Offeror:			
Number	Description	Met / Not Met	Substantiation (proposal page number)
MT1	The Offeror must identify a primary point of contact to deliver this standing offer.		
MT2	The Offeror must identify resources for all of the following resource categories and for each of them, a backup resource Construction Cost Specialists: 1 Senior Cost Estimator 1 Intermediate Cost Estimator 1 Junior Cost Estimator Any individual cannot be proposed for more than ONE resource category. The Offeror must provide a resume for each resource.		
MT3	The Offeror must submit three (3) reference projects, from within the last 7 seven years prior the RFSO closing date, demonstrating experience where the Offeror was the lead construction costing Specialist for projects meeting all of the following criteria: a. All three projects must have a minimum capital cost of \$5 million; b. At least one project must comprise office accommodation of a minimum of 12,000 m ² ; c. All projects must be located in Canada.		For each project, at the minimum, the Offeror shall provide the following: a) Project description and up to 5 key deliverables as described in the SOW; b) Name of the client; c) Date of the project; d) Nature of the project scope, schedule and project capital cost; e) Responsibilities of principals and the work performed by the Offeror on the project; and f) Client references - name, address, phone, and email of client contact at working level - references may be checked.
MT4	The proposed "Senior" resource must demonstrate experience in the following: a. In the last 10 years, prior to the RFSO closing date, working as the lead resource in at least two (2) projects each with a minimum capital cost of \$5 million. b. In the last 10 years, prior the RFSO closing date, working as the lead resource providing construction cost estimating services for one AFP infrastructure and/ or facility project at project planning and delivering phases; c. Must be a certified PQS in 'Good Standing'; and d. Must have completed a College Diploma as a minimum educational requirement.		.For each project, at the minimum, the following info shall be provided: a. Name of the client; b. Date of the project; c. Nature of the project scope, schedule and project capital cost; d. Responsibilities of the work performed on the project; and e. Client references - name, address, phone, and email of client contact at working level references may be checked

MT5	<p>The proposed "Intermediate" resource must demonstrate experience in the following:</p> <ul style="list-style-type: none"> a. In the last seven (7) years, prior the RFSO closing date, working as a key resource providing construction cost estimating services in at least two (2) construction projects of a construction value of \$3 million and above at project planning and delivering phases; b. Must be a certified PQS or CEC in 'Good Standing'; and c. Must have completed a College Diploma as a minimum educational requirement. <p>For each project, at the minimum, the following info shall be provided:</p> <ul style="list-style-type: none"> a. Name of the client; b. Date of the project; c. Nature of the project scope, schedule and project capital cost; d. Responsibilities of the work performed by the resource on the project; and e. Client references - name, address, phone, and email of client contact at working level - references may be checked. 		
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6.4 Point-Rated Technical Criteria (PRTC)

Offers which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below. Offers which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Instructions to Offerors for responding to point-rated technical criteria:

1. In addressing the point rated evaluation criteria, the Offeror should supplement the information supplied in response to the mandatory requirements with details outlining the depth and extent of the relevant experience, qualifications and specialized expertise of the proposed resource. All claims regarding resource experience, qualifications or expertise should be substantiated through the provision of detailed project descriptions of how and where the claimed experience, qualifications or expertise were gained. Unsubstantiated claims of experience, qualifications or expertise will not be considered by the evaluation team during the point rated evaluation.
2. The Offeror's Score will be based on the evaluation scale provided in the table below.
3. As applicable, the Offeror should indicate the location in the proposed resources' resumes of supporting information to substantiate relevant experience for each point rated evaluation criteria.
4. A pass mark required is a minimum of 60% on each point rated criteria, and, achieve at least 70 points overall (on a scale of 100 points) for the Point Rated Criteria. Offers for which evaluated scores fail to achieve this pass mark, as a minimum, will be deemed non-responsive.

Point Rated Technical Criteria (PRTC)					
The Offeror:					
Number	Description	Maximum Score	Minimum Score	Offeror's Score	Reference to proposal page
PRTC1	<p>UNDERSTANDING</p> <p>The Offeror shall demonstrate their understanding of the Statement of Work (a copy/paste from the RFSO is not acceptable).</p>	15 Points	9 Points		

<p>PRTC 2</p>	<p>APPROACH</p> <p>The Offeror shall provide a detailed description and demonstrate its approach and methodology to achieve the Statement of Work. The Offeror shall provide the following elements:</p> <ul style="list-style-type: none"> a. The Offeror's approach to the various individual call-up scenarios that may arise as a result of this Standing Offer; (10 points) b. Demonstration of the Offeror's methodologies and techniques that will be used to provide the quality control of the services provided ; (10 points) c. Demonstration of the Offeror's methodologies and techniques for benchmarking required in the Statement of Work.(10 points) 	<p>30 Points</p>	<p>18 Points</p>		
<p>PRTC 3</p>	<p>STRENGTH AND EXPERIENCE OF PROPOSED TEAM</p> <p>Details relating to each member of the team demonstrating capability in providing the services required.</p> <p>The Offeror shall provide the following elements:</p> <ul style="list-style-type: none"> a) Detailed information regarding the diversity of cost planning/estimating projects undertaken by the proposed key team members. Three (3) points will be given (up to a maximum of fifteen (15) points) for each different type of project such as new construction, major recapitalization/renovation, office fit-up, major infrastructure (roads, dams, and bridges) heritage construction, building rehabilitation, Security projects, green building, etc. (15 points) b) Detailed information regarding the diversity of cost planning/estimating projects undertaken by the proposed key team members. Three (3) points will be given (up to a maximum of fifteen (15) points) for each different type of project such as new construction, major recapitalization/renovation, office fit-up, major infrastructure (roads, dams, and bridges) heritage construction, building rehabilitation, IT projects, Security projects, green building, etc.(15 points) c) Detailed information regarding the complexity of cost planning/estimating projects undertaken by the proposed key team 	<p>35 Points</p>	<p>21 Points</p>		

	<p>members. Five (5) points to a maximum of fifteen (15) points will be given in relation to project values, Canadian and National Capital region experience, number of professional disciplines and stakeholders involved, and any other dimension of risks and challenges, etc.; and (15 points)</p> <p>d) Points will be given for the proper formatting as listed below.</p> <p>Information to be supplied for each project shall include the following:</p> <ul style="list-style-type: none"> •Title of the project / program and Name of the client; •Location; •Duration (start and completion dates – minimum 2 years); •Services and scope summary; •Client references - name, address, phone, and email of client contact at working level <p>- references may be checked.</p> <p>(5 points)</p>				
PRTC4	<p>STRENGTH AND EXPERIENCE OF THE CORPORATION</p> <p>a. Summary information about the Offeror corporation's experience in undertaking both a) and b) in RT3 above (10 points); and</p> <p>b. A description of the Offeror's approach to involvement of senior personnel in quick response to client requests. (Ex. Business processes, policies, client service standards, ISO certified, etc....)</p> <ul style="list-style-type: none"> - Five (5) points for the client service standards/policies. - Five (5) points for the business processes. <p>(10 points)</p>	20 Points	12 Points		

NCC Evaluation Board members will use the generic evaluation table below to evaluate the strengths and weaknesses of the Offeror's response to evaluation criteria PRTC1; PRTC2 and PRTC3. These criteria will be rated with even numbers (0, 2, 4, 6, 8 or 10) and then multiplied by its respective weighting.

6.5 Evaluation and Rating

0 point	INADEQUATE	WEAK	ADEQUATE	FULLY SATISFACTORY	STRONG
	2 points	4 points	6 points	8 points	10 points
Did not submit information which could be evaluated	Lacks complete or almost complete understanding of the requirements.	Has some understanding of the requirements but lacks adequate understanding in some areas of the requirements.	Demonstrates a good understanding of the requirements.	Demonstrates a very good understanding of the requirements.	Demonstrates an excellent understanding of the requirements.
	Weaknesses cannot be corrected	Generally doubtful that weaknesses can be corrected	Weaknesses can be corrected	No significant weaknesses	No apparent weaknesses
	Offeror do not possess qualifications and experience	Offeror lacks qualifications and experience	Offeror has an acceptable level of qualifications and experience	Offeror is qualified and experienced	Offeror is highly qualified and experienced
	Team proposed is not likely able to meet requirements	Team does not cover all components or overall experience is weak	Team covers most components and will likely meet requirements	Team covers all components - some members have worked successfully together	Strong team has worked successfully together on comparable projects
	Sample projects not related to this requirement	Sample projects generally not related to this requirement	Sample projects generally related to this requirement	Sample projects directly related to this requirement	Leads in sample projects directly related to this requirement
	Extremely poor, insufficient to meet performance requirements	Little capability to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

6.6 Fee Proposal Evaluation

Following the technical evaluation, fee proposal envelopes will be opened for proponents that meet or exceed the minimum 60% score in each criterion of the technical evaluation and a cumulative score of no less than 70 points overall. An average price is determined by summing all the price proposals that passed the technical evaluation and dividing the total by the number of price proposals that passed the technical evaluation.

The price proposals will be scored as per the following formula:

$$\left[1 - \frac{|bid\ price - average\ price|}{average\ price} \right] \times 30$$

The Bid Price is the Total of the Fee Schedule excluding taxes.

6.7 Proponent Total Score

The Technical and Financial Weight Ratings are multiplied by the applicable percentage below to establish their Total Score.

The Total Score is obtained by adding the proponent's Technical and Financial Scores in accordance with the following table:

DESCRIPTION	WEIGHT RATING	PERCENTAGE	SCORE
Technical Proposal	0-100	70%	0-70
Financial Proposal	0-30	30%	0-30
Total Score			0-100

Qualified firms will be ranked in terms of the highest Total Score to the lowest Total Score.

Example:

PROONENT	TECHNICAL RATING	RATING HIGHER THAN 70%	TECHNICAL PERCENTAGE OF	TECHNICAL SCORE	FINANCIAL RATING	FINANCIAL PERCENTAGE OF TOTAL SCORE	FINANCIAL SCORE	TOTAL SCORE	RANKING
A	75	OK	70 %	52.5	30 000,00 \$	30 pts	27.9	78.4	3
B	70	OK	70 %	49	25 000,00 \$	30 pts	26.8	75.8	5
C	87	OK	70 %	60.9	15 000,00 \$	30 pts	16.1	77.0	4
D	95	OK	70 %	66.5	30 000,00 \$	30 pts	27.9	94.4	1
E	95	OK	70 %	66.5	40 000,00 \$	30 pts	17.1	83.6	2

6.8 Determination of Firms to be Offered a Standing Offer Agreement

The NCC will select a minimum of three (3) or a maximum of four (4) highest-ranked firms that, subject to an NCC Procurement review, will be offered an SOA.

7 APPENDICES:

1. Fee Schedule
2. General Conditions
3. Supplementary Conditions
4. Security Requirements
5. Consultant Evaluation Form
6. Supplier registration & tax information form.
7. COVID-19 Vaccination Requirement Certification Form

FEE SCHEDULE

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

Classification of personnel	Fixed Hourly Rates Year 1 (\$/hour) (A)	Estimated Level of Effort (hours) (B)	Total (\$) (A x B)
Senior Cost Estimator	\$ /hr	150	
Intermediate Cost Estimator	\$ /hr	100	
Junior Cost Estimator	\$ /hr	50	
TOTAL FEE OFFER EXCLUDING TAXES:			

- Hourly/unit rates must be stated in Canadian dollars. Hours in weight factor are for bid evaluation purposes only.
- **Failure to include an appropriate rate for each classification outlined above will result in the disqualification of the proposal.**
- 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:
 - I. travel time
 - II. travel fare
 - III. mileage
 - IV. parking fees
 - V. taxi charges
 - Reproduction and delivery costs of drawings of technical documentation specified in the TOR;
 - Standard office expenses: Photocopying, computers, internet, cellular phones, long-distance telephone calls and faxing (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 TOR;
 - In-house computer work station;
 - Plotting charges;
 - Presentation materials;
 - Rental of office space; and
 - Any other expense identified in the TOR 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 Technical Authority 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;

- o Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
- o 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 Technical Authority.

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

Bidder (Firm or Joint Venture) :

Name: _____

Signature _____ Date: _____

Signature _____ Date: _____

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

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

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.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

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.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 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.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 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.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 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.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

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).

GENERAL CONDITIONS
Professional and Consulting Services - Appendix A

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.

SUPPLEMENTARY CONDITIONS

Professional and Consulting Services - Appendix B

SC1 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.

SC2 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.

SC3 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.

SC4 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.

SC5 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.

SUPPLEMENTARY CONDITIONS
Professional and Consulting Services - Appendix B

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.

SC6 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.

SC7 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.

SC8 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.

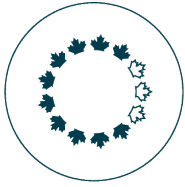
SC 9 Use of NCC Geomatics Database

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.

SUPPLEMENTARY CONDITIONS
Professional and Consulting Services - Appendix B

- 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.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

Security Requirements

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

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

Security screening of individual

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1st 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

Responsibilities of the Company Security Officer (CSO)

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

In collaboration with the NCC 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 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;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these

documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Access to site

All visits to site shall be coordinated with, and approved through NCC Corporate Security.

Security of Information

NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with. In the event that contractor does not meet the requirements to obtain the requested clearance, the contractor or subcontractor shall take the corrective measures recommended by NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization.

Confidentiality and Safeguarding

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project's layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.



**CONSULTANT PERFORMANCE EVALUATION FORM
FORMULAIRE D'ÉVALUATION DU RENDEMENT DE L'EXPERT-CONSEIL**

PO number- N° de bon de commande	Project Number - N° du projet	NCC Portfolio – Portfolio de la CCN
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Description of work - Description des travaux

Firm's Name - Nom de l'entreprise	Firm's Address – Adresse de l'entreprise
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CONTRACT INFORMATION - INFORMATION SUR LE CONTRAT

Contract Award Amount - Montant du marché adjugé	Contract Award Date - Date de l'adjudication du marché
--	--

Final Amount - Montant Final	Contract Completion Date - Date d'achèvement du contrat
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No. of Amendments - Nombre de modifications

PROJECT MANAGER - GESTIONNAIRE DE PROJET	DESIGN LEAD – RESPONSABLE DE LA CONCEPTION
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Name - Nom	Tel ext No. - N° ext de tél	Name - Nom	Tel ext No. - N° ext de tél
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DESIGN - CONCEPTION	Category - Catégorie	Scale Échelle	Points Pointage
<p>This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.</p>	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

QUALITY OF RESULTS - QUALITÉ DES RÉSULTATS	Category - Catégorie	Scale Échelle	Points Pointage
<p>This is the rating of the quality of not only the final deliverable but also the deliverables throughout the various stages of the project. Voici l'évaluation de la qualité du produit final, mais aussi des produits à livrer aux diverses étapes du projet.</p>	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

MANAGEMENT - GESTION	Category - Catégorie	Scale Échelle	Points Pointage
<p>This is the rating of how the project was managed including the project delivery, and overall consultant services. Voici l'évaluation de la façon dont le projet a été géré, y compris l'exécution du projet et la prestation de l'ensemble des services d'expert-conseil.</p>	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

TIME - DÉLAIS	Category - Catégorie	Scale Échelle	Points Pointage
<p>This is the rating of time planning and schedule control. Voici l'évaluation de la planification du temps et du contrôle du calendrier.</p>	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

COST - COÛT	Category - Catégorie	Scale Échelle	Points Pointage
<p>This is the rating of the quality of cost planning and control during the life of the project. Voici l'évaluation de la qualité de la planification et du contrôle des coûts pendant la durée du projet.</p>	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

Total points / Total du pointage	/200
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Comments – Commentaires

Project Manager - Signature	Design Lead - Signature	Date
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INSTRUCTIONS AND ADDITIONAL INFORMATION INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES

DESIGN - CONCEPTION

The following items should be considered:

- Understanding of the project objectives and constraints
- Thoroughness of and logical approach in problem analysis and exploration of alternatives
- Appropriateness of concept and sensitivity to context (physical and non-physical, image, site, geography, function, client, etc.)
- Functional/technical requirements: effectiveness of concept in providing for functional and technical requirements, including flexibility and expansion
- Aesthetic/spatial qualities and/or engineering "elegance"
- Functional performance for users: efficiency, safety, comfort and convenience, ease of operation and maintenance including engineering and architectural support elements/services
- Building science and engineering technology: equipment and construction systems, materials selections and detailing conducive to efficient construction and good life-cycle performance/economics; judgment in balancing between use of new technology vs. reliance on proven technology

Il faut tenir compte des éléments suivants :

- Compréhension des objectifs et des contraintes du projet
- Rigueur de l'analyse des problèmes et de l'approche logique utilisée et recherche de solutions de rechange
- Pertinence du concept et sensibilité au contexte (physique et non physique, image, site, géographie, fonction, client, etc.)
- Exigences fonctionnelles et techniques : efficacité du concept pour répondre aux exigences fonctionnelles et techniques, y compris la souplesse et l'expansion
- Qualités relatives à l'esthétique et à l'espace et/ou «élégance» technique
- Rendement fonctionnel pour les utilisateurs : efficacité, sécurité, confort, commodité, facilité de fonctionnement et d'entretien, y compris les éléments ou services de soutien à l'architecture et au génie
- Science du bâtiment et techniques de l'ingénieur : équipement et procédés de construction, sélection et description des matériaux favorisant la construction efficace et un bon rapport rendement/prix pendant la durée de vie; jugement pour équilibrer l'utilisation de nouvelles technologies et de technologies éprouvées

QUALITY OF RESULTS - QUALITÉS DES RÉSULTATS

The following items should be considered:

- Responsiveness to NCC/Client input
- Coverage of all aspects of process (all technical issues addressed, approval authorities, departmental procedures, etc.)
- Quality of studies including: comprehensive investigation work, logical analysis, firm and substantiated recommendations, clarity of presentation
- Quality of working documents (completeness, accuracy, co-ordination)
- Quality control on construction
- Contract administration - correctness, timeliness

Il faut tenir compte des éléments suivants :

- Réceptivité aux suggestions de la CCN et du client
- Traitement de tous les aspects du processus (toutes les questions techniques, les pouvoirs d'approbation, les procédures ministérielles, etc.)
- Qualité des études, y compris : examen complet des travaux à effectuer, analyse logique, recommandations fermes et justifiées, clarté de la présentation
- Qualité des documents de travail (complets, exacts et coordonnés)
- Contrôle de la qualité relative à la construction
- Administration du contrat - exactitude, rapidité

MANAGEMENT – GESTION

The extent to which the firm takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC. Consideration should be given to:

- Delivery of a comprehensive, reliable and effective service in a responsive, orderly and "surprise free" manner
- Appropriate understanding of the Consultant role, within the context of NCC's operating environment and objectives and of the needs of the project
- Application of initiative, judgement and attentiveness in providing services
- Management of Consultant team: leadership, efficiency, fairness, and ensuring proper level of service
- Co-ordination of sub-consultants, if applicable
- Sensitivity of external factors: awareness of current conditions in the building industry and in the local community, and use of this information for the benefit of the project

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN. Il faut tenir compte des éléments suivants :

- Prestation d'un service complet, fiable et efficace de façon souple, ordonnée et «sans surprise»
- Bonne compréhension du rôle de l'expert-conseil dans le contexte de l'environnement opérationnel de la CCN et compte tenu des objectifs et des impératifs du projet
- Initiative, jugement et attention dans la fourniture des services
- Gestion de l'équipe d'experts-conseils : leadership, efficacité, équité et prestation d'un niveau de service adéquat
- Coordination du travail des sous-expert-conseil, s'il y a lieu
- Sensibilité aux facteurs externes : connaissance des conditions actuelles dans l'industrie du bâtiment et dans la collectivité locale et utilisation de cette connaissance dans l'intérêt du projet

TIME - DÉLAIS

For the purpose of evaluating the firm's time performance, consideration must be given to conditions beyond the firm's control including NCC / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- On-schedule delivery of services in every stage

En ce qui a trait à l'évaluation du respect des délais par l'entreprise, il faut tenir compte des conditions indépendantes de la volonté de celle-ci, y compris du rendement de la CCN, de l'entrepreneur et du client. Le gestionnaire de projet doit évaluer si les éléments suivants ont été fournis :

- Présentation de rapports d'avancement précis dans les délais prescrits
- Prestation des services dans les délais requis à toutes les étapes

COST - COÛT

The following items should be considered:

- Management of the design development within cost plan
- Timeliness of estimating and cost plan monitoring
- Final project estimate vs. Actual (established at award)
- Application of value engineering to design decisions, if applicable
- Appropriate balance of cost between estimate elements

Il faut tenir compte des éléments suivants :

- Gestion de l'élaboration de la conception dans le cadre du plan financier
- Rapidité de l'estimation et surveillance du respect du plan financier
- Estimation finale par rapport à l'estimation actuelle (faite au moment de l'attribution du contrat)
- Application de l'ingénierie de la valeur aux décisions de conception, s'il y a lieu
- Bon équilibre des coûts entre les éléments de l'estimation

SCALE - ÉCHELLE

Unacceptable: Performance did not meet expectations. The Terms of Reference objectives were not met. Timely and significant improvement is required

Not Satisfactory: Performance meets some but not all expectations. The consultant demonstrates the potential to achieve the Team of Reference objectives; however, occasional lapses have been observed during the contract. Improvement or development in some areas is required

Satisfactory: Performance fully meets all expectations. The Consultants has effectively achieved all of the Terms of Reference objectives

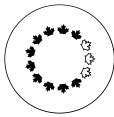
Superior: Performance exceeds expectations and consistently generates strong results above those established in the Terms of Reference

Inacceptable: la performance n'a pas rencontré les attentes. Les objectifs des termes de référence n'ont pas été atteints. Des améliorations importantes et opportunes sont nécessaires

Non satisfaisant: la performance répond à certaines attentes mais pas à toutes. Le consultant démontre le potentiel pour atteindre les objectifs des termes de référence; cependant, des défaillances occasionnelles ont été observées pendant le contrat. L'amélioration ou le développement de certains aspects sont nécessaires

Satisfaisant: la performance répond pleinement à toutes les attentes. Les consultants ont atteint efficacement tous les objectifs des termes de référence

Supérieur: la performance dépasse les attentes et génère systématiquement des résultats forts et supérieurs à ceux établis dans les termes de référence



New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier		Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)	
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP		<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 LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire.		<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) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : <input type="checkbox"/>	Number / Numéro : <input type="checkbox"/>			
Not registered / non inscrit <input type="checkbox"/>	Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque 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 : _____

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 a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca 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

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.

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

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.

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.

COVID-19 Vaccination Requirement Certification Form

Certification

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*solicitation number/quote number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract/Purchase Order who access National Capital Commission (NCC) / federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of December 15, 2021; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures as of December 15, 2021 that have been presented to and approved by the NCC;

until such time that the NCC indicates that the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract/Purchase Order. I understand that the certifications provided to the NCC are subject to verification at all times. I also understand that the NCC will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the Contract/Purchase Order period. The NCC reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by the NCC will constitute a default under the Contract/Purchase Order.

Signature: _____

Date: _____

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract/Purchase Order and who require access to NCC / federal government workplaces where they may come into contact with public servants.