

REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY : Stacy Semé, Sr. Contract Officer stacy.seme@ncc-ccn.ca	BID DEADLINE: March 22, 2022 at 3:00 pm EDT
RETURN TO: →	
National Capital Commission NCC Bid email Bids-soumissions@ncc-ccn.ca Emails to refer to NCC tender file no. SS005	

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 – stacy.seme@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 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.
- 1.5 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.
- 1.6 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 paid to the successful Consultant who will be required to

make the appropriate remittances to Revenue Canada and the respective provincial governments.

- 1.7 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).
- 1.8 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.
- 1.9 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.
- 1.10 Facsimile transmittal of proposals will not be accepted.
- 1.11 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.
- 1.12 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.
- 1.13 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.
- 1.14 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 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).

2.2 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.

REQUEST FOR STANDING OFFER

PROFESSIONAL SERVICES IN ENVIRONMENTAL
ENGINEERING - CONTAMINATED SITES

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1 OVERVIEW

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

It is the NCC's intention to award maximum of eight (8) 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, in the provinces of Ontario and Québec.

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

Call-ups made under an SOA for **Professional Services in Environmental Engineering – Contaminated Sites (2022-2026)** will be managed by the NCC's Sustainable Development and Environmental Services Division, Environmental Projects Section.

The Request for Standing Offer (RFSO) for **Professional Services in Environmental Engineering – Contaminated Sites (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 SOAs awarded.

First Nation Involvement

The Government of Canada is committed to enhancing economic opportunities for Indigenous Peoples through a number of different mechanisms including subcontracting possibilities. First Nations may have several resources (people and equipment) that could be used to support projects initiated under this SOA. At the request of the NCC and in accordance with the NCC's Indigenous Procurement Policy, the NCC Contracting Authority may require the consulting engineering firm to make a request to the First Nation on what services and resources they have available for a certain project, and require the consulting engineering firm to use the resources and services that the First Nation has identified for the project to the extent possible.

Sustainable Development

The Government of Canada is committed to meeting international targets to achieve net-zero carbon emissions by 2050, while promoting environmentally responsible economic growth, protecting and restoring ecosystems and ensuring that all Canadians flourish from clean and healthy environments. As part of this SOA, and to align with Federal priorities for green procurement, the National Capital Commission requests consulting engineering firms to apply environmental considerations to work carried out under this SOA, where applicable. At the request of the NCC, the NCC Contracting Authority may request the consulting engineering firm to consider environmental

mitigation measures when planning and carrying out certain environmental projects under this SOA. These measures may include, but are not limited to, the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support for reuse and recycling; the use of renewable resources; reduced hazardous waste; reduced toxic and hazardous substances; and support for biodiversity and climate resilience.

COVID-19 vaccination requirement

This requirement is subject to the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel. The Bidder recommended for contract award must complete and provide the COVID-19 Vaccination Requirement Certification promptly upon request before Standing Offer award.

A copy of the COVID-19 Vaccination Requirement Certification can be found at Annex 8.

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 engineering firms to provide services on an "as and when requested" basis under an SOA for **Professional Services in Environmental Engineering – Contaminated Sites (2022-2026)**. It is the NCC's intention to award a maximum of eight (8) SOAs, dependent on the number of qualified proposals and the NCC's projected value of environmental engineering and contaminated sites work. Appendix 1 (General Conditions – Professional and Consulting Services) and Appendix 2 – (Supplementary General Conditions – Professional and Consulting Services) will form part of the resulting SOA (sample provided) and call up purchase orders.

2.2 Duration 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.

2.3 Future Adjustment to Fees

The unit rates proponents quote on the Fee Schedule form will be applicable for the first year. For the second, third and fourth year, the 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%.

2.4 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 3. The NCC reserves the right to cancel any SOA if the performance of the Consultant is evaluated to be non-satisfactory or unacceptable.

2.5 SOA Expenditure Limits

The SOA is intended for use on small and medium projects. The maximum all-inclusive amount payable for any one purchase order (call-up) shall be **\$400,000.00** including all fees, disbursements, sub-consultant costs and applicable taxes.

The total dollar limit of consulting work to be awarded per firm for the entire four-year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume of environmental engineering and contaminated sites work for the four-year period 2022-2026.

2.6 Roles and Authorities

2.6.1 Project Manager

The NCC will appoint a Project Manager (NCC PM) 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 at all times 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 NCC's Contracting Authority call up purchase order approval, the NCC PM is the only one with authorization for any change to the scope, cost or schedule of the Consultant's call up PO.

2.6.2 Consultant's Project Manager

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

2.6.3 Standing Offer Authority

The Standing Offer Authority is:

Stacy Semé
Senior Contract Officer
National Capital Commission

Telephone: 343-553-5682

E-mail address: stacy.seme@ncc-ccn.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, she is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

2.7 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 (refer to Section 6.2.2.4 for the minimum years of experience in services for projects to those that will be carried out under this RFSO):

- a. Principal
- b. Senior Scientist / Geoscientist / Engineer
- c. Intermediate Scientist / Geoscientist / Engineer
- d. Junior Scientist / Geoscientist / Engineer
- e. Senior Technician /Technologist
- f. Intermediate Technician /Technologist
- g. Junior Technician /Technologist
- h. Draftsperson / CAD Operator
- i. Clerical

Note:

All sub-consultants must meet NCC requirements and be approved by the NCC.

Any replacement or addition of members in the Core Team should be submitted for review and approval by the NCC.

2.8 Insurance

2.8.1 Errors and Omissions Insurance

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

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

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

2.8.2 Liability Insurance

Consultants shall maintain an “Occurrence Based” liability insurance policy with the following minimum requirements:

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

2.8.3 Sub-Consultants

Consultants shall ensure that their sub-consultants have professional errors, omissions, and liability insurance for either:

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

2.8.4 Insurer Responsibilities

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

2.8.5 Insurance Coverage

In all cases, said insurance shall cover the Consultant, its directors, and all its employees.

2.9 Safety, Security and Confidentiality

See Appendix 4 for Security, Access, Confidentiality, and Safeguarding conditions in effect for these SOAs.

2.10 Formatting, Labelling and Handling of Documents

Information submitted to the NCC must be provided in the following formats:

- a) All textual information (e.g. specifications, cost estimates, reports) must be in digital format (Microsoft Word or unlocked PDF format, at the discretion of the NCC PM);
- b) All site photos and site plans must be in PDF format.
- c) All data tables must be in Microsoft Excel format;
- d) All drawings and sketches must be in AutoCAD 2019 or later version; and,
- e) All Appendices (e.g. figures, plans, results tables, etc.) must be in their original 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 Project Manager for downloading.

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

See Appendix 5 for NCC's requirements with regards to the formatting, labelling and handling of documents for these SOAs.

2.11 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 PM.

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

All communications, other than communications with Consultant team members, shall be copied to the NCC PM within one (1) week of the correspondence being signed or received. The NCC PM shall be permitted access to all of 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 or Sub-Consultants communicate project information to the media or general public unless requested to do so in writing by the NCC PM. Should reporters, representatives of the media or the general public contact the Consultant, its employees or its sub-consultants, the Consultant shall refer the media or the general public to the NCC PM (or designated NCC communications staff) and notify the NCC PM immediately.

When required, 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.

2.12 Stakeholders

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

3 CONDITIONS & PROCEDURES FOR PURCHASE ORDERS

3.1 Initiating a Standing Offer Agreement Purchase Order

Once a SOA is in place, individual requests for environmental work will be handled as purchase orders (or call-ups) against the SOA.

The Consultants must be able to begin and/or mobilize in the National Capital Region for services requested no later than 5 business days after receiving a purchase order call-up to the Standing Offer Agreement.

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 environmental 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 pre-existing knowledge of the site, 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 PM will contact the Consultant to provide information and follow either of the two following procedures:

- a) The NCC PM will have already prepared a written Terms of Reference (TOR) for the work request, to which the Consultant will provide a proposal against a call-up.
- b) Following a discussion with the Consultant on the desired scope of work, the NCC PM may request that the Consultant confirm the work request details back to the NCC in the form of 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, project objectives 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 (this applies to in-house staff and sub-consultant(s), if applicable).
- 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 PM for final review and approval and shall be revisited, edited and/or resubmitted as necessary until the NCC PM 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 PO for the call-up.

Unless otherwise approved by the NCC PM, 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 in its entirety a call-up PO to any other firm.

The NCC reserves the right to:

- a. Request Consultants to seek sub-consultants and specialists other than those suggested by the Consultant (and as required, consider proposals from sub-consultants and specialists named by the NCC).
- b. Request a proposal from more than one Consultant for the same call-up.
- c. Cancel any portions of the work and assign subsequent portions to another firm.
- d. Award work to firms not included in the SOA.

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.

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

3.2 Basis of Payment - Establishing costs and cash flow on a Standing Offer Agreement purchase order

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

In most instances, the Proponent's fee will be derived 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 (described in Section 2.9).
- b) Hourly rates must include and/or exclude disbursements as detailed in Section 5.3.
- c) Offers of service for individual call-ups must recognize that where a 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 Engineer to do Technologist tasks, the hourly rate payable for these tasks shall be that of the Technologist).
- d) Consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each PO to enable the NCC to verify, if and when required, the time-cost of the Consultant's and sub-consultant's work.

3.3 Consultant acting as Prime

When Consultants are required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants (e.g. drillers, analytical laboratories, etc.), their proposal for call-up shall include the following as separate line items:

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

Notes:

- a) Consultants and their sub-consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each PO to enable the NCC to verify, if and when required, the time-cost of the Consultant's and sub-consultant's work.
- b) The NCC reserves the right to award POs as 'lump sum' contracts.

- c) The NCC reserves the right to request cash flow projections on individual call-ups to facilitate reporting of quarterly accruals and projected costs to year-end.
- d) The contract amounts shown for any PO will be adjusted and reduced to reflect any de-scoping in the work requested by the NCC. Adjustments (i.e. change orders) are to be confirmed in writing by the NCC PM.

3.4 Invoicing

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

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 PM. 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 PM 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 PM.

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 PM
- g) All applicable taxes, each in separate line items

To ensure good project communication, it is mandatory that Consultants advise the NCC PM when 50% and 75% of approved costs have been incurred for a given call-up (or if so requested by the NCC PM, 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

Call-ups may include any or all of the following environmental services. The required services will be one of the three general types of environmental consulting services (ECS) detailed in ECS1, ESC2 and ESC3 below and involve the prerequisite project management skills identified in ECS4 and ECS5 below. Specific services will be identified in each call-up.

- ECS 1 Phased Environmental Site Assessments.
- ECS 2 Human Health and Ecological Risk Assessments.
- ECS 3 Technical Expertise and Site Remediation Design, Implementation and Management.
- ECS 4 Project Management Support including Risk Management and Risk Communication.
- ECS 5 Bilingual Consultant Reports.

ECS 1 PHASED ENVIRONMENTAL SITE ASSESSMENTS (ESAs)

The phased environmental site assessments will be carried out primarily in accordance with the applicable federal and provincial legislation, NCC requirements and national environmental site assessments standards and procedures. The ESAs will be conducted in a phased approach to identify and quantify the contamination in order to develop a remedial action plan or risk management plan. The findings from one phase will indicate whether further evaluation will be required and will aid in designing and implementing the subsequent phase.

ECS 1.1 Phase I ESAs

Unless otherwise specified, the work will generally comprise the activities outlined in the CSA Phase I Environmental Site Assessment standard (CSA Z768-01). This includes a review of historical records, an interview program, a site visit and the completion of a summary report. The goal of the work is to identify all areas of potential environmental concerns (APECs) spatially on the property related to historical and current land use and to identify the specific contaminants of potential concern (CoPCs) associated with known or suspected sources of contamination. This information will act as the basis for the design and implementation of an intrusive Phase II ESA program, if required.

Note: In certain circumstances (and upon request of the NCC PM), the requirements of the Phase I ESA may be expanded to ensure compliance with the requirements of Ontario Regulation 153/04 (O.Reg. 153/04) (Records of Site Condition). In addition,

the NCC may, upon the request of the NCC PM, require services related to Designated Substances and/or other Hazardous Materials. These services may be completed concurrently with the Phase I ESA or as an independent scope of work. These services may include, but are not limited to Designated Substances Surveys, Asbestos Management Plans and Abatement Cost Estimates.

ECS 1.2 Phase II ESAs

This work will generally be based on the findings of the Phase I ESA and will comprise mainly of field investigations, consisting of an intrusive sampling and analytical testing program, and potentially geophysical testing. The purpose of the Phase II ESA program is to identify the presence or absence of actual contamination at areas of APECs identified from a previous Phase I ESA. If contamination is not extensive, this program may include delineation of contamination. If this is not possible, however, such delineation activities will fall within the scope of work for a Phase III ESA, if required.

All work will be as per applicable legislation, protocols, standards and guidelines. The methodology employed shall be in conformance with industry accepted methods and protocols, including but not limited to, those specified by the Canadian Council of Ministers of the Environment and the Canadian Standards Association (report Z769-00).

Note: In certain circumstances (and upon request of the NCC PM), the requirements of the Phase II ESA may be expanded to ensure compliance with the requirements of O.Reg. 153/04 (Records of Site Condition).

The Consultant may be asked to carry out all or part of the following work depending on environmental issues and site-specific considerations:

- a. Based on information obtained in Phase I ESA, design a field program for the site. Methods expected to be used include geophysical surveys, surface sampling, test pitting, soil, surface water, groundwater, or sediment sampling, borehole drilling, installation of groundwater monitoring wells (including well registration in accordance with appropriate regulations), on-site screening tests, installation of soil vapour probes, soil vapour sampling, indoor air quality sampling, analytical testing, and surveying. The program shall provide for evaluation of the site contamination by characterizing the soil, sediment, surface water and groundwater along with characterizing the geologic and hydrogeologic conditions and other relevant environmental components in the most efficient manner possible. This will include, where applicable, the use of field screening techniques to assist in the identification of contamination present. Statistical analysis of on-site screening tests and analytical tests to evaluate the extent of contamination may be required.
- b. Upon review and approval of the field program by the NCC PM, implement the program to identify the nature and possibly the extent of the contamination on the site.
- c. Prepare and submit a laboratory testing program for the representative

samples to be collected during the field program. Upon approval of the program, analyze the samples for the agreed upon parameter list in keeping with appropriate quality control (QC) protocols approved by the NCC PM. The samples shall be analyzed according to Canadian Council of Ministers of the Environment (CCME) environmental quality guidelines, as amended from time to time, as well as relevant federal, provincial, and local standards or guidelines, if applicable. The selection of guidelines and standards for numerical comparison of analytical results and for the identification of contaminated sites will be based on a detailed review of land use and will require approval by the NCC PM.

- d. From the results of the detailed investigation and laboratory testing program, the Consultant shall clearly identify all contaminated sites spatially on the property, the associated contaminants of concern, and if possible, extent of impacted media (lateral/vertical distribution of contamination and estimated volume for each media). Consideration shall be given to such factors as potential for migration and off-site contamination. Plans and profiles shall be provided to assist in delineating the contamination and migration patterns, if applicable.
- e. Where contamination is found to be extensive and the limited field program design and budget are insufficient to delineate the extent of contamination, a work plan and budget estimate would be required for a detailed delineation program (i.e. Phase III ESA).
- f. Prepare a report outlining the results of the evaluations as well as the need for further assessments including all associated costs, if required.

Note: Based on site location/schedule, projects may be structured to allow for limited Phase II activities in conjunction with Phase I ESAs.

ECS 1.3 Phase III ESA, Monitoring Programs and Preliminary Remedial Options Analysis

This work will comprise mainly of further sampling and analysis of the subject property based on the results of previous phases, assessment, and reporting of all evaluations conducted. As well, a preliminary review of remedial options and selection of the preferred remedial action plan (RAP) or risk management plan (RMP), may be required. The methodology employed shall be in conformance with industry accepted methods and protocols, including but not limited to, those specified by the Canadian Council of Ministers of the Environment and Canadian Standards Association (report Z769-00).

Note: In certain circumstances (and upon request of the NCC PM), the requirements of the phased assessments may be expanded to ensure compliance with the requirements of O.Reg. 153/04 (Records of Site Condition).

The Consultant may be asked to carry out all or part of the following work depending on environmental issues and site-specific considerations:

- a. Prepare a work plan for further investigation based on the recommendations of Phase II ESA studies. The work plan shall contain complete details of the proposed investigation activities such as, but not limited to, geophysical testing, surface sampling, test pitting, drilling, surveying, on-site testing, analytical testing, etc. The work plan shall include cost estimates, scheduling of work and other relevant information required to complete the delineation of the contamination and to collect sufficient information to confirm the suitability of several feasible approaches to remedy the contamination, including in situ monitoring or risk management. The Consultant will critically compare these approaches by considering factors such as risks to workers and the surrounding population, and economic and technical feasibility. The Consultant will determine the extent of remediation measures required and prepare a remediation cost estimate. The Consultant will also prepare and submit a laboratory testing program and Quality Assurance (QA) plan for the representative samples to be collected during the field program.
- b. Implement the work plan upon approval by the NCC PM. Upon approval of the laboratory testing program, analyze the samples for the agreed upon parameter list, as discussed in section ECS 1.2.c.
- c. From the results of the detailed investigation and laboratory testing program, the Consultant shall prepare a report that clearly identifies all contaminated areas spatially on the property, the associated contaminants of concern, and extent of impacted media (lateral/vertical distribution of contamination and estimated volume for each media). The extent of delineation and accuracy of the volumes of contaminated media shall be detailed to the point that a remedial estimate and degree of accuracy can be generated, as described below.
- d. Complete a detailed remedial options analysis (ROA) that aims to identify and evaluate appropriate remedial measures to remediate the site in accordance with applicable federal, provincial, and local remediation criteria. Optional remedial measures should be identified based on known technology (including sustainable green technologies) and local environmental conditions and sensitivities and the preferred alternative shall be recommended based on various selection criteria, and associated weighting, developed in consultation with the NCC PM and relevant stakeholders. Costs of various options shall be estimated to assist in the selection of the preferred alternative.
- e. Prepare a preliminary remedial action plan (RAP) or risk management plan (RMP) for the preferred alternative with an indicative cost estimate for implementation. The indicative cost to implement the remedial action or risk management plan (RAP or RMP) shall be calculated in accordance with industry standards and best practices. Note that an indicative cost estimate is defined as a lower quality, order of magnitude estimate, that would be considered as a cost objective (i.e., replaces former Class C and D Cost Estimates). The indicative cost estimate will be inclusive of all required

activities for the completion of the remedial plan and will list all assumptions used in the development of the estimate. The Consultant shall provide an interpretation of the degree of accuracy (i.e. a range), including a risk assessment that outlines the areas of uncertainty of the cost estimate and the impact that this uncertainty may have on the estimate.

- f. If requested by the NCC PM, the Consultant will summarize the relevant data required for Federal Contaminated Sites Inventory (FCSI) reporting in tabular format similar to that specified in the DFRP Contaminated Sites Input Guide for a specified contaminated site
<http://www.tbs-sct.gc.ca/fcsi-rscf/home-accueil-eng.aspx>
- g. If requested by the NCC PM, the Consultant will complete the National Classification System for Contaminated Sites (NCSCS) score sheet for a specified contaminated site, as per the latest version of the Canadian Council of the Ministers of the Environment (CCME) NCSCS Guidance Document and Worksheet(s).

ECS 2 HUMAN HEALTH AND/OR ECOLOGICAL RISK ASSESSMENTS

In some cases, the NCC may require the Consultant to undertake a human health and/or ecological risk assessment for a particular contaminated site. The risk assessment shall be carried out as per the federal risk assessment framework for a site to determine potential human health and/or environmental implications of identified contamination based on the background review and completed field program. However, in certain circumstances (and upon request of the NCC PM), the requirements of the risk assessment may be expanded to ensure compliance with the requirements of O.Reg. 153/04 (Records of Site Condition).

Risk assessments completed for the NCC under the federal process shall include the following sections: problem formulation, exposure analysis, toxicity analysis, and risk characterization. The level of detail of the risk assessment (screening level, preliminary or detailed quantitative assessments) will depend on the degree of risk associated with the contaminated site and potential for impact.

The Consultant may be asked to carry out all or part of the following work depending on environmental issues and site-specific considerations:

- a. Develop both a site-specific risk assessment (SSRA) work plan and an indicative budget estimate for approval by the NCC PM. The work shall utilize the information collected on the subject property to develop a detailed site-specific conceptual model which includes such factors as analysis of the hazard of contaminants of concern, receptor identification, exposure pathways, prediction of contaminant concentrations at receptor locations, toxicity estimates, and an interpretation of the ecological or human health effects and the degree of uncertainty. This information shall then be used to determine whether the contaminant of concern presents a risk to the receptors and recommended alternatives to mitigate this risk, including all associated

costs for implementation of risk management activities.

- b. As part of the risk assessment process, the Consultant may propose, and be authorized to complete, additional fieldwork or necessary monitoring to verify that the assumptions used in the risk assessment are valid, and that there are not unacceptably high risks to receptors.
- c. Develop site-specific remediation objectives for the subject property and/or provide a risk management plan that would involve managing the contamination in place based on the risk assessment results. The development of risk-based, site-specific cleanup objectives in accordance with accepted methodologies, including but not limited to, guidance documents listed under FCSAP, the CCME, HC and EC such as "Guidance Manual for Developing Site-Specific Soil Quality Remediation Objectives for Contaminated Sites in Canada" (CCME, 1996), "A Protocol for the Derivation of Environmental and Human Health Soil Quality Guidelines" (CCME, 2006), "A Framework for Ecological Risk Assessment: General Guidance" (CCME, 1996), FCSAP Guidance on Human Health Risk Assessment, Parts I to VII, (Health Canada), FCSAP Ecological Risk Assessment Guidance (Modules 1 to 4, Environment Canada) and other relevant guidance documents and updates.

ECS 3 TECHNICAL EXPERTISE AND SITE REMEDIATION DESIGN, IMPLEMENTATION AND MANAGEMENT

The NCC may require the consultant to coordinate, supervise, or undertake environmental remediation / risk management projects, or to assist with environmental aspects during construction projects involving site contamination. The types of projects in this category may include pre-remediation assessments, developing scopes of work for remediation projects, developing soil, sediment, surface water and/or groundwater management plans including options for soil, sediment, surface water and/or groundwater management during construction projects involving site contamination and conducting or supporting the supervision of soil, groundwater, surface water, soil vapour or sediment remediation and/or contaminated site management during construction projects.

Consultants may be asked to carry out all or part of the following work depending on environmental issues and site-specific considerations:

- a. The Consultant shall develop and prepare a Site Remediation Plan utilizing information collected during phased assessments and remedial actions plans (preliminary design concepts) of the subject property. This may include completing bench or field scale pilot studies of the preferred remedial alternative to verify the effectiveness of the design prior to proceeding with remediation. The Site Remediation Plan shall clearly define the specific work activities associated with the remediation program. The consultant will be required to prepare specification documents, prepared in accordance with the current National Master Specifications, which will be used by the NCC to solicit bids from contractors and will specify the contractors' duties and

responsibilities during the project and the basis for payment. This document shall also include a detailed Health and Safety Plan for all aspects of each project. The Consultant will also prepare a substantive cost estimate and cost breakdown for the project as well as a proposed schedule with appropriate milestones.

- b. In support of the development and implementation of remedial action plans, the Consultant may be required to complete an Evaluation of Environmental Effects (EEE) or an Environmental Assessment (EA) in accordance with the Canadian Impact Assessment Act (CIA) 2019.
- c. If the remedial action plan involves soil excavation, the Consultant may be required to conduct geotechnical, structural or civil engineering studies to confirm the requirements for the safe and responsible excavation of soils including shoring and soil hoarding requirements.
- d. If the remedial action plan involves site reinstatement, the Consultant may be required to prepare specifications for structural and/or civil components (e.g. fencing, pathways, infrastructure, parking lots, etc.), and consider functional engineering (e.g. surface water drainage) in all designs.
- e. The Consultant may be required to identify specialized technical assistance on a project specific basis. For example, certain projects may involve screening for unexploded ordnance (UXO), and nuclear, biological, chemical (NBC) agents during the ESA or remediation.
- f. The Consultant may be required to assist the NCC during the tendering process. This work may include assisting the NCC in preparing responses to bidder inquiries, attending bidder meetings to clarify project requirements, conducting site inspections with bidders during the tendering period, and assisting in the evaluation of bid packages.
- g. The Consultant may be responsible for on-site supervision as the NCC's Representative during all remedial activities to ensure that the Contractor is completing work in accordance with the Site Remediation Plan including the technical specifications, design drawings and Health and Safety Plan. This includes maintaining quality, budget, and schedule control using Earned Value Analysis and recording all necessary activities in accordance with the measurement for payment. This may also include completing on-site screening, sampling, and analysis to guide the contractor in its remediation activities and completing the necessary confirmatory sampling and on-site surveying and field measurements to document the completion of the work and that remedial objectives have been satisfied. This work may also include issuance of interim and final certificates of completion of the remediation work and collection or preparation of as-completed drawings. The Consultant will remain available to meet contractors and the NCC to discuss the progress or results of remediation projects.
- h. To document completion of remediation activities, the Consultant will be required to complete, sign, and stamp a Record of Site Condition as

developed by the Ontario Ministry of the Environment for sites identified for divestiture within the Province of Ontario and an equivalent document for sites identified for divestiture in the Province of Quebec. For sites that are to remain within the NCC's federal inventory, the Consultant will complete, sign, and stamp a final Remediation Report.

- i. The Consultant shall complete written reports summarizing the remediation work completed. The extent of the work as well as all site restoration activities are to be documented. The remediation reports are to contain plan and profile drawings illustrating the locations of verification samples and documenting that the environmental quality of remediated media remaining in place following remedial work is below remediation objectives as defined in the project scope of work or they shall contain details of a risk management plan for any contamination remaining on site. The report will identify the receiving facilities for any materials transported off-site and provide appropriate backup documentation (i.e., weigh bills, certificates of destruction, sewer surcharge agreements, etc.).
- j. The Consultant shall develop and execute sampling programs, as required, for ongoing monitoring of various impacted media related to risk management plans for contamination remaining in place following a remediation program. The abandonment of obsolete monitoring wells may also be required, in accordance with appropriate regulations.
- k. The Consultant shall provide technical advice and assistance on all aspects of contaminated site management during construction projects, including the development of Soil, Sediment, Surface Water and/or Groundwater Management Plans to be used by the NCC and/or their contractor in planning and execution of construction projects. The Consultant may be required to complete field investigations, consisting of an intrusive sampling and analytical testing program, and potentially geophysical testing to assist in the development of options for the management of excess soil generated during construction projects. The Consultant shall provide advice and guidance to the NCC on regulatory requirements associated with disposing of excess soil in Ontario or Quebec, and in particular the requirements of Ontario Regulation (O.Reg.) 406/19. The consultant will be required to act as the Qualified Person (O.Reg 153/04) and represent the NCC in all aspects pertaining to O.Reg 406/19, as applicable.

ECS 4 PROJECT MANAGEMENT SUPPORT INCLUDING RISK MANAGEMENT AND RISK COMMUNICATION

Integral to the foregoing specific technical environmental project requirements, the Consultant will be required to demonstrate strong project management expertise. Project management skills that will be drawn upon during the execution of call-ups under the Standing Offer will primarily include: Integration, Scope, Schedule, Budget, Quality, and Risk. Although the former four management skills are self-evident, the Risk Management skill set is imperative in the successful completion of contaminated

sites management due to the sensitive nature and uncertainties associated with these projects.

The Consultant may be required to develop a Risk Management Plan for projects undertaken beyond a Phase I ESA, or for contaminated sites management during construction projects. The Risk Management Plan would identify the schedules for key deliverables, the inputs required from key stakeholders, and the impact of delays to the budget, schedule, and quality. The Risk Management Plan would be clearly communicated to the identified key stakeholders, from which input is required, during the project initiation meeting.

The Consultant may also be required to assist in the development of Risk Communication Plans. The Risk Communication Plan will identify the primary spokesperson through which communications would be channeled, the key stakeholders to be kept informed, and the timing and types of information to be released and the methods to be used in information dissemination during the life of the project. The Risk Communication Plan would be created in conjunction with the NCC, as applicable.

Note:

Environmental Consultants may be required to work as a member of a multidisciplinary team (e.g. architecture, landscape architecture, structural, civil and geotechnical engineering, industrial design) in the planning and implementation of a project.

ECS 5 BILINGUAL CONSULTANT REPORTS

Reports, presentation material and tender documents, including design drawings and specifications, may be required in both official languages as specified by the NCC PM for a given project. A professional seal must be affixed to both language versions of the documents.

The successful Proponent and sub-consultant(s) shall be responsible for all errors and omissions related to the translation provided. The NCC shall not pay for any costs associated with translation errors and/or corrections. The NCC may request that the Consultant replace the firm or individuals providing this service should translation errors persist.

ECS 6 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, AND RULES

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies, or other rules in force at the site where the Work is performed.

4.2 General Services

4.2.1 Schedules

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

4.2.2 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 PM.

4.2.3 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 PM. At the request of the NCC PM, the Consultant PM shall submit, in advance, a progress report (and/or cash flow projection) to the NCC in preparation for 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 may be held at NCC offices, project sites and/or virtually, as required.

5 RESPONDING TO THIS RFSO - 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 in two (2) separate emails, in the manner described below.

The Technical Proposal (email #1) shall contain:

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

The Financial Proposal (email #2) shall contain:

- a) One (1) electronic copy in Adobe pdf format of Appendix 6 Fee Schedule.
Note: The Financial Proposal cannot be part of the Technical Proposal electronic copy.

5.2 The Technical Proposal (email #1)

5.2.1 Format and Quantities

- a) Technical Proposals should be submitted by email and should be limited to a maximum of 30 MB.

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

- a) Page 1 of the RFSO, and, the cover sheet, provided it is composed of titles and/or graphics only.
- b) 'Letters of introduction', CVs and Table of Contents
- c) Blank sheets, and/or tab sheets used as separators

Note:

- a) Individual CVs should be limited to no more than 3 pages
- b) Individual example projects should be limited to no more than 3 pages
- c) A combination of page sizes is permitted (e.g. one executive (11"x17") size page counts for two (2) sides of a letter (8 ½"x11") size page.

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

Technical Proposals in electronic Adobe pdf format must encompass all accompanying graphics, photographs, company profiles, CVs etc. submitted to the NCC and be saved such that the search function is effective.

Pages in the proposal are to be numbered.

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

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

5.3 The Financial Proposal (email #2)

The Financial Proposal is to be submitted in email #2, as per instructions provided under the RFSO.

5.3.1 Financial Proposal (Fee Schedule) (email #2)

The Financial Proposal shall include one (1) signed electronic copy in Adobe pdf format of the Fee Schedule (Appendix 6).

5.3.2 Hourly Rates

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

- a. Principal
- b. Senior Scientist / Engineer / Geoscientist
- c. Intermediate Scientist / Engineer / Geoscientist
- d. Junior Scientist / Engineer / Geoscientist
- e. Senior Technician / Technologist
- f. Intermediate Technician / Technologist
- g. Junior Technician / Technologist
- h. Draftsperson/CAD Operator
- i. Clerical

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.

For the category personnel of Principal, Senior, Intermediate and Junior Scientists / Engineers / Geoscientists / Technicians / Technologists, 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 RFSO proposal, hourly rates submitted by the Proponent in the Financial Schedule are multiplied by the specified 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 to / from / 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
 - VI. Overnight accommodations
- a. Reproduction and delivery costs of drawings, CAD files, specifications and other 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
- h. Any other expense identified in the TOR that the NCC will not pay for

5.3.4 Disbursements not included in Hourly Rates

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

- a. All disbursements including, but not limited to sub-contractor services (e.g. drillers, locators, civil / structural engineers, analytical services), equipment and field supplies, as approved the NCC PM, will be paid at cost.
- b. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CAD files, specifications and other Technical documentation, to comply with NCC requests.
- c. Extraordinary transportation costs for material samples and models additional to that specified in the TOR.
- d. Fees for approvals and permits to conduct field investigations and material testing.
- e. Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy.
- f. 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 PM.

5.4 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

5.5 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.

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 requirements of the solicitation;
 - ii. Meet all mandatory requirements; and
 - iii. Obtain the required minimum of 70 points overall (on a scale of 100 points) for the technical evaluation based on the Rated Requirements of Subsection 6.2.2 (Rated Requirements).
- 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, according to the criteria described in Subsection 6.2.2.
- d. The Technical Evaluation Committee will be comprised of no fewer than three (3) scientists, engineers or geoscientists currently working with the NCC in the environmental engineering and contaminated sites field, and, overseen by a fairness monitor from Procurement Services.
- e. Technical evaluation of the proposal will be completed in accordance with the clauses contained in the RFSO document and evaluated based on the following rated requirements and Evaluation Criteria.

6.2.1 Mandatory requirements

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

ID	Mandatory Requirement	YES/NO	Reference to proposal page number
M1	The Bidder MUST be authorized to provide environmental engineering and consulting services in contaminated sites.		
M2	<p>The Bidder MUST include environmental engineers or geoscientists licensed, or eligible to be licensed, certified or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the province of Ontario and Québec.</p> <p>If the Proponent is licensed to practise in only one of the two provinces, then that Proponent must be eligible and willing to be licensed in the province in which they are not licensed.</p> <p>The only authorities which can validate the eligibility to be licensed as an Engineer are the Ordre des Ingénieurs du Québec (OIQ) and/or the Professional Engineers of Ontario (PEO). The only authorities which can validate the eligibility to be licensed as a Professional Geoscientist are the Ordre des Géologues du Québec (OGQ) and/or the Professional Geoscientists of Ontario (PGO).</p> <p><i>Bidder must include copy of certificates/licenses with their bid.</i></p>		
M3	The Bidder MUST include Qualified Persons (QPs), as per the regulatory definition in Ontario Regulation 153/04.		
M4	The Bidder MUST offer environmental engineering and consulting services in contaminated sites as one of their primary areas of expertise. This may include, but not be limited to environmental site assessments, human health and ecological risk assessments, remedial design and oversight, and risk management.		

M5	<p>The Bidder MUST meet and maintain the requirements outlined in the Security, Access, Confidentiality, and Safeguarding Clauses (see Appendix 4).</p> <p>The NCC reserves the right to cancel SOAs held by firms that fail to uphold any of the security levels or conditions outlined in Appendix 4.</p>		
M6	<p>The Bidder MUST include senior, intermediate and junior project in-house personnel with the minimum number of years experience in similar projects in context, complexity and scope to those anticipated to occur under this RFSO, as defined in Section 6.2.2.4 of this RFSO.</p>		

6.2.2 Rated Requirements

Proposals meeting the mandatory requirements will be evaluated in accordance with the following criteria:

6.2.2.1 Rated Requirement 1 – Organizational Structure

The Proponent shall provide:

- Their organizational structure as it relates to delivering services for this SOA and a brief description of the same.

Structure of Response:

- The management and organizational structure should be presented graphically and focus on all personnel who will be providing services for this SOA;
- The firm’s capability for providing required services in-house. If sub-contractors are to be used, a description of the management plan to address roles and responsibilities and quality, schedule, and budget control is required;
- Each member of personnel should be shown with their respective title, anticipated role, years of experience and responsibilities in providing services, their proposed category level (see Section 2.7) and discipline;
- The assignment of the resources and availability of back-up personnel;
- To provide context to the organizational structure, the Proponent should provide an accompanying brief description of the identified roles and rationalize the selection of personnel assigned to fulfill them.

Evaluation Criteria for Rated Requirement 1:

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1A	How well the Proponent’s organizational structure demonstrates their ability to provide for the needs of this SOA. This includes having an organizational structure that effectively facilitates the provision of services, with clearly defined lines of communication including who has the ultimate responsibility of resolving major problems, and the illustration of all relevant positions that will be directly providing services.	3.0	

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1B	How clearly the Proponent has identified roles and respectively assigned personnel that are expected to provide for the needs of this SOA. The roles are well defined and relevant to providing services as defined throughout the RFSO, and that the personnel assigned to each role has a relevant combination of experience, training, and competencies to fulfill that role.	3.0	
1C	How well the Proponent demonstrates that they have the capacity, in numbers and expertise, to provide the services under each discipline (including back-up members and sub-consultants) of this SOA.	3.0	
		Total Points Obtained:	
		Maximum Points: 9	

6.2.2.2 Rated Requirement 2 – Service Management

The Proponent shall provide:

- A description detailing how the Proponent will provide and manage their services throughout a call-up, including their plan for sub-consultant coordination and how quality control will be carried out for deliverables.

Structure of Response

- The firm’s approach to responding to the individual call-ups;
- Quality control techniques;
- Budget control techniques;
- Schedule control techniques;
- Project risk management techniques; and,
- Conflict resolution techniques.

Note: General statements that do not convey the day-to-day activities that will take place will not rate as high as those providing specific statements. For example, general statements such as “we follow the highest engineering standards available to ensure our deliverables are of a high quality”, will not score as well as those providing more specific statements such as “our quality process includes the review of all deliverables prior to submission, which entails these specific steps carried out in these specific ways...”.

Evaluation Criteria for Rated Requirement 2: The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2A	How the Proponent proposes to provide and manage their service throughout a call-up. The approach is proportional, applicable, and holistically addresses the services required and types of projects listed in the RFSO.	4.0	
2B	How the Proponent's proposed quality control process is expected to consistently ensure high quality deliverables under this SOA. The quality control process is systematic and specific to the deliverables required.	4.0	
	Total Points Obtained:		
	Maximum Points: 8		

6.2.2.3 Rated Requirement 3 – Example Projects

The Proponent should demonstrate that over at least the past three (3) years, at a minimum the senior and intermediate personnel proposed for this work have participated in a range of environmental site assessments, risk assessments, remediation projects and general contaminated sites management services requiring the full scope of services described in Section 4.0 (and specifically Environmental Consulting Services (ECS)). Assignments should have involved a range of projects including small and large phased environmental site assessments, ecological and human health risk assessments, the design and management of site remediation projects and the management of contaminated sites during construction projects. Projects involving special characteristics such as difficult site conditions, recalcitrant contaminants, innovative remedial technologies, consultation with multiple stakeholders including First Nations, or public sector clients should be noted.

The Proponent shall provide:

- Eight (8) examples of significant projects (construction management will not be considered suitable for evaluation) for which the Proponent has provided environmental consulting engineering and contaminated sites management services which have reached substantial performance at the issuance date of this RFSO as stated on its cover page at the time of proposal submission. The specific roles played by individuals from the core team should be highlighted in the project description.
- Example projects must include the following:
 - Environmental engineering and contaminated sites management services provided for two (2) environmental site assessments as per the services described in Section 4.1 ECS 1 (Phased Environmental Site Assessments);
 - Environmental engineering and contaminated sites management services provided for one (1) risk assessment, as per the services described in Section 4.1 ECS 2 (Human Health and Ecological Risk Assessments);
 - Environmental engineering and contaminated sites management services provided for two (2) remediation projects, as per the services described in Section 4.1 ECS 3 (a) – (j) (Technical Expertise, Site Remediation Design, Implementation and Management);
 - Technical expertise in contaminated site management on construction projects provided for two (2) construction projects, as per the services described in Section 4.1 ECS 3 (k) (Technical Expertise, Site Remediation Design, Implementation and Management);
 - Environmental engineering and contaminated sites management services provided for one (1) contaminated sites project that included the services described in Section 4.1 ECS 4 (Project Management Support including Risk Management and Risk Communication).

- The Proponent must possess direct knowledge and experience on the example projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a Joint Venture Proponent.
- Only the first eight (8) projects listed in sequence will be rated and evaluated.

Structure of Response:

- A detailed description of the project, including the scope of services rendered, project objectives, specific constraints and how these were overcome, deliverables, and unique solutions achieved and other relevant information as applicable to provide context.
- Start and end dates, plus original end date.
- Cost of the environmental engineering and contaminated sites management services provided by the Proponent.
- Information on the personnel who provided services on the project, including name, discipline, their respective role and responsibilities, whether or not they are still employed by the Proponent, whether or not they will be providing services for the SOA.
- Indicate the Proponent’s success in providing project deliverables within stated quality, budget, and schedule requirements and Client reference information per project at the working level, including the title of the reference, a valid email address and a valid telephone number. Note: The NCC reserves the right to self reference based upon past projects that the consultant has completed for the NCC whether these projects were submitted as part of the eight projects examples or not (if applicable).

With the exception of referencing, the evaluation of each proponent will be completed based solely on the information provided in the proposal. The proponent must clearly illustrate in the proposal how the above requirements/objectives were achieved by the project. No assumptions will be made by the evaluation board.

Where a submitted example project is ongoing, the services accomplished to date by the Proponent should be clearly delineated from the services that are anticipated to occur in the future. Please note that the Evaluation Board cannot consider services that have not yet been rendered.

Where a submitted example project is being carried out as a joint venture, the Proponent should indicate the responsibilities of each of the involved persons or entities.

Evaluation Criteria for Rated Requirement 3:

The example projects provided by the Proponent will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
3A	To what extent the proposed Personnel for this SOA participated and contributed to the services provided for in the example projects (how many projects the personnel provided services for, the duration the personnel worked on those projects, what and how much was contributed).	11.0	
	Total Points Obtained:		
	Maximum Points: 11		

Additionally, each of the example projects will be evaluated in accordance to the following:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
3B	To what extent the example projects are similar in context, complexity, and scope to those anticipated to occur under this RFSO. (Max of 8 projects)	32.0 (4.0 pts/project)	
	Total Points Obtained:		
	Maximum Points: 32		

6.2.2.4 Rated Requirement 4 – Personnel Expertise and Experience

Proponent must demonstrate that the firm has project personnel in-house with the capability, capacity and expertise in each area listed in Section 4.0 (Environmental Consulting Services (ECS) section).

The Principal must have a minimum of eighteen (18) years of experience in similar projects in context, complexity and scope to those anticipated to occur under this RFSO. Senior Scientists, Engineers, Geoscientists, Technicians and Technologists, must have a minimum of ten (10) years of experience in similar projects in context, complexity and scope to those anticipated to occur under this RFSO; the Intermediate Scientists, Engineers, Geoscientists, Technicians and Technologists must have a minimum of six (6) years of experience in similar projects in context, complexity and scope to those anticipated to occur under this RFSO; the Junior Scientists, Engineers, Geoscientists, Technologists must have a minimum of two (2) years of experience in similar projects. Years of experience should be provided for all individuals provided in the proposal.

The Proponent should provide CVs for the ‘Core Team’, as follows:

- Curriculum Vitae (CVs) in full for four (4) senior in-house personnel (including Principal) who will perform the majority of services for call-ups resulting from this SOA.
- Curriculum Vitae (CVs) in full for four (4) senior in-house personnel who will act as back-up personnel to the senior in-house personnel.

- Curriculum Vitae (CVs) in full for six (6) project in-house personnel (intermediate and/or junior project personnel) who will perform the majority of the work resulting from the individual call-ups.
- Curriculum Vitae (CVs) in full for six (6) project in-house personnel (intermediate and/or junior project personnel) who will act as the back-up project personnel.
- The selection of the project team member should cover the range of expertise and skill sets required to deliver on the provision of services specified in Section 4.0 (Environmental Consulting Services (ECS) section).
- Only the first (4) CVs for senior personnel, the first four (4) CVs for senior back-up personnel, the first six (6) CVs for project personnel and the first six (6) CVs for back-up project personnel listed will be rated and evaluated while any other submitted CVs will not be evaluated or rated by NCC.

Note:

- In-house personnel refer to personnel that are employed by the Proponent's organization and includes, where the Proponent is a partnership, the partners forming the partnership. Expertise and experience of personnel not within the Proponent's or Joint Venture Proponent's organization will not be considered in the evaluation.

Structure of Response: The following information should be provided for each CV:

- Details about the personnel, including their discipline, category level, accreditation(s), years of environmental engineering and contaminated sites management experience and work location.
- Other details about the personnel such as accomplishments, memberships, achievements, awards, etc.
- A description of the role the personnel will fulfill and the services the personnel will provide towards any call-ups issued under this SOA.
- CVs for back-up personnel should be clearly marked as such and must indicate the individual for which they are acting as back-up.
- The personnel's work experience, which should include for each project or activity: title, role in the project or activity, dates the services were performed, a brief description of the project or activity, along with the personnel's responsibilities and provided services.

Note: the personnel's provided services are especially important and should be clearly quantified and qualified. Responses that fail to do so will not receive the same consideration from the Evaluation Board as responses that do.

Evaluation Criteria for Rated Requirement 4

The provided CVs will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
4A	To what extent the submitted CVs present a team of individuals having a range of expertise and experience for projects that are similar to those that will be carried out for this RFSO, and that the in-house Personnel's work experience clearly demonstrates they have provided services for projects that are similar to those that will be carried out under this RFSO.	30.0	
4B	To what extent the submitted CVs present a team of individuals having a balanced representation of junior, intermediate and senior levels.	10.0	
Total Points Obtained:			
Maximum Points: 40			

RATED REQUIRMENTS		PASS/FAIL
Minimum Passing grade: 70/100	Points obtained: /100	

6.2.3 Evaluation and Rating

Each criterion will be evaluated on the strengths and weaknesses of the Proponent's response to the evaluation criteria using the Evaluation Rating Table below. Points granted will be multiplied by the Weight Factor in order to generate the Weighted Rating for that specific criterion.

	0 %	25%	50%	75%	100%
Rated Requirement	Incomplete	Inadequate	Adequate	Fully Satisfactory	Strong
1A	Did not submit information which could be evaluated	Organizational structure has significant weaknesses; it is doubtful that identified weaknesses can be corrected	Organizational structure has minor weaknesses; it is likely that weaknesses can be corrected	No weaknesses in organizational structure; no corrections required	Excellent organizational structure that will ensure effective provision of services
1B	Did not submit information which could be evaluated	Majority of assigned personnel do not have relevant experience, training and competencies to fulfill their role	Majority of assigned personnel have acceptable level of relevant experience, training and competencies to fulfill their role	All assigned personnel are qualified and experienced to fulfill their role	Majority of assigned personnel are highly qualified and very experienced to fulfill their role
1C	Did not submit information which could be evaluated.	Little capacity; insufficient to meet performance requirements	Acceptable capacity; should ensure adequate results	Satisfactory capacity; should ensure effective results	Superior capacity; should ensure very effective results
2A	Did not submit information which could be evaluated	Lacks understanding of the requirements in numerous areas	Demonstrates a good understanding of the requirements in most areas	Demonstrates a very good understanding of the requirements in all areas	Demonstrates an excellent understanding of the requirements in all areas
2B	Did not submit information which could be evaluated.	Quality control has significant weaknesses; it is doubtful that weaknesses can be corrected	Quality control has minor weaknesses; it is likely that weaknesses can be corrected	No weaknesses in quality control; no corrections required	Excellent quality control that will ensure high quality deliverables

	0 %	25%	50%	75%	100%
3A	Did not submit information which could be evaluated	Proposed personnel did not contribute to the majority of the example projects provided	Proposed personnel contributed to the majority of the example projects provided	Proposed personnel contributed to all example projects provided	Proposed personnel had significant contributions to all example projects provided
3B	Did not submit information which could be evaluated	The majority of the example projects are not related to this requirement	The majority of the example projects are generally related to this requirement	All example projects are directly related to this requirement	Superior project examples that are all directly related to this requirement
4A	Did not submit information which could be evaluated.	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
4B	Did not submit information which could be evaluated.	Team proposed is not balanced or lacks experience; not likely to meet requirements	Team is balanced and covers most components; will likely meet requirements	Team is balanced and covers all components – some members have worked successfully together	Team is balanced and covers all components; strong team who has worked successfully together on comparable projects

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED RATING*
Organizational Structure			
1A	3.0	0 – 100%	0 - 3.0
1B	3.0	0 – 100%	0 - 3.0
1C	3.0	0 – 100%	0 - 3.0
Service Management			
2A	4.0	0 – 100%	0 - 4.0
2B	4.0	0 – 100%	0 - 4.0

Example Projects			
3A	11.0	0 – 100%	0 - 11.0
3B	32.0 (4.0 per project)	0 – 100%	0 - 32.0
Personnel Expertise and Experience			
4A	30.0	0 – 100%	0 - 30.0
4B	10.0	0 – 100%	0 - 10.0
Total			0 – 100

6.3 Fee Proposal Evaluation

Following the technical evaluation, fee proposals will be evaluated for proponents that meet or exceed the minimum cumulative score of no less than 70 points overall.

An average price is determined by adding all the price proposals together 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.

6.4 Proponent Total Score

The Technical and Financial Weight Ratings are multiplied by the applicable percentage to establish their 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	0-100	30%	0-30
Total Score			0-100

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

Example:

PROPONENT	TECHNICAL SCORE (OUT OF 100)	RATING HIGHER THAN 70%	TECHNICAL PERCENTA	TECHNICAL SCORE	FINANCIAL RATING	FINANCIAL PERCENTA	FINANCIAL SCORE	TOTAL SCORE	RANKING
A	75	OK	70 %	52.5	30 000,00 \$	30 %	27.9	78.4	3
B	70	OK	70 %	49	25 000,00 \$	30 %	26.8	75.8	5
C	87	OK	70 %	60.9	15 000,00 \$	30 %	16.1	77.0	4
D	95	OK	70 %	66.5	30 000,00 \$	30 %	27.9	94.4	1
E	95	OK	70 %	66.5	40 000,00 \$	30 %	17.1	83.6	2
F	69	Disqualified							

6.5 Determination of Firms to be Offered a Standing Offer Agreement

The NCC may select a maximum of eight (8) highest-ranked firms that, subject to an NCC Procurement review, will be offered an SOA.

6.6 COVID-19 vaccination requirement certification

In accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, the Bidder recommended for issuance of a Standing Offer must complete and provide the COVID-19 Vaccination Requirement Certification promptly upon request before award of Standing Offer. This Certification forms a binding part of any resulting Call-up.

A copy of the COVID-19 Vaccination Requirement Certification can be found at Annex 8.

6.7 Eligibility for Standing Offer Agreements

6.7.1 Partnerships

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

- a) Is recognized by the OIQ, PEO, OGQ and/or PGO.
- b) Meets the requirements outlined in section 6 - Proposal Evaluation.
- c) Meets the requirements of the NCC legal and procurement directorates.

6.7.2 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 2.7), to provide immediate response when called upon, as follows:

- a. Be capable of attending meetings or briefings remotely, at NCC offices or on site, within 24 working hours of being requested.
- b. When called upon for urgent construction related services, be capable of being on the construction site within 4 working hours of being requested.
- c. Be capable of rendering construction review and supervision services on a daily basis if/when called upon by the NCC Project Manager (NCC PM).

Appendix 1

General Conditions – Professional and Consulting services

GENERAL CONDITIONS – PROFESSIONAL AND CONSULTING SERVICES

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.

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.

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.

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 Contractor, 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.

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.

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).

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.

Appendix 2

Supplementary Conditions – Professional and Consulting Services

SUPPLEMENTARY CONDITIONS - PROFESSIONAL AND CONSULTING SERVICES

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.

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.

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.

Appendix 3

Consultant Performance Evaluation Form



**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
------------------------------	---

No. of Amendments - Nombre de modifications

PROJECT MANAGER - GESTIONNAIRE DE PROJET DESIGN LEAD – RESPONSABLE DE LA CONCEPTION

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
This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.	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
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.	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
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.	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
This is the rating of time planning and schedule control. Voici l'évaluation de la planification du temps et du contrôle du calendrier.	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
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.	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

Appendix 4

Security, Access, Confidentiality, and Safeguarding Clauses

Security, Access Confidentiality and Safeguarding

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 as a minimum (sometimes Site Access, or, Secret when required)***

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.

Appendix 5 Formatting, Labelling and Handling of documents

FORMATTING, LABELLING AND HANDLING OF DOCUMENTS

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

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

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

1.0 Introduction

- 1.1 The NCC various engineering divisions, including environmental engineering, are designated CADD users. The NCC has adopted CADD Standard to establish practice standards which will facilitate and maximize the use of drawing files. In addition, the NCC seeks archive uniformity. NCC's CADD Standard is based on the Public Works and Government Services Canada (PWGSC) National CADD Standard. The NCC recognizes PWGSC support for allowing it to use integral parts of their document.
- 1.2 The NCC uses an NCC-specific 'Major Construction - General Conditions' for the 'front-end' of major construction tender documents for SOA work. These 'Major Construction - General Conditions' are similar to, but not identical to, those used by federal government departments.

2.0 General information regarding formatting and handling of drawings and specifications

2.1 Drawing File Format

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

2.2 Template Drawing

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

2.3 Standard drawing sheet sizes used by NCC: Sheet designation Overall size (mm)

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

2.4 External references (XREF)

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

2.5 Raster images

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

2.6 Searchable text

The NCC requires that the text on the PDF drawings submitted is searchable. The text must be TrueType Font (TTF) which makes the text searchable. This includes page numbering, callouts and details numbers. **TTF Criteria:**

- o The width factor must be 1.0
- o The oblique angle within the style set must be 0.0
- o The font must **not** be set to fit
- o The font must have a Z coordinate of 0.0
- o If the font is part of a block, the X and Y scale factors must be the same

2.7 Submittals

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

- o An original hard copy or electronic copy of project deliverables (reports, drawings, specifications etc.), with Consultant logo(s) and professional stamp(s) and signature(s).

- o PDF version of the .DWG files, with consultant logo(s) and professional stamp(s) and signature(s).
- o .DWG format files of drawings

-Note: At Consultant's discretion, Consultant's logo and professional stamp may be removed from the 'archive' copies of drawings, provided that the NCC has received an original stamped and signed of the drawings

- o .CTB File associated with the project, where applicable;
- o Digital files of all Sketch-up or other-software 3D modelling work in their original file format and in pdf format

2.8 File delivery

File transfers must adhere to the following rules:

- o Submission and transfer of drawing files may, on arrangement with NCC Project Manager, be sent via E-mail.
- o If the file size exceeds the limit of E-mail, files can be posted to the NCC's FTP site or submitted via the Engineering and Consulting Firm's secure e-file-transfer system.
- o All Drawing files regarding Official Residences must be submitted by secure means (e.g. security bonded courier service). Delivery by electronic mail is prohibited.

3.0 NCC Computer Aided Drafting Standards

3.1 File Presentation

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

- o A drawing must be purged of all definitions that are not used such as: layer names, text styles, dimension styles, layer filters, blocks, etc.
- o A drawing must not contain any object definitions without geometry. For example; an empty text or blocks without objects.
- o No object must be found on layer "0" or DEFPOINTS except for objects contained in a block definition and the dimensions.
- o A drawing must not contain any detectable error using the Audit Command. All presented files must also adhere to the following rules of best practice.
- o When the type of drawing lends itself to it, the lines must be drawn in an orthogonal mode.
- o All vectors must be drawn with closed corners.
- o The drawing must be saved such as to be printed without any page setup. The main layout must be active, and all the viewports adjusted and locked to the correct scale.

3.2 Drawing co-ordinates

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

3.3 Layering Standards

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

4 Convention for naming electronic documents / media:

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

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

Note: the aforementioned example would thus appear as:

Rideau Hall 2003 Verandah rehabilitation PlanA1 XYZ Architects.dwg

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

5 Digital photographs

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

Appendix 6 Fee Schedule

FEE SCHEDULE

See **Sections 2.7, 5.2 and 5.3**, for information providing details about what is (and isn't) included in the hourly rates for 'Core Team' staff'. Refer to Section 6.2.1.4 for the minimum number years of experience in similar projects required for each classification level. See **Sections 2.3 and 2.4** regarding potential future adjustments to fees.

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

CLASSIFICATION OF PERSONNEL, AND, TRANSLATION SERVICES	UNIT RATES FOR YEAR 1 (\$/HOUR) (A)	ESTIMATED WEIGHT FACTOR (HOURS) (B)	TOTAL (\$) (A x B)
Principal	\$ / hr	10	
Senior Scientist / Engineer / Geoscientist	\$ / hr	15	
Intermediate Scientist / Engineer / Geoscientist	\$ / hr	15	
Junior Scientist / Engineer / Geoscientist	\$ / hr	10	
Senior Technician / Technologist	\$ / hr	10	
Intermediate Technician / Technologist	\$ / hr	15	
Junior Technician / Technologist	\$ / hr	15	
Draftsperson CAD Operator	\$ / hr	5	
Clerical	\$ / hr	2	
Bid Total excluding taxes:			

Hourly/unit rates must be stated in Canadian dollars.

- **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:
 - o 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
 - VI. Overnight accommodations
 - o Reproduction and delivery costs of drawings, CAD files, specifications and other technical documentation specified in the TOR;
 - o 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).
 - o Courier and delivery charges for deliverables specified in the TOR;
 - o In-house computer work stations;
 - o Plotting charges;
 - o Presentation materials;
 - o Rental of office space; and
 - o 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 PM they will be reimbursed to the consultant at actual cost or as described below:
 - o All disbursements including, but not limited to sub-contractor services (e.g. drillers, locators, civil / structural engineers, analytical services), equipment and field supplies, as approved the NCC PM, will be paid at cost.
 - o Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
 - o Extraordinary transportation costs for material samples additional to that specified in the Terms of Reference;
 - o 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 PM.

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

Failure to include an appropriate unit rate for item of the Fee Schedule outlined above will lead to the disqualification of the proposal

Firm Name _____

Submitted by _____
Signature

Date _____

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

Appendix 7

Sample SOA document



For the provision of supplying services or goods XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX on an as needed and when requested" basis as per the clauses specified in the index on page 2.

Pour la fourniture de services ou biens de XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX selon les besoins et sur demande "conformément aux clauses spécifiées dans l'index à la page 2.

SOA HOLDER / DETENTEUR DE LA CONVENTION		ADDRESS CONTRACTUAL ENQUIRIES TO :
XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX		/ ADDRESSER LES DEMANDES DE RENSEIGNEMENTS CONTRACTUELLES À:
(hereinafter referred to as the "Contractor") / (ci-après référé comme "L'offrant ou l'entrepreneur")		XXXXXXXXXXXXXXXXXX
<input checked="" type="checkbox"/> Your proposal is accepted Nous acceptons votre proposition	To sell and/or supply to the National Capital Commission upon the terms and conditions set out herein and/or rates, the supplies and/or services listed herein and on any attached sheets at the price (s) set out therefor. De vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions ou taux énoncés dans les présentes, les articles et (ou) les services énumérés dans les présentes et sur toute feuille ci-annexée, au (x) prix indiqué (s).	
<input type="checkbox"/> Your tender is accepted Nous acceptons votre soumission.		

OHST or GST/QST:	Included	Payment Terms / Modalités de paiement	N30 days/jours
Send your invoice and 2 Envoyer votre facture et	copies at 2 exemplaires au	Accounts Payable Comptes Payable 202 – 40 rue Elgin Street Ottawa, ON K1P 1C7	Or send by email to Ou par courriel au payables@ncc-ccn.ca
Estimated Expenditure - Montant Estimatif \$ XXXXXXXXXXXXXXXXXXXX	Date XXXXXXXXXXXX	For the Commission - Pour la Commission XXXXXXXXXXXXXXXXXX	

<p>We hereby AGREE 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 price (s) set out therefore.</p> <p>Nous CONSENTONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées au recto de la présente et au(x) prix indique(s) les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-dessus et sur toute feuille ci-annexée.</p>	_____
	Print Name - Nom en majuscules

	Signature

	Date



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Inclusions (which are already in your possession):

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- Les documents sous la demande pour une convention d'offre à commandes du dossier de soumission de la CCN no. ALXXXX



1. PARTICULARS OF THE STANDING OFFER / PARTICULARITES DE LA CONVENTION D'OFFRE À COMMANDES:

1.1 GENERAL:

The Offeror offers to sell or provide and deliver to the Commission, the goods or services or both, listed at the price(s)/rate(s) or on the pricing basis set out, as and when the Commission may request such goods or services, in accordance with the following provisions.

It is understood and agreed that:

- a) a purchase order against this Standing Offer shall form a contract, only for those goods or services, or both, which have been called-up, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- b) the distribution of this Standing Offer does not oblige the Commission to authorize or order all or any of the goods, services, or both;
- c) the Commission's liability shall be limited to that which arises from purchase orders against this offer, made within the period specified herein;
- d) the Commission reserves the right to procure the specified goods or services by means of other contractual methods.

GENERALITES:

L'offrant offre de vendre ou de fournir à la Commission les biens ou services indiqués ou les deux, aux prix, ou selon la ou les formule(s) que la Commission aura besoin, pourvu que lesdits biens ou services soient commandés conformément aux dispositions suivantes:

Il est entendu et convenu:

- a) qu'une commande subséquente à cette convention d'offre à commandes ne constituera un contrat que pour les biens ou services commandés, ou les deux pourvu que la commande soit faite conformément aux conditions de la convention d'offre à commandes;
- b) que la distribution du présent document n'oblige aucunement la Commission à autoriser ou à commander l'ensemble ou une partie des biens et (ou) une partie des biens et (ou) des services;
- c) que la Commission ne sera redevable que pour les biens ou services commandés;
- d) que la Commission se réserve le droit d'acheter les biens ou services indiqués par l'entremise d'autres méthodes d'approvisionnement.

1.2 ASSIGNMENT AND SUBCONTRACTING:

The Offeror understands that it may not assign the Standing Offer nor assign any portion of the work, except as is customary in carrying out of similar services, without the prior written consent of the Commission.

CESSIONS ET SOUS-TRAITANCE:

L'offrant comprend qu'il ne peut céder la convention d'offre à commandes ni aucune partie de l'ouvrage, sauf pour la fourniture de services avec des fournisseurs qui offrent de tels services dans le cours normal de leurs affaires, sans le consentement préalable par écrit de la Commission.

1.3 PERTINENT LAWS:

Any contracts resulting from authorized purchase orders shall be administered and interpreted in accordance with the existing legislation in the Province of Ontario.

LOIS PERTINENTES:

L'accord d'une convention d'offre à commandes est interprété selon les lois en vigueur dans la Province de l'Ontario.



1.4 PERMITS AND BY-LAWS:

The Offeror shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission, and shall pay for all permits and certificates required in respect of the execution of the work.

LOIS ET PERMIS MUNICIPAUX:

L'offrant respectera toutes les lois et tous les règlements relatifs aux travaux, qu'ils soient d'origine fédérale, provinciale ou municipale, comme si les travaux étaient exécutés pour une personne autre que la Commission de la capitale nationale et il devra payer tous les permis et certificats exigés relativement à l'exécution des travaux.

1.5 NOTIFICATION OF WITHDRAWAL/REVISION:

After "Authority to make a purchase order against a Standing Offer" has been given, in the event that the Offeror wishes to withdraw/revise this Offer, it will inform the Commission with at least 30 days prior written notice, in order that the Commission may inform all designated users. Any withdrawal/revision of this Offer will not affect any purchase orders made prior to the receipt by the Commission of such notice.

AVIS DE RETRAIT/REVISIONS:

Après que "l'autorisation de passer des commandes subséquentes à une convention d'offre à commandes" soit émise et si nous, l'offrant, désirons retirer/réviser la convention d'offre à commandes, nous aviserons la Commission avec un préavis de 30 jours par écrit, afin que les usagers désignés en soient avisés. Lors d'un retrait/une révision de la convention d'offre à commandes, les commandes placées avant que la Commission ne reçoive l'avis ainsi que durant les 30 jours suivants, ne seront pas affectées.

1.6 EQUIVALENT MEANINGS:

Wherever the word "Commission" appears in this document or in the Commission's conditions, National Capital Commission shall be substituted where the context requires it. Wherever the words "Contractor", "Contractor", "tenderer" or "vendor" appear in this document or in the Commission's conditions, Offeror shall be substituted where the context requires it.

SIGNIFICATIONS EQUIVALENTES:

Chaque fois que le mot "fournisseur", "expert conseil", soumissionnaire" ou "vendeur" apparaît dans le présent document ou dans les conditions de la Commission, le remplacer par l'expression "l'offrant" là où le texte l'exige.

1.7 DESIGNATED USERS:

The Offeror agrees to sell or provide the goods or services, or both, stated herein, and to deliver same to any authorized representative of the Commission, hereby permitted to requisition supplies in accordance with the terms and conditions of this offer.

UTILISATEURS DESIGNES:

L'offrant convient de vendre ou de fournir les biens ou services indiqués, ou les deux, et de les livrer à tout représentant autorisé de la Commission qui est autorisé par les présentes à demander des biens/services conformément aux modalités et conditions de cette offre.

1.8 PERIOD OF STANDING OFFER:

The period for placing purchase orders against this Standing Offer Agreement shall be from
XXXXXXXXXXXXXXXXXX.

PERIODE DE LA CONVENTION D'OFFRE À COMMANDES:

La période pour placer des commandes subséquentes à cette convention d'offre à commandes est du
XXXXXXXXXXXXXXXXXX.



1.9 TOTAL ESTIMATED EXPENDITURE:

The total estimated value of the Standing Offer Agreement is \$ XXXXXXXXX including applicable taxes. As operational requirements are better defined, the NCC reserves the right to increase the total estimated amount of expenditure, but this amount may at no time exceed XX% of the estimated amount of initial expenditure. This Standing Offer Agreement may not exceed the total amount of \$ XXXXXXXXX including taxes.

VALEUR ESTIMATIVE TOTAL:

La valeur estimative totale de la convention d'offre à commandes est de XXXXXXXXX \$ incluant les taxes applicables. Au fur et à mesure que les exigences opérationnelles seront mieux définies, la CCN se réserve le droit d'accroître le montant total estimé des dépenses, mais ce montant ne devra en aucun temps dépasser XX% du montant estimé des dépenses initiales. Cette convention d'offre à commandes ne pourra pas dépasser le montant total de XXXXXXXXX \$ incluant taxes.

1.10 LIMITATION IN VALUE OF PURCHASE ORDERS (CALL-UP P.O.):

Individual purchase orders against this Standing Offer must not exceed \$ XXXXXXXXX (applicable taxes included) without the approval of Procurement Services.

LIMITATION DE LA VALEUR DES COMMANDES SUBSEQUENTES (INDIVIDUELLES):

Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de XXXXXXXXX \$ incluant tous taxes applicables.

1.11 PURCHASE ORDER INSTRUMENT:

The consignee shall request delivery of goods/services on form, "Requisition against a Standing Offer", or by other methods such as telephone, fax or email. All purchase orders placed by telephone, email or telegraphic means will be confirmed in writing by an applicable purchase order document.

INSTRUMENT DE COMMANDE:

Le consignataire fera sa demande de livraison pour des biens/services sur la formule "Commande subséquente à une convention d'offre à commandes", ou par autre procédé tel que le téléphone ou FAX. Toutes commandes placées de cette façon doivent être confirmées par écrit sur une formule de ou par un document de commande si demandé par l'offrant.

2. REQUIREMENT-SPECIFIC CLAUSES / CLAUSES PROPRES AUX BESOINS:

2.1 STATEMENT OF REQUIREMENT:

The Contractor agrees to provide to the satisfaction of the Commission, all necessary services on an "as and when requested" basis related to XXXXXXXXXXXX. The goods and/or services which will be supplied by the Contractor are described in the terms of reference prepared by the Commission under NCC tender file XXXX (which are already in your possession) and the tender/proposal prepared and submitted for the Commission by the Consultant dated xxxxxxxxxxxx.

DEFINITION DES BESOINS:

L'expert conseil s'engage à fournir à la Commission, tous les services professionnels nécessaires pour fournir des XXXXXXXXXXXXXXXXXXXX tels et lorsque demandé. Les biens et/ou services qui seront fournis par l'expert conseil sont décrits dans le mandat, les annexes incluant l'addenda 1 préparés par la Commission sous le dossier de soumission no. XXXXXX (qui sont déjà en votre possession) et la proposition préparée par l'expert conseil pour la Commission datée le xxxxxxxxxxxx.

2.2 PRICES/RATES (excl taxes):



2.3 DUTIES AND TAXES:

Notwithstanding any other provision of this document:

1. GST and OHST/QST is extra to and to be applied to the applicable prices/rates.
2. GST, to the extent applicable, will be shown separately and incorporated as a separate line item into all invoices and progress claims and will be paid by the Commission. The Contractor agrees to remit any GST paid or due to Revenue Canada.
3. The prices/rates offered do not include provincial sales tax. The provincial sales tax, if applicable, will be added to the invoice as a separate item and will be payable.
4. The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of any resulting contract, including materials incorporated in real property.

MUNICIPAL TAXES are not applicable.

DROITS DE DOUANE ET TAXES:

Nonobstant toute autre disposition de ce document:

1. La TVHO/TPS est en sus des prix/taux indiqués aux présentes.
2. La TVHO/TPS, dans la mesure où elles s'appliquent, seront inclusées séparément dans toutes les factures et demandes de paiement partiel et sera payée par la Commission. L'expert conseil convient de verser à Revenu Canada tout montant payé ou dû au titre de la TVHO/TPS.
3. Les prix offerts ne comprennent pas la taxe de vente provinciale (TVQ). La taxe de vente provinciale, s'il y a lieu, est portée sur la facture à titre d'article distinct et elle est payable.
4. L'expert conseil n'est pas dispensé de l'obligation de payer la taxe de vente provinciale sur les biens et les services imposables utilisés ou consommés durant l'exécution de ce contrat, y compris les matériaux incorporés dans des biens immobiliers.

Les TAXES MUNICIPALES ne s'appliquent pas.

2.4 INSPECTION AND ACCEPTANCE:

By consignee(s) at destination, unless otherwise specified on an authorized purchase order document.

INSPECTION ET ACCEPTATION:

A moins d'avis contraire sur la formule de commande, l'inspection et l'acceptation seront effectuées par le consignataire à destination.

2.5 INVOICING:

The original invoice and two copies shall be submitted as indicated in any resulting contract and:

- a) in an envelope marked "Invoices";
- b) with separate invoice for each shipment or provision of services;
- c) be applied to one purchase order only and shall state if the shipment or service rendered is partial or final; and
- d) shall show the terms of payment, name and address of the consignee and the Commission SOA file number complete with the individual call-up purchase order number.
- e) or send electronic invoice by email at payables@ncc-ccn.ca in Adobe (.pdf) format, or mail to,
- f) National Capital Commission, Accounts payable, 202-40 Elgin Street, Ottawa, ON, K1P 1C7

FACTURATION:

L'original et deux (2) copies seront envoyés suivant les indications du contrat éventuel et:

- a) dans des enveloppes portant la mention "Factures";
- b) une facture distincte étant établie pour chaque envoi ou prestation de services;
- c) chaque facture ne portera que sur un seul contrat (commande directe) et indiquera si l'envoi ou le service rendu est partiel ou complet;
- d) et la facture indiquera les conditions de paiement, le nom et l'adresse du destinataire, le numéro de la convention d'offre à commandes.
- e) Ou envoyer votre facture par courriel au payables@ncc-ccn.ca.
- f) Ou transmettre par poste à la Commission de la capitale nationale, Comptes payables, 202, 40 rue Elgin, Ottawa, ON, K1P 1C7



3. CONDITIONS:

3.1 GENERAL CONDITIONS, OH&S REQUIREMENTS AND SECURITY REQUIREMENTS:

Unless otherwise indicated, 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). The Offeror acknowledges receipt of these appendices.

LES EXIGENCES EN MATIÈRE DE SÉCURITÉ, LES CONDITIONS GÉNÉRALES ET SUPPLÉMENTAIRES :

A moins d'indication contraire dans les présentes, les exigences en matière de sécurité, les conditions générales et supplémentaires pour des services professionnels et de consultants feront aussi partie de l'offre à commandes et les commandes subséquentes qui résulteront de cette DOAC. L'offrant accuse réception de ces annexes.

3.2 CHANGES:

Unless otherwise specifically provided in the contract, the specification or specifications describing this requirement and the conditions under which supply is to be made or services rendered shall not be modified, changed, altered or amended by anyone including the Contractor, consignee or others without written instructions from Procurement Services.

MODIFICATIONS:

A moins de stipulations contraires dans le contrat, la ou les spécifications qui servent à décrire le besoin et les conditions régissant la fourniture des biens ou la prestation des services, ne doivent pas être modifiées ni remaniées par quiconque, y compris l'expert conseil, le consignataire ou d'autres personnes, sans l'autorisation écrite de la Gestion des services d'approvisionnement.

3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:

It is a term of this contract that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

CONFLITS D'INTERETS ET L'APRES-MANDAT:

Il est expressément établi dans le présent contrat qu'aucun ancien titulaire de charge publique qui déroge aux dispositions concernant l'a près mandat du Code régissant la conduite des titulaires de charge publique en ce qui concerne les conflits d'intérêts et l'a près mandat ne doit directement en profiter.

3.4 DISCRETIONARY AUDIT:

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else including his most favoured customer for like quality and quantity of the products/services, is subject to verification by Government Audit, at the Commission's discretion, before or after payment is made to the Contractor under the terms and conditions of the contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to the Commission in the amount found to be in excess of the lowest price.

VERIFICATION DISCRETIONNAIRE:

L'attestation de l'expert conseil à l'effet que le prix/taux indiqué n'est pas supérieur au plus bas prix /taux qu'il demande, y compris à son meilleur client, pour une qualité et une quantité semblables, peut être vérifiée par le service de vérification du gouvernement, à la discrétion de la Commission, avant ou après que l'expert conseil n'a été payé conformément aux conditions du présent contrat. Si la dite vérification prouve que l'attestation est fautive, il est entendu que l'expert conseil doit rembourser à la Commission le trop-payé par rapport au plus bas prix.



3.5 AUDIT:

Time, materials and travel expenses charged will be verified by the Commission and may be verified by Government audit before or after payment is made to you under the terms and conditions of this Standing Offer.

VERIFICATION:

Le temps imputé, le matériel et les frais de voyage seront vérifiés par la Commission et pourront faire l'objet d'une vérification par le gouvernement avant ou après les paiements qui vous seront versés aux termes de la présente convention d'offre à commandes.

3.6 METHOD OF PAYMENT:

1. Payment by the Commission shall be made within:

- a) thirty (30) days following the date on which all goods have been received by the Contractor under the terms of the contract has been completed;
- b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract; whichever is later.

2. If the Commission has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Commission shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Commission requires. Failure by the Commission to act within 15 days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

3. It is a term of every contract providing for the payment of any money by the Commission that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment.

MODALITES DE PAIEMENT:

1. La Commission paiera pour chaque livraison:

- a) trente (30) jours suivant la date à laquelle tous les travaux relatifs que l'expert conseil était tenu d'exécuter conformément aux conditions du contrat ont été terminés.
- b) trente (30) jours suivant la date à laquelle une facture et les documents à l'appui ont été reçus conformément aux conditions du contrat; le délai le plus long étant retenu.

2. Si la Commission s'oppose au contenu de la facture ou des documents à l'appui, elle devra, dans les quinze (15) jours suivant leur réception, aviser l'expert conseil de la nature de l'objection. On entend par "contenu de la facture" une facture qui contient ou à laquelle s'ajoute de la documentation à l'appui telle qu'exigée par la Commission. Si la Commission ne donne pas suite dans les quinze (15) jours, la date stipulée au paragraphe 1 de la clause servira dans l'unique but de calculer l'intérêt sur les comptes en souffrance.

3. Conformément à l'article 40 de la loi sur l'administration financière, un paiement ne peut être effectué en vertu de contrat à l'égard d'un service que si un crédit a été prévu pour ce service pour l'exercice financier pendant lequel une somme engagée en vertu du contrat devient exigible.

Appendix 8 COVID-19 Vaccination Attestation

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative of
_____ (*name of business*) pursuant to
_____ (*insert solicitation number*), warrant and certify that
all personnel that _____ (*name of business*) will provide
on the resulting Contract who access NCC 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); 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 that have been presented to and
approved by Canada;

until such time that Canada indicates that the vaccination requirements of the 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 the _____ (*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. 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 bid or contract 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.

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 and who require access to NCC workplaces where they may come into contact with public servants.