


**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
 PROFESSIONAL SERVICES IN ARCHITECTURE
 NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # MA060**

REQUEST FOR A STANDING OFFER (RFSO)

| | |
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| CONTRACTING AUTHORITY : Micheline Al-Koutsi Senior Procurement Officer micheline.al-koutsi@ncc-ccn.ca | BID DEADLINE: August 19, 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. MA060 | |

This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General/Supplementary Conditions, and any/all other attachments referred to herein.

| | |
|--|---|
| We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s). | |
| Consultant's Name & Address Tel: Fax: Email: | Print Name Signature Date |
| ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price: | _____ Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any. |

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at – allan.lapensee@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Contracting Authority shall examine the content of the enquiry and shall decide whether to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 The technical & financial proposals are to include all relevant information as defined in the attached Request for a Standing Offer (RFSO) document.
- 1.3 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 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.

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- 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/contract 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 Consultant shall indemnify and save harmless the NCC, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Consultant, its employees and agents, in the performance of the Services under the Agreement.
- 1.15 The Consultant's liability to indemnify or reimburse the NCC under the Agreement shall not affect or prejudice NCC from exercising any other rights under law.

2.0 REQUEST FOR STANDING OFFER AGREEMENT

2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future. The NCC foresees a potential need to retain the services of firms to provide **PROFESSIONAL SERVICES IN ARCHITECTURE**, as more particularly stated herein and in the attached;

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

2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 90 days from the closing date of this Request for Standing Offer (RFSO).

2.3 STANDING OFFER REQUIREMENT:

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

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime consultant/sub-consultant relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture, or as a sub-consulting member of the team.

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of six (6) years from the date of award. The annual unit rates the bidder quotes on Appendix "B" - Fee Proposal Form will be fixed fees.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$500,000.00 including all fees, disbursements, sub-Consultant costs and applicable taxes.

Change orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

| STREAM | CALL-UP LIMIT | BID SOLICITATION LIMIT |
|---|----------------------|-------------------------------|
| A1 - Architecture Low Complexity / Risk | \$150,000.00 | N/A |
| A2 - Architecture Medium to High Complexity / Risk | \$150,000.00 | \$500,000.00 |

The NCC will issue bid solicitations for projects that fall under stream A2 when the estimated price is above the call-up limit (\$150,000.00).

The total dollar limit of consulting work to be awarded per firm for the entire six (6) year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume of work for the six-year period .

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.

- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *call-ups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders SOA firms will receive in any given year, the NCC's objective will be:

- to utilize the services of each SOA firm retained when and where possible
- to distribute overall call-up value across the list of firms holding SOAs.

Work should not proceed until NCC's Contracting Authority has issued a purchase order number specific to that call-up. If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements combined is \$ 10,000,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-consultants / specialists.

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

2.8 INVOICING:

Send all invoices by email to our Accounts Payables department, as an attachment to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

- A1 – Architecture - Low Complexity / Risk - CALL-UP PO
 - The performed services will be invoiced in accordance with the hourly rates quoted in the Consultant's SOA proposal (Appendix "B" – Fee Proposal Form).
 - In the case of sub-consultant work, amounts based on sub-consultant proposals and pre-approved by the NCC Design Lead. Total fees (including expenses) must remain within the maximum amount authorized for each purchase order.
- A2 – Architecture – Medium to High Complexity / Risk - BID SOLICITATIONS
 - The performed services will be invoiced according to quotes provided for each project;

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- Advancement of the work and deliverables;
- 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 Design Lead; An addendum must be issued by the NCC Contracting Authority 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 Design Lead.

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

- a) NCC PO Number
- b) NCC project number;
- c) Invoicing period with dates;
- d) Work done to justify invoice (short narrative) for services provided
- e) Summary of costs as follows:
- f) Current invoice amount.....(1) Fees + Applicable Taxes = Total
- g) Total previous invoices(2) Fees + Applicable Taxes = Total
- h) Total invoiced to date..... (1+2) =(3) Fees + Applicable Taxes = Total
- i) Agreed fees.....(4) Fees + Applicable Taxes = Total
- j) Amount to complete (4-3) =(5) Fees + Applicable Taxes = Total
- k) % Services completed this stage.(6)
- l) Authorized signatures of the Consultant and the date.

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

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.

APPENDIX “A”

REQUEST FOR STANDING OFFER

PROFESSIONAL SERVICES IN ARCHITECTURE

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1. OVERVIEW & DESCRIPTION OF STANDING OFFER

The National Capital Commission (NCC) wishes to retain consulting services of a proponent to provide Professional Services in Architecture on an "as and when requested" basis under a Standing Offer Agreement (SOA).

This Request for Standing Offer Agreement (RFSO) includes two (2) Service Streams:

- A1: Architecture – Low Complexity / Risk
- A2: Architecture – Medium to high Complexity / Risk

It is the intention of the NCC to award a maximum of ten (10) SOAs which will be in effect for a period of six (6) 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 Quebec.

Proponents are requested to identify which stream(s) they wish to qualify under. Proponents may submit offers for either or both streams.

Call-ups made under a SOA for Professional Services in Architecture will be managed by NCC's Design and Construction Branch.

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 architectural 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 architectural firm to consider environmental mitigation measures when planning and carrying out certain architectural projects under this SOA.

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

1.1 REPLENISHMENT OF STANDING OFFER AGREEMENT LIST

If any firm holding an SOA has their SOA cancelled, the NCC reserves the right to 'replenish' the list of SOAs by offering an SOA to another firm. Furthermore, if the NCC establishes that the volume of architectural work justifies additional firms being added to the list, the NCC reserves the right to "replenish" the list of SOA holders by offering an SOA to another firm.

The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next highest ranked firm(s)' as per rankings established under item 1.1.4 of Appendix "A-2" Point Rated Technical Criteria.

1.2 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 Annex "B". Should the Consultant's performance be considered unsatisfactory, the Consultant may be declared ineligible for future call-ups. The NCC reserves the right to cancel any SOA if the performance of the Consultant is evaluated to be non-satisfactory or unacceptable.

1.3 ELIGIBILITY FOR STANDING OFFER AGREEMENTS

The NCC reserves the right to refuse the submission of any Proponent that it finds does not meet the NCC's interpretation of eligibility. Appendix "A-1" - Mandatory Requirements outlines the mandatory requirements.

1.3.1 Partnerships

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

Is recognized by the Ordre des architectes du Québec (OAQ) and Ontario Architects Association (OAA).
Meets the requirements outlined in the mandatory requirements.

1.3.2 Local Office & Response Time

Occasionally, Consultants may be expected to provide services with very little delay. All Consultants must be in a position, by way of the firm's Core Team (see Section 1.5), to provide response when called upon, as follows:

- Be capable of attending meetings or briefings at NCC offices or on site, within one-half working day, or within a timeframe agreeable to the NCC of being requested.
- When called upon for construction related services, be capable of being on the construction site within 4 working hours of being requested.
- Be capable of rendering construction review and supervision services on a daily basis if/when called upon by the NCC Design Lead.

1.4 ROLES AND AUTHORITIES

1.4.1 Standing Offer Authority - NCC Senior Contract Officer:

Micheline Al-Koutsi
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 343-552-5974
Email: micheline.al-koutsi@ncc-ccn.ca

The Senior Contract Officer is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing by the NCC delegated Contracting Authority. The Consultant must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Senior Contract Officer.

1.4.2 NCC Design Lead

The NCC will appoint a Design Lead who:

- Is responsible for managing the contract, and, on behalf of the NCC, is responsible for the day-to-day management of the Consultant.
- Acts as a liaison between the NCC and the Consultant.
- 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.
- Is the only one with authorization for any change to the scope, cost or schedule of the Consultant's Contract.

1.4.3 Consultant's Project Manager (PM)

The Consultant shall appoint a Project Manager who:

- Will be the Consultant's principal contact for the duration of the call-up.
- 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 document or additional direction is given by the NCC Design Lead).
- Shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Design Lead for approval, together with any associated risks, cost implications or changes in schedule, and that all related issues are properly identified and reported.

1.5 CONSULTANT'S "CORE TEAM" OF STANDING OFFER AGREEMENT

For this SOA to work most effectively, the NCC requires the Proponents 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 Annex "D" for description of these classification levels):

STREAM A1

- a) Personnel/service classification #1: Person managing the firm's SOA services to NCC and backup
- b) Personnel/service classification #3: Intermediate Architect and backup
- c) Personnel/service classification #4: Architect and backup
- d) Personnel/service classification #6: Architectural Technician, Architectural Technologist, Architectural Intern, Draftsperson, and/or CAD Operator and backup

STREAM A2

- a) Personnel/service classification #1: Person managing the firm's SOA services to NCC and backup
- b) Personnel/service classification #2: Senior Architect and backup
- c) Personnel/service classification #3: Intermediate Architect and backup
- d) Personnel/service classification #5: Senior Architectural Technician / Technologist and backup

1.6 INSURANCE REQUIREMENTS

1.6.1 General

- a) The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the Consultant and the members of the Consultant Team and shall maintain all required insurance policies as specified herein.

- b) The Consultant shall, if requested by the Contracting Authority at any time, provide to the Contracting Officer an Insurer's Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c) Any insurance coverages additional to those required herein that the Consultant and the other members of the Consultant Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

1.6.2 Commercial General Liability

- a) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.
- b) The policy shall insure the Consultant and shall include Her Majesty the Queen in right of Canada, represented by the National Capital Commission as an Additional Insured, with respect to liability arising out of the performance of the Services.

1.6.3 Professional Liability

- a) The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$1,000,000 per claim, and be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
- b) Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

1.7 INTELLECTUAL PROPERTY, SECURITY AND CONFIDENTIALITY

Refer to the following annexes:

- Annex "C" – Ownership of Intellectual and Other Property Including Copyright
- Annex "E" – Confidentiality Statement
- Annex "F" – Security Requirements

1.8 FORMATTING, LABELLING AND HANDLING OF DOCUMENTS

See Annex "A-1" for NCC's requirements with regards to the formatting, labelling and handling of documents.

1.9 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 communication between the Consultant and other parties is permitted to enable the discussion and prompt resolution of routine technical issues. Decisions made or directions given by other parties must be documented and sent by the Consultant PM for submission without delay to the NCC Design Lead.

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

Design Lead within one (1) week of the correspondence being signed or received. The NCC Design Lead 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 make sure that no Consultant employees or Sub-Consultants communicate project information to the media unless requested to do so in writing by the NCC Design Lead. Should reporters or representatives of the media contact the Consultant, its employees or its sub-consultants, the Consultant shall refer the media to the NCC Design Lead (or designated NCC communications staff) and notify the NCC Design Lead immediately.

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

1.10 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 or 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.

2. CONDITIONS & PROCEDURES FOR PURCHASE ORDERS

2.1 INITIATING A STANDING OFFER AGREEMENT PURCHASE ORDER

Once a SOA is in place, individual requests for architectural work will be handled as call-ups or bid solicitations against the SOA. The procedure for initiating an SOA call-up or bid solicitation is as follows:

2.1.1 Service Stream Determination

The NCC will use the Service Stream that best suits the project.

The estimated construction or project costs will not be the only determining factor. The NCC's Design and Construction personnel will assess a proposed project's scope, complexity, risk, estimated construction or project costs to determine the service stream.

STREAMS

| | |
|----|---|
| A1 | <ul style="list-style-type: none">- Requirement estimated less than \$150K (often less than \$750K construction value)- anticipated short construction time- low risk of sensitivity (e.g. environmental or media profile or heritage building or high security) or a low program, scheduling or phasing requirement- Sample projects may include small scale heritage rehabilitation or renovations to same, small additions, pre-design studies, feasibility studies, UA upgrades.- possibly single discipline projects |
| A2 | <ul style="list-style-type: none">- Requirement estimated between \$150K to \$500K (often \$750K to \$4.5 million construction value)- anticipated construction time often greater than six months- moderate to high risk of sensitivity (e.g. environmental or media profile or heritage building or high security) or a complex program, scheduling or phasing requirement- Sample projects may include medium to large scale heritage rehabilitation or renovations to same or renovations to same, medium to large scale new construction commercial or institutional- Most likely a multi-disciplinary project |

2.1.2 For all A1 (Architecture – Low Complexity / Risk) projects (Estimated consultant fees below \$150K)

The NCC will rotationally select one Consultant from the list of Consultants:

- Must be the next Consultant on the rotational list; and
- Must meet the security requirement of the proposed service, if applicable.

The Terms of Reference will be distributed directly to the selected Consultant by the NCC Design Lead.

The Consultant will be provided five (5) calendar days to respond with a fee proposal. Fee proposals must be based on the provided rates as per Appendix “B” – Fee Proposal.

2.1.3 For all A2 (Architecture – Medium to High Complexity / Risk) projects (Estimated consultant fee between \$150K and \$500K)

The Design Lead will distribute a Terms of Reference and a pricing form to three (3) Consultants:

- Selecting, by name, one (1) Consultant on the list and rotationally selecting two from the list; or
- Rotationally selecting three (3) Consultants from the list;
- Must meet the security requirement of the proposed service, if applicable.

Consultants will be provided ten (10) calendar days in which to respond to a bid solicitation.

2.1.4 Minimum requirements of a fee proposal for a call-up (A1):

The Consultant should include the following details in their response to a call-up request:

- a) Detailed description of the scope of work and deliverables;
- b) List of staff assigned to the project (including the Consultant PM and their direct contact information) and a breakdown of time allocated to each (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.

2.1.5 Minimum requirements of a fee proposal in response to a bid solicitation (A2):

The Consultant should include the following details in their response to a bid solicitation:

- a) Detailed description of the scope of work and deliverables;
- b) List of staff assigned to the project (including the Consultant PM and their direct contact information) and list of sub-consultants as required;
- c) Completed price proposal form (NCC will provide a pricing form for each bid solicitation);
- d) A detailed design schedule.

2.1.6 Proposal Review

The fee proposal to a call-up request (Service Stream A1) shall be submitted to the NCC Design Lead for final review and approval and shall be revisited, edited and/or resubmitted as necessary until the NCC Design Lead finds the submission acceptable in terms of content, clarity, and cost.

The fee proposal in response to a bid solicitation (Service Stream A2) shall be submitted to the NCC Design Lead, and the selection of the Consultant will be based on the lowest priced compliant proposal.

2.1.7 Refusal to submit an offer on a Bid Solicitation

If a Consultant refuses to respond to a bid solicitation three (3) times within a year, the NCC Contracting Authority may set aside the Consultant's SOA for a one (1) year period.

2.1.8 Status of Availability of Resources - Offer

The Consultant certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by NCC's representatives and at the time specified in a call-up or agreed to with NCC's representatives. If for reasons beyond its control, the Consultant is unable to provide the services of an individual named in its offer, the Consultant may propose a substitute with similar qualifications and experience. The Consultant must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Consultant: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Consultant has proposed any individual who is not an employee of the Consultant, the Consultant certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the NCC. The Consultant must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Consultant and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

2.1.9 Approved Proposal

The Consultant's work cannot proceed until NCC Procurement has issued a purchase order. Unless otherwise approved by the NCC Design Lead, the Consultant personnel assigned to a purchase order 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 a purchase order 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) Cancel any portions of the work and assign subsequent portions to another firm;
- c) Award work to firms not included in the SOA.

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

2.2 ESTABLISHING COSTS AND CASH FLOW ON A STANDING OFFER AGREEMENT PURCHASE ORDER

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

In the case of call-ups, 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 (Refer to Appendix "B" – Fee Proposal).
- b) 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 Architect to do Intermediate Architect tasks, the hourly rate payable for these tasks shall be that of the Intermediate Architect).

2.3 CONSULTANT ACTING AS PRIME

When Consultants are required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants, their proposal for a 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 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 solicitations 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 Design Lead.

When Consultants are required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants, their proposal for a bid solicitation shall follow the price proposal form provided by the NCC.

3. THE PROPOSAL

The NCC shall:

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

3.1 CONTENTS OF THE PROPOSAL

The Proponent is required to submit their proposal in two (2) emails, in the manner described below.

The Technical Proposal (email #1) shall contain:

- a) 1st page of the RFSO signed;
- b) Annex "A-2" Supplier Information;
- c) One (1) copy of the Technical Proposal developed in response to this RFSO.

The Financial Proposal (email #2) shall contain:

- a) One (1) signed original of Appendix "B" - Fee Proposal. Note: email #2 should not be inserted into email #1;
- b) Email #2 will be opened only for those proposals which qualify technically as detailed in Article 4 - Proposal Evaluation of this RFSO.

3.2 THE TECHNICAL PROPOSAL (EMAIL #1)

3.2.1 Format and Quantities

The format described below must be followed in the preparation of the offer.

- a) Proposal must include a table of contents, with page number information;
- b) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- c) use a numbering system that corresponds to that of the Request for Standing Offer Agreements;
- d) Minimum font size – 11 point Times or equal;
- e) Minimum margins -25 mm left, right, top and bottom;
- f) One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper;
- g) 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts, etc. will be counted as two pages.

The maximum number of pages (including text and graphics) to be submitted is as follows:

| RFSO SECTION | NUMBER OF PAGES | MAXIMUM |
|--|-----------------------------------|----------------|
| R1 Team Approach/Management of Services | 4 pages | 4 |
| <ul style="list-style-type: none"> • There is only one R1 section per Offer. • R1 is a maximum of 4 pages regardless of the number of proposed service streams. | | |
| R2 Past Experience of the Firm | 6 pages per service stream | 6 or 12 |
| Provide three (3) projects (see Appendix A2) <ul style="list-style-type: none"> • Each project is limited to two pages per service stream. • It is acceptable to use the same project in both service streams. • Please provide the two-page project description per service stream, even if it is a duplicate. | | |
| R3 Core Team Expertise and Experience | 8 pages per service stream | 8 or 16 |
| Provide four (4) CVs (see Appendix A2) <ul style="list-style-type: none"> • Each individual is limited to two pages per service stream. • It is acceptable to use the same individual in multiple service streams. • Please provide one CV per resource per stream even if it is a duplicate. | | |

Any Technical Proposal exceeding the page limit per RFSO section will have as many pages as required removed from the end of the proposal to comply with the page count limit of the RFSO section.

Note:

- a) Individual CVs are limited to no more than 2 pages
- b) A combination of page sizes is permitted (e.g. one executive (11"x17") size page counts for two (2) sides of a letter (8 1/2"x11") size page.
- c) Pages in the proposal are to be numbered.
- d) Proposals must include a Table of Contents, with page number information.

3.3 THE FINANCIAL PROPOSAL (EMAIL #2)

3.3.1 Fee Schedule

The Financial Proposal shall include one (1) signed original of the Fee Proposal Form – Appendix “B”.

4. PROPOSAL EVALUATION

4.1 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 based on highest rankings

Total Score for Service Stream 1 and Stream 2 will be established as follows:

| | |
|------------------------|----------------------------|
| Technical Rating x 70% | = Technical Score (Points) |
| Price Rating x 30% | = Price Score (Points) |
| Total Score Max. | out of 100 Points |

4.2 TECHNICAL PROPOSAL EVALUATION

- a) To be declared responsive, a proposal must:
 - i. Comply with all the requirements of the solicitation;
 - ii. Meet all mandatory criteria; and
 - iii. Obtain the required minimum of 60% per rated requirement and a minimum 70% globally (i.e. 210/300 technical points) for Stream 1, or, a minimum of 60% per rated requirement and a minimum 80% globally (i.e. 240/300 technical points) for Stream 2 for the technical evaluation based on the Rated Requirements of Appendix “A-2” Point Rated Technical Criteria.
- b) Proposals not meeting requirements (i), (ii) and (iii) will be declared non- responsive.
- c) All technical proposals will be reviewed for basic eligibility by NCC Procurement. All proposals deemed eligible will then be evaluated by NCC’s Technical Evaluation Committee, according to the criteria described in Appendix “A-2” Point Rated Technical Criteria.
- d) The Technical Evaluation Committee will be comprised of no fewer than three (3) architects currently working with the federal government in the design and construction field.

4.3 BASIS OF SELECTION

4.3.1 Mandatory Criteria

Each submission will be examined to determine that it meets all mandatory criteria. Submissions which fail to meet the mandatory criteria will be given no further consideration and will be deemed non-responsive. Proponents must identify at least one Service Stream.

4.3.2 Point Rated Criteria: (R1, R2 and R3)

Submissions will be evaluated and scored in accordance with the point rated technical criteria described in R1, R2 and R3.

Submissions that fail to meet the minimum of 60% per rated requirement and a minimum 70% globally (i.e. 210/300 technical points) for Stream 1, or, a minimum of 60% per rated requirement and a minimum 80% globally (i.e. 240/300 technical points) for Stream 2 will not be considered any further.

The scoring of point rated criteria are performed on a scale of 100 points.

4.3.3 Fee Proposal Evaluation and Best Value

Following the technical evaluation, the fee proposals who passed will be evaluated as per Appendix “B” – Fee Proposal Form. The price rating will be determined by prorating the offer price against the lowest price of compliant offers.

The table below illustrates an example where all three offers are technically responsive and the ranking of the Proponents is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 300 and the lowest evaluated price is \$45,000 (45).

| Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%) | | | | |
|---|-----------------------|-----------------------------|-----------------------------|-----------------------------|
| | | Bidder 1 | Bidder 2 | Bidder 3 |
| Overall Technical Score | | 270/300 | 220/300 | 240/300 |
| Bid Evaluated Price | | \$55,000.00 | \$50,000.00 | \$45,000.00 |
| Calculations | Technical Merit Score | $270/300 \times 70 = 63.00$ | $220/300 \times 70 = 51.10$ | $240/300 \times 70 = 56.00$ |
| | Pricing Score | $45/55 \times 30 = 24.30$ | $45/50 \times 30 = 27.00$ | $45/45 \times 30 = 30.00$ |
| Combined Rating | | 87.30 | 78.10 | 86.00 |
| Overall Rating | | 1st | 3rd | 2nd |

4.3.4 Issuance of Standing Offer Agreements

Up to ten (10) SOAs combined with between Steams 1 and 2 will be issued to the highest ranked compliant proponents per stream.

APPENDIX A-1

Mandatory Requirements

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidder’s must indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled “Page Number” for all information included.

| Item | Requirement | Reference to Technical Bid (page number) |
|------|--|--|
| 1. | Be registered with the Ordre des architectes du Québec (OAQ) and/or the Ontario Architect Association (OAA); 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. You must indicate current license(s) and/or how you intend to meet provincial licensing requirements. | |
| 2. | Offer professional architectural consulting services as their principle area of expertise. | |
| 3. | Identify the services stream(s) | |
| 4. | <p>The Core Team to be identified at the time of the submission must include the following:</p> <ol style="list-style-type: none"> a. STREAM A1 <ol style="list-style-type: none"> i. Personnel/service classification #1: Person managing the firm’s SOA services to NCC and backup ii. Personnel/service classification #3: Intermediate Architect and backup iii. Personnel/service classification #4: Architect and backup iv. Personnel/service classification #6: Architectural Technician, Architectural Technologist, Architectural Intern, Draftsperson, and/or CAD Operator and backup b. STREAM A2 <ol style="list-style-type: none"> i. Personnel/service classification #1: Person managing the firm’s SOA services to NCC and backup ii. Personnel/service classification #2: Senior Architect and backup iii. Personnel/service classification #3: Intermediate Architect and backup iv. Personnel/service classification #5: Senior Architectural Technician / Technologist and backup | |

APPENDIX “A-2” – POINT RATED TECHNICAL CRITERIA

1.1.1 Rated Requirements

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

1.1.1.1 Rated Requirement 1 – Team Approach / Management of Services

| R1 | TEAM APPROACH / MANAGEMENT OF SERVICES | |
|---|---|------------------|
| Maximum 100 points | | |
| Failure to meet the minimum score will deem the Proponent non-responsive. | | |
| <p>The Proponent must demonstrate how the team will be organized and managed in its approach and methodology in the delivery of the Required Services on a typical project (demonstrating, for example, means of ensuring continuous and consistent control, effective communication, and production efficiency). See ANNEX “A” – Scope of Work, requirement for an example of the types of Required Services that may be requested on a project.</p> <p>The Proponent may provide background on their firm, its stability and longevity in order to substantiate the below criteria.</p> <p>The Proponent should ensure that the narrative provided to address R1 covers the above-noted areas with respect to their internal team and structure, but also with respect to their management of potential sub-consultant teams during multi-disciplinary projects, to the extent that this is pertinent, given the Service Streams for which they are applying.</p> | | |
| A. Identify a Standing Offer Agreement Primary Contact; and define the roles and responsibilities of Primary Contact; and provide a maximum of 2 pages curriculum vitae (cv) for Primary Contact | | 5 points |
| B. Assignment of the resources and availability of back-up personnel | | 15 points |
| C. Management and organization (reporting structure) proposed for typical project | | 10 points |
| D. Quality control and conflict resolution techniques to be utilized by the Proponent on each project | | 30 points |
| E. Demonstration of how the team intends to meet the 'Project Response Time Requirements' as outlined in this Request for Standing Offer Agreement. | | 15 points |
| F. Provide information regarding the firm’s approach to security of NCC project information, making clear which security-related provisions are already in place, and which would be instituted if the NCC were to offer an SOA to the proponent. Refer to Annex “E” – Confidentiality Statement and Annex “F” – Security Requirements | | 5 points |
| G. Describe the firm’s ability/strategy to produce documentation in both official languages. If the firm usually relies on sub-consulting translation firms, provide information about the translation firms and their experience with translating construction / technical documentation for government and/or institutional clients; | | 20 points |

1.1.1.2 Rated Requirement 2 – Past Experience of Proponents on Projects

| R2 | PAST EXPERIENCE OF THE FIRM | |
|---|-----------------------------|--|
| <i>Maximum 100 points</i> | | |
| <p>Demonstrate that the firm has recently completed, within the past 10 years, a range of projects, similar in size and complexity to the Service Stream identified.</p> <p>Projects should demonstrate participation at all stages of the design/construction process (preliminary, concept, detailed design, tendering and construction). An example of the requested services that may be required on a specific project is provided in ANNEX “A” – Scope of Work.</p> <p>The Proponent should submit a maximum of three projects, two of which must be representative heritage projects and one a representative sustainable design project to substantiate their experience and achievements.</p> <p>In this context, a representative heritage project is a project located on a heritage designated site or the restoration, renovation, or addition to a heritage designated building. Projects requiring submission to the Federal Heritage Building Review Office and presentation to the Federal Heritage Building Committee are preferred. A representative sustainable design project means a project designed and constructed to meet a high-level of energy performance and have achieved sustainable design excellence by certification through a sustainable design standard.</p> <p>STREAM A1 Each of the three representative projects must:</p> <ul style="list-style-type: none"> • Have a minimum construction cost of \$500,000; and • Be completed within the last 10 years or, for a project underway, have completed tender documents. At least two of the three projects must be completed. <p>STREAM A2 Each of the three representative projects must:</p> <ul style="list-style-type: none"> • Have a minimum construction cost of \$4,000,000; and • Be completed within the last 10 years or, for a project underway, have completed tender documents. At least two of the three projects must be completed. <p>The same projects cannot be presented twice.</p> <p>Project descriptions are limited to two pages per project; pages exceeding this limitation will not be reviewed. If more than three projects are submitted, only the first three projects, in the order of appearance /received /presented, will be reviewed.</p> <p>For projects which were carried in joint venture, indicate the responsibilities of each of the involved firms, being specific regarding the roles and experience of the Proponent.</p> | | |
| <p>A. Provide a brief description of three (3) relevant projects. For each project indicate:</p> <ul style="list-style-type: none"> • the project title • names of key personnel responsible for project delivery • the dates the services were provided • how this project is comparable/relevant to the requested service stream. • Client references – name, address, phone and e-mail address of client contact at working level (. If deemed necessary, references may be contacted to verify project details. | <i>20 points</i> | |

| | |
|---|-------------------------|
| <p>B. Also provide:</p> <ul style="list-style-type: none"> • Scope of services rendered • project objectives and description, • constraints and deliverables; • Budget control and management – i.e. contract price at time of award and final construction cost – explain variation. • Project schedule and management – i.e. schedule and revised schedules – explain variation. • Design philosophy and challenges overcome. <p>Proponents should describe their experience in relation to architecture and conservation, but also in relation to their role as prime consultant leading a multidisciplinary team, where applicable.</p> | <p>40 points</p> |
| <p>C. Describe the firm’s ability to achieve “design excellence”. This Criterion will be evaluated based on the degree to which the firm’s cited examples: Are projects that are acknowledged as models for others to emulate (e.g. published projects, award-winning projects, and /or otherwise recognized for design excellence); Include successful, new ideas about architectural space and building form; Include fresh thinking to the use/deployment of materials, and successful architectural detailing.</p> <p>Demonstrate an ability to attain design excellence within the context of projects with restricted budgets and cautious risk management tolerance.</p> | <p>40 points</p> |

• **Rated Requirement 3 – Core Team Expertise and Experience**

| R3 | CORE TEAM EXPERTISE AND EXPERIENCE | |
|--|------------------------------------|--|
| <p><i>Maximum 100 points</i></p> | | |
| <p>The Proponent should demonstrate that the Proponent has an in-house Core Team with the capability, capacity and expertise in the identified Service Stream. Please demonstrate expertise/experience in accordance with the following:</p> | | |
| <p>The curriculum vitae (cv) is limited to two (2) pages per person per Service Stream. Proponents may propose the same individual on multiple Service Streams; however, they are still limited to one per page per Service Stream. Pages that exceed this one page per person per service stream limitation will not be reviewed.</p> | | |
| <p>STREAM A1</p> | | |
| <p>Key personnel listed should have at least 6 years of professional experience in their field of expertise. A maximum of four key personnel and their backups may be proposed per identified Service Stream:</p> | | |
| <ol style="list-style-type: none"> 1. Personnel/service classification #1: Person managing the firm’s SOA services to NCC and backup 2. Personnel/service classification #3: Intermediate Architect and backup 3. Personnel/service classification #4: Architect and backup 4. Personnel/service classification #6: Architectural Technician, Architectural Technologist, Architectural Intern, Draftsperson, and/or CAD Operator and backup | | |
| <p>STREAM A2</p> | | |
| <p>Key personnel listed should have at least 10 years of professional experience in their field of expertise.</p> | | |
| <ol style="list-style-type: none"> 1. Personnel/service classification #1: Person managing the firm’s SOA services to NCC and backup | | |

| | | |
|--|--|------------------|
| 2. Personnel/service classification #2: Senior Architect and backup 3. Personnel/service classification #3: Intermediate Architect and backup 4. Personnel/service classification #5: Senior Architectural Technician / Technologist and backup | | |
| A. Each cv should clearly indicate : <ul style="list-style-type: none"> Academic background; the years of experience on pertinent projects in the Service Stream identified; the professional accreditation; and their membership in provincial professional associations. | | 40 points |
| B. Identify the personnel's total years of experience, the number of years with the firm and their role on past projects. | | 40 points |
| C. Accomplishments/achievements/awards. | | 20 points |

1.1.2 Evaluation Summary

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the RFSO) will be reviewed, evaluated and rated by the Evaluation Committee. In the first instance, price emails will remain unopened and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings.

| CRITERION | WEIGHT FACTOR | RATING | WEIGHTED SCORE |
|--|---------------|--------|----------------|
| R1: Team Approach / Management of Services | | | |
| R1A | 0.5 | 0 - 10 | 0-5 |
| R1B | 1.5 | 0 - 10 | 0-15 |
| R1C | 1 | 0 - 10 | 0-10 |
| R1D | 3 | 0 - 10 | 0-30 |
| R1E | 1.5 | 0 - 10 | 0-15 |
| R1F | 0.5 | 0 - 10 | 0-5 |
| R1G | 2 | 0 - 10 | 0-20 |
| To be considered further, Proponents must achieve a minimum R1 Rating of 70 points for stream 1 and 80 points for stream 2 out of the 100 points available. | | | |
| R2 Past Experience of the Firm | | | |
| R2A | 2.0 | 0 - 10 | 0-20 |
| R2B | 4.0 | 0 - 10 | 0-40 |
| R2C | 4.0 | 0 - 10 | 0-40 |
| R3 Project Personnel Expertise and Experience | | | |
| R4A | 4.0 | 0 - 10 | 0-40 |
| R4B | 4.0 | 0 - 10 | 0-40 |
| R4C | 2.0 | 0 - 10 | 0-20 |
| To qualify for a Service Stream the Proponent must achieve a minimum rating on each R2 AND R3 of 70 points for stream 1 and 80 points for stream 2 out of the 100 points available for each criteria and a minimum of 210/300 for stream 1 and 240/300 for stream 2 on the combined Rating (R2+R3). No further consideration will be given to proponents not achieving the pass mark of seventy points. | | | |
| Total | 30 | | 0 – 300 |

1.1.3 Evaluation and Rating

Each criterion will be evaluated based on the Evaluation Rating Table below, and the points granted will be multiplied by the Weight Factor in order to generate the Weighted Rating for that specific criterion. For example, if Proponent Z is granted 2 points out of 10 for criteria R1A, the Weighted Score will be 3.

| 0 POINTS | 2 POINTS | 4 POINTS | 6 POINTS | 8 POINTS | 10 POINTS |
|--|--|---|---|---|---|
| | Inadequate | Weak | Acceptable | Good | Strong |
| Did not submit information which could be evaluated. | Demonstrated a complete lack of understanding of the requirements. | Demonstrated some understanding of the requirements but lacks adequate understanding in some areas of the requirements. | Demonstrates a satisfactory understanding of the requirements in all areas. | Demonstrates a strong understanding of the requirements in most areas. | Demonstrates a strong understanding of the requirements in all areas. |
| | Weaknesses cannot be corrected | Generally doubtful that weaknesses can be corrected | Weaknesses can be corrected | No significant weaknesses | No apparent weaknesses |
| | Proponent does not possess the qualifications and experience | Proponent lacks qualifications and experience | Proponent has an acceptable level of qualifications and experience | Proponent is qualified and experienced | Proponent is highly qualified and experienced |
| | Team proposed is not likely able to meet requirements | Team does not cover all components or overall experience is weak | Team covers most components and will likely meet requirements | Team covers all components – some members have worked successfully together | Strong team – has worked successfully together on comparable projects |
| | Sample projects not related to this requirement | Sample projects generally not related to this requirement | Sample projects generally related to the requirement | Sample projects directly related to this requirement | Leads in Sample projects directly related to this requirement |
| | Extremely poor, insufficient to meet performance requirements | Little capacity to meet performance requirements | Acceptable capability, should ensure adequate results | Satisfactory capability, should ensure effective results | Superior capability, should ensure very effective results |

1.1.4 Proponent Total Score - Example

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:

Stream 1 and 2

| 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 per stream.

Example:

| PROONENT | TECHNICAL RATING | RATING HIGHER THAN 70% | TECHNICAL PERCENTAGE OF TOTAL SCORE | TECHNICAL SCORE | FINANCIAL RATING | FINANCIAL PERCENTAGE OF TOTAL SCORE | FINANCIAL SCORE | TOTAL SCORE | RANKING |
|----------|------------------|------------------------|-------------------------------------|-----------------|------------------|-------------------------------------|-----------------|-------------|---------|
| A | 75 | OK | 70% | 52.50 | \$ 30,000.00 | 30% | 15.00 | 67.50 | 4 |
| B | 70 | OK | 70% | 49.00 | \$ 25,000.00 | 30% | 18.00 | 67.00 | 5 |
| C | 87 | OK | 70% | 60.90 | \$ 15,000.00 | 30% | 30.00 | 90.90 | 1 |
| D | 95 | OK | 70% | 66.50 | \$ 30,000.00 | 30% | 15.00 | 72.00 | 2 |
| E | 95 | OK | 70% | 48.30 | \$40,000.00 | 30% | 11.25 | 68.25 | 3 |
| F | 69 | Disqualified | | | | | | | |

Appendix “B”

Fee Proposal Form

REQUEST FOR STANDING OFFER AGREEMENT PROFESSIONAL SERVICES IN ARCHITECTURE

MA060



REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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| 2 | FEE SCHEDULE (STREAM 1)..... | 5 |
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| 5 | SIGNATURE OF THE FEE PROPOSAL FORM | 8 |

Appendix “B”: Fee Proposal Form

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1 INSTRUCTIONS

1.1 Hourly Rates

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

- a. Personnel/service classification #1: Person managing the firm’s SOA services to NCC
- b. Personnel/service classification #2: Senior Architect:
- c. Personnel/service classification #3: Intermediate Architect
- d. Personnel/service classification #4: Architect
- e. Personnel/service classification #5: Senior Architectural Technician / Technologist
- f. Personnel/service classification #6: Architectural Technician, Architectural Technologist, Architectural Intern, Draftsperson, and/or CAD Operator
- g. Personnel/service classification #7: Construction Supervisor

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 this form and submitted to the NCC as an attachment to email #2.

For the category personnel #4, 5 and 6, the hourly all-inclusive rate must demonstrate a level of salary progression reflective of the seniority of the resource. For example, the hourly all-inclusive rate of a senior personnel must be equal to or greater than the hourly all-inclusive rate of the intermediate personnel and the hourly all-inclusive rate of an intermediate personnel must be equal to or greater than the hourly all-inclusive rate of the junior personnel within that category.

In order to evaluate the proposal, hourly rates submitted by the Proponent in the Fee Proposal 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



REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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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.

1.2 Disbursements Included in Hourly Rates

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

- a. Travel and travel-related expenses within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - I. Travel time
 - II. Travel fare
 - III. Mileage
 - IV. Parking fees
 - V. Taxi charges
- b. Reproduction and delivery costs of drawings, CAD files, specifications and other technical documentation specified in the TOR.
- c. 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).
- d. Courier and delivery charges for deliverables specified in the TOR.
- e. In-house computer workstations
- f. Plotting charges
- g. Presentation materials
- h. Rental of office space

1.3 Disbursements not included in Hourly Rates

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

- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CAD files, specifications and other Technical documentation, to comply with NCC requests.
- b. Extraordinary transportation costs for material samples and models additional to that specified in the TOR.

REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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- c. Fees for approvals and permits to conduct field investigations and material testing.
- d. Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy.
- e. Other extraordinary disbursements provided they are:
 - 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 Design Lead.



REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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Name of Proponent: _____

2 FEE SCHEDULE (STREAM 1)

Refer to Annex “D” for description of personnel classification levels.

| ITEM # | CLASSIFICATION OF PERSONNEL | ESTIMATED HOURS* | HOURLY RATE YEAR 1 | HOURLY RATE YEAR 2 | HOURLY RATE YEAR 3 | HOURLY RATE YEAR 4 | HOURLY RATE YEAR 5 | HOURLY RATE YEAR 6 | EXTENDED TOTAL H= AXB+AXC+AXD +AXE+AXF+AXG | |
|---|---|------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--|----|
| | | A | B | C | D | E | F | G | | |
| 1. | Personnel/service classification #1: Partner or Principal of the firm | 20 | | | | | | | \$ | |
| 2. | Personnel/service classification #2: Senior Architect | 50 | | | | | | | \$ | |
| 3. | Personnel/service classification #3: Intermediate Architect | 120 | | | | | | | \$ | |
| 4. | Personnel/service classification #4: Architect | 120 | | | | | | | \$ | |
| 5. | Personnel/service classification #5: Senior Architectural Technologist | 80 | | | | | | | \$ | |
| 6. | Personnel/service classification #6: Architectural Technologist | 100 | | | | | | | \$ | |
| 7. | Personnel/service classification #7 Construction Supervisor | 40 | | | | | | | \$ | |
| *Estimated hours are for evaluation purposes only | | | | | | | | | | |
| | | | | | | | | | SUB-TOTAL (items 1 to 7) | \$ |
| | | | | | | | | | OHST – 13% | \$ |
| | | | | | | | | | TOTAL | \$ |

REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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3 FEE SCHEDULE (STREAM 2)

| ITEM # | CLASSIFICATION OF PERSONNEL | ESTIMATED HOURS* | HOURL Y RATE | HOURL Y RATE | HOURL Y RATE | HOURL Y RATE | HOURL Y RATE | HOURL Y RATE | EXTENDED TOTAL H= AXB+AXC+AXD +AXE+AXF+AXG | |
|---|---|------------------|--------------|--------------|--------------|--------------|--------------|--------------|--|----|
| | | | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 | YEAR 6 | | |
| | | A | B | C | D | E | F | G | | |
| 1. | Personnel/service classification #1: Partner or Principal of the firm | 20 | | | | | | | \$ | |
| 2. | Personnel/service classification #2: Senior Architect | 50 | | | | | | | \$ | |
| 3. | Personnel/service classification #3: Intermediate Architect | 120 | | | | | | | \$ | |
| 4. | Personnel/service classification #4: Architect | 120 | | | | | | | \$ | |
| 5. | Personnel/service classification #5: Senior Architectural Technologist | 80 | | | | | | | \$ | |
| 6. | Personnel/service classification #6: Architectural Technologist | 100 | | | | | | | \$ | |
| 7. | Personnel/service classification #7 Construction Supervisor | 40 | | | | | | | \$ | |
| *Estimated hours are for evaluation purposes only | | | | | | | | | SUB-TOTAL (items 1 to 7) | \$ |
| | | | | | | | | | OHST – 13% | \$ |
| | | | | | | | | | TOTAL | \$ |



REQUEST FOR STANDING OFFER – PROFESSIONAL SERVICES IN ARCHITECTURE

Appendix “B”: Fee Proposal Form

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Notes:

1. Payment will be based on actual hours spent. Travel time and/or expenses will not be reimbursed separately.
2. All inclusive hourly rate is applicable to both normal working hours and any other shift work as required.
3. The evaluated fee is for evaluation purposes only and has no bearing on the NCC’s liability to the Consultant.
4. Should the need arise during the period of the Contract to add additional services, the firm hourly rates in the table above shall apply.

The rate for a junior personnel must not exceed the rate of an intermediate personnel and both rates must not exceed the rate of a senior personnel. All three rates must not exceed the rates of Key Personnel.

Appendix “B”: Fee Proposal Form

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5 SIGNATURE OF THE FEE PROPOSAL FORM

| I, the undersigned, being a principal of the Proponent, confirm that all the rates prescribed in this APPENDIX B – FEE PROPOSAL FORM were properly completed for the Services required for this RFSO. | |
|--|--|
| Name of Bidder / Consultant : | |
| Address of Bidder / Consultant : | |
| City : | |
| Province / State : | |
| Postal Code / Zip Code: | |
| Telephone : | |
| Fax : | |
| Email : | |
| Signature : | |
| Title : | |
| Date : | |

END OF FEE PROPOSAL FORM

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC1 Interpretation

1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Consultant 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 Consultant 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 Consultant from any obligation under the contract or impose any liability upon the Commission or the Chairman.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC4 Time of the Essence

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Consultant in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Consultant, and which could not have been avoided by the Consultant 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 Consultant 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 Consultant shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Consultant 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 Consultant 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 If 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 Consultant has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

GC5 Indemnification

- 5.1 The Consultant 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 Consultant, the Contractor's servants or agents in performing the work or as a result of the work.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 5.2 The Consultant 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 Consultant 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 Consultant, 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 Consultant to the satisfaction of the Commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 8.3 In addition to the amount which the Consultant shall be paid under GC8.2, the Consultant shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Consultant pursuant to such notice and obligations incurred by or to which the Consultant 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 Consultant 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 Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Consultant 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 Consultant

- 9.1 The Commission may, by notice to the Consultant, terminate the whole or any part of the work if:
- (i) the Consultant becomes bankrupt or insolvent, or a receiving order is made against the Consultant, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Consultant takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - (ii) the Consultant 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 Consultant shall be liable to the Commission for any excess costs relating to the completion of the work.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

- 9.3 Upon termination of the work under GC9.1, the Chairman may require the Consultant 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 Consultant has specifically acquired or produced for the fulfillment of the contract.

The Commission shall pay the Consultant for all such finished work delivered pursuant to such direction and accepted by the Commission, the cost to the Consultant of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Consultant the fair and reasonable cost to the Consultant 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 Consultant 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 Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant 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 Consultant is due to causes beyond the control of the Consultant, 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 Consultant

- 10.1 The Consultant shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Consultant 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 Consultant 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 Consultant shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC11 Ownership of Intellectual and Other Property including Copyright

- 11.1 Technical documentation and prototypes produced by the Consultant in the performance of the work under the contract shall vest in and remain the property of the Commission, and the Consultant 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 Consultant shall have no rights in and to the same. The Consultant 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 Consultant 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 Consultant also agrees to arrange for any employees of the Consultant or any agent or sub-Consultant of the Consultant 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 Consultant declares that the Consultant 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 Consultant shall declare it immediately to the Commission Representative(s).

GENERAL CONDITIONS

Professional and Consulting Services - Appendix A

GC13 Consultant Status

- 13.1 This is a contract for the performance of a service and the Consultant is engaged under the contract as an independent Consultant for the sole purpose of providing a service. Neither the Consultant nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Commission. The Consultant 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 Consultant

- 14.1 The Consultant warrants that the Consultant is competent to perform the work required under the contract in that the Consultant has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Consultant warrants that the Consultant shall provide a quality of service at least equal to that which contractors generally would expect of a competent Consultant in a like situation.

GC15 Member of House of Commons

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

GC16 Amendments

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

GC17 Entire Agreement

- 17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

SUPPLEMENTARY CONDITIONS

Professional and Consulting Services - Appendix B

SC1 Hours and Place of Work

- 1.1 When the work is to be carried out in the Commission's offices, the Consultant 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 Consultant shall act as an independent Consultant 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 Consultant 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 Consultant related to or for the purposes of this Contract shall be treated as confidential. The Consultant 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 Consultant shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

SUPPLEMENTARY CONDITIONS
Professional and Consulting Services - Appendix B

5.3 As may be directed in writing by the Commission upon the expiry, termination or completion of the Contract, the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Consultant will use the database only for the Contractor's own internal operations relating to approved NCC assignments.

SUPPLEMENTARY CONDITIONS
Professional and Consulting Services - Appendix B

- 9.3 The Consultant 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 Consultant 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 Consultant for use of the database will immediately terminate and the Consultant 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 “E” – BIDDER’S CHECKLIST

| # | REQUIREMENT / TASK / INSERTION within Bidder’s Bid | The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement |
|----|--|---|
| 1 | Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Bid. | <input type="checkbox"/> |
| 2 | Complete Appendix “A-1” - Mandatory Requirements and ensure it forms part of your Technical Bid | <input type="checkbox"/> |
| 3 | Complete and sign Appendix A-2 – Point Rated Technical Criteria | <input type="checkbox"/> |
| 4 | Complete and sign Appendix B – Fee Proposal Form | <input type="checkbox"/> |
| 5 | Ensure that your Technical Bid does not contain a copy of your Financial Bid. | <input type="checkbox"/> |
| 6 | Ensure that your Technical and Financial Bids are in separate emails | <input type="checkbox"/> |
| 7 | Ensure that your Bid addresses all the points outlined in Appendix “A-2” -Point Rated Technical Criteria | <input type="checkbox"/> |
| 8 | Complete and insert Annex “G” – Supplier Direct Payment and Tax Information Form to your Technical Bid | <input type="checkbox"/> |
| 9 | Complete and insert Annex “H” Certificate of Insurance | <input type="checkbox"/> |
| 10 | Complete and insert Annex “A2” Supplier Information | <input type="checkbox"/> |

ANNEX “A” - SCOPE OF WORK

Typical services which may be sought under each of the Service Streams may include, but are not limited to:

- A1 Architecture – Low Complexity / Risk
- A2 Architecture – Medium to high Complexity / Risk

Sample Projects and Services:

- Pre-planning and Feasibility Studies
- Building Condition Reports
- Various other studies and/or reports
- Long-term Accommodation Plans
- Master planning exercises for campuses of buildings
- Functional Programming
- Site Selection processes
- Concept Design
- Design Development
- Construction Documents (working drawings and specifications)
- Services during Bidding, Construction, and Post-Construction
- New Building Construction
- Renovations
- Rehabilitation / Preservation
- Demolition, dismantlement, moving, &/or reconstruction/reassembly
- Building or System Upgrades
- Mid-life Re-fits
- Testing, Inspection, and Analysis Services
- As-measured drawings
- Commissioning
- Full Project Services, including Coordination, Contracting with & Management of Sub-Consultant Teams and their deliverables & documents

When projects arise via this SOA which require multi-disciplinary teams, it is expected that the Consultant, acting as the prime consultant will be expected to contract with, manage and coordinate the efforts of the required sub-consultants. Services from the Consultant, or prime consultant, in this role will include:

- Contracting with, Directing, Monitoring, and Managing of qualified typical sub-consultants and their efforts (e.g. Structural, Mechanical, Electrical, Cost Planning) on routine multi-disciplinary projects.
- When required, Contracting with, Directing, Monitoring, and Managing of specialty subconsultants and their efforts (e.g.: Civil, Municipal, &/or Geotechnical Engineers, Landscape Architects, Wind & Snow Studies Consultants, LEED Consultants, Acoustical Consultants, Building Code Consultants, Fire Protection Engineers, Building Envelope Specialists, Security Consultants, Food Service / Kitchen Consultants, Specifications Writers, Hardware Specialist, Value Engineering Consultants, Construction Managers, Design Leads, Scheduling Specialists, Building Condition Report specialists, Commissioning Specialists, and any other specialists appropriate to a given solicitation)
- Quality Control, Coordination of Project Documentation and Deliverables, and Conflict Resolution for the multi-disciplinary team.

PROJECT BRIEF / TERMS OF REFERENCE/REQUIRED SERVICES

To follow is an example of a Project Brief/Terms of Reference/Required Services that may be required for the proposed service(s) detailed above. The actual Required Service(s) (RS) requested will be detailed in each call-up and bid solicitation document and will vary depending on the scope of the project.

GENERAL PROJECT OBJECTIVES (GPO)

- GPO 1 Project Objectives
 - GPO 1.1 Strategic Objectives
 - GPO 1.2 NCC Standards and Procedures
 - GPO 1.3 Sustainable Development
 - 1.3.1 Water Management
 - 1.3.2 Resource Use and Product Selection
 - 1.3.3 Prohibited Materials
 - 1.3.4 Indoor Environmental Quality
 - GPO 1.5 Code Compliance
 - GPO 1.6 Risk Management
 - GPO 1.7 Health and Safety
 - GPO 1.8 Excluded Studies and Work
 - GPO 1.9 Issues
 - 1.9.1 Major Cost Issues
 - 1.9.2 Major Time Issues
 - 1.9.3 Major Operational Issues

PROJECT ADMINISTRATION (PA)

- PA 1 Project Administration
 - PA 1.1 Coordination with NCC
 - PA 1.2 Coordination with Sub-Consultants
 - PA 1.3 General Project Deliverables
 - PA 1.4 Lines of Communication
 - PA 1.5 Media
 - PA 1.6 Meetings
 - 1.6.1 Project Meetings
 - 1.6.2 Design Meetings
 - 1.6.3 Construction Meetings with the CM
 - 1.6.4 Submission Meetings/Presentations
 - 1.6.5 Presentations to NCC Advisory Committees or FHBC
 - 1.6.6 Workshops with the CM
 - PA 1.7 Project Response Time
 - PA 1.8 Project Reviews and Authorizations to Proceed
 - PA 1.9 Documents Management & Approvals
 - 1.9.1 Contract Deliverables
 - PA 1.10 Design Approvals
 - 1.10.1 Authorities Having Jurisdiction – Federal
 - 1.10.2 Municipal Authorities
 - PA 1.11 Documents in Canada's Two Official Languages

REQUIRED SERVICES (RS)

Project Identification

- RS 1 Feasibility Studies / Options Analysis
- RS 2 Site Analysis and Selection
- RS 3 Building Surveys, Audits, and Measured Drawings
- RS 4 Functional Programming
- RS 5 Financial Planning

RS 6 Delivery Strategy and Schedule RS 7 Detailed Investigation Report
RS 8 Sustainable Development Strategies and Report
RS 9 Facility Equipment Evaluation and Recommendations Report
RS 10 Technical Support to Telecommunications Requirements
RS 11 Technical Support to Security Requirements
RS 12 Decommissioning Report
RS 13 Order of Magnitude "Class D" (Indicative) Cost Report

Project Delivery

RS 14 Analysis of Project Requirements
RS 15 Schematic Design
RS 16 Design Development
RS 17 Construction Documents
RS 18 Design Package Services
RS 19 Tender Call, Bid Evaluation, Construction Contract Award
RS 20 Construction Contract Administration, Commissioning, Post Construction Warranty Review

Additional Services

RS 21 Risk Management

GPO 1.1 Strategic Objectives

NCC requires the Consultant to maintain a high standard of architectural design based upon recognized design principles.

All design solutions must be optimized through an integrated approach with all disciplines. All design elements, planning, architectural, and engineering, must be fully coordinated and integrated. All presentation material must be of high graphic standards to facilitate understanding by all stakeholders. All design solutions must excel in the following:

- functional suitability
- health, safety, universal accessibility, and security
- sustainable and enduring development
- creativity, innovation, design integration and technical competence
- inspiring and attractive
- financial performance based on life-cycle costing
- heritage sensitivity
- environmental responsibility

Quality of materials and construction methods shall be commensurate with the type of building and budget. Operating costs must be kept to a minimum and reflect the projected operating costs. The total life cycling of the building is to be taken into account.

GPO 1.2 NCC Standards and Procedures

Standards and Procedures relating to the provision of services under this Standing Offer are described in the Doing Business with the NCC (annex "A-1"). Doing Business with the NCC provides the NCC's requirements for CAD and construction documents, information on classes of construction cost estimates, project scheduling, project control checklists and templates.

Beyond the Standards and Procedures described herein and in Doing Business with the NCA Guide, in the future the ToR for a specific project may require Building Information Modelling (BIM) Services. BIM protocols would be addressed at the time of the Call-Up. Please note that the potential use of BIM is not an evaluation criterion in this Request for Standing Offer.

GPO 1.3 Sustainable Development

In response to the Federal Sustainable Development Strategy, NCC commits that:

1. All newly constructed federal government office buildings, including Crown-owned, leased-to- own, and build-to-lease will meet the LEED Canada-NC Gold, 4 Green Globes for Design or equivalent level of environmental performance and 28% more energy efficient than NECB performance and/or 35% more energy efficient than the building being replaced. Life-cycle assessment is mandatory for projects of a construction value of more than \$5 million.
2. All major renovations of office buildings and all non-office buildings will meet the LEED Canada- NC Silver, 3 Green Globes for Design or equivalent level of environmental performance and 24% more energy efficient than NECB performance. Life-cycle assessment is mandatory for projects of a construction value of more than \$5 million.
3. Space fit-ups and retrofits (≥ 1000 m² (Office)) will meet the LEED Canada-NC Silver, 3 Green Globes for Design or equivalent level of environmental performance.
4. All Construction, Renovation, and Demolition (CRD) projects of more than \$1M will achieve a minimum monitored waste diversion target of 75%.

Highlights:

1.3.1 Water Management

Designs shall incorporate:

1. storm water management strategies such as green roofs, other roof top temporary storm water retention features, landscaped retention ponds, rain gardens, permeable (pervious) surface materials (including paving), and other temporary storage or treatment alternatives.
2. potable water reduction strategies.

1.3.2 Resource Use and Product Selection

1. Where available, feasible and meet the performance requirements, products will be specified that meet the requirements necessary for certification by the Environmental Choice (EcoLogo) Program or other equivalent programs.
2. Products are specified that eliminate hazardous materials in their content, manufacture, application, and use.
3. Where available, feasible and meet the performance requirements, products such as paints, adhesives and sealant that will be specified will have no or low levels of emissions of volatile organic compounds (VOCs).
4. Where available, feasible and meet the performance requirements, products will be specified that contain as much as possible of post consumer recycled product.
5. Where feasible, design will incorporate the concept of "designing for disassembly" to promote reuse and to reduce waste (CSA Z782-06 Guideline for design for disassembly and adaptability in buildings).

1.3.3 Prohibited Materials

The use of the following materials is prohibited on all NCC projects:

1. Products containing asbestos;
2. Products containing pure formaldehyde;
3. Products containing polychlorinated biphenyls;
4. Products containing chlorinated fluorocarbons;
5. Solder or flux containing more than 0.2 percent lead and domestic water pipe or pipe fittings containing more than 8 percent lead; and
6. Surface coatings with a concentration of lead in excess of 0.009 percent by weight, as per the *Hazardous Products Act's Surface Coating Materials Regulations*

1.3.4 Indoor Environmental Quality

1. Indoor air quality must meet the standards as required by the Canada Labour Code Part II as well as the latest ASHRAE requirements.
2. The design shall ensure that there are no instances that will promote the accumulation of moisture in the HVAC system or the collection of standing water.
3. All noxious or unpleasant odors arising as a result of construction activities shall be purged from the space/facility prior to occupancy and filters replaced.
4. Lighting levels shall meet the minimum requirements of the Canadian Occupational Safety and Health (COSH) Regulations, the National Building Code (NBC) and the Canadian Electrical Code (CEC).
5. Lighting strategies shall be designed to maximize the availability of natural light while effectively addressing the adverse effects of lighting glare (both natural and artificial) on display terminals (VDTs).

GPO 1.5 Code Compliance

National, Provincial and Municipal Codes, regulations, by laws and decisions of "authorities having jurisdiction" are to be observed. In cases of overlap, the most stringent will apply. The Consultant shall identify all "authorities having jurisdiction" that apply to a project.

GPO 1.6 Risk Management

Risk management considerations must be applied throughout the life of a project. A risk management strategy is crucial and integrates project planning into procurement planning. All the stakeholders of a project will be an integral part of the risk management strategy, culminating in an integrated risk assessment.

The Consultant is to contribute identifying risks at all stages of the life of the project assisting the NCCR in developing and updating the Project Risk Plan. Specific services required for project delivery are outlined in the Required Services section.

GPO 1.7 Health and Safety

NCC recognizes the responsibility to ensure the health and safety of all persons on Crown construction projects and the entitlement of both federal employees and private sector workers to the full protection afforded them by occupational health and safety regulations.

In keeping with the responsibility and in order to enhance health and safety protection for all individuals on federal construction sites, NCC will voluntarily comply with the applicable provincial/territorial construction health and safety acts and regulations, in addition to the related *Canada Occupational Safety and Health Regulations*.

GPO 1.8 Excluded Studies and Work

Consultants will not be asked to perform the following:

1. Geotechnical investigations. Geotechnical Reports are provided to consultants.
2. Identification of designated substances (acrylonitrile, arsenic, asbestos, benzene, coke oven emissions, ethylene oxide, isocyanides, lead, mercury, silica, vinyl chloride). Designated Substance Reports (DSR) are provided to consultants.
3. Abatement/remediation of designated substances.
4. Investigation for mold and mold abatement.

If applicable, the Consultant is to integrate the time lines required for the above activities done by others in the approved project schedule.

GPO 1.9 Issues

1.9.1 Major Cost Issues: *Budget Limitations*

Effective construction cost estimating and cost control is of prime importance and shall be provided by a Cost Specialist.

Class A cost estimates shall be submitted in trade cost breakdown format. Cost estimates shall have summary plus full back-up showing items of work, quantities, unit prices and amounts.

1.9.2 Major Time Issues: *Out of service time frames*

It is imperative that "out of service time frames" as a result of construction activities be minimized as much as possible. Program operations and time frames will govern project specific schedules.

1.9.3 Major Operational Issues: *Adjacent Programs*

Continuity of adjacent programs is often mandatory and therefore design and delivery decisions must take this requirement into account. Additional factors recognized as affecting adjacent programs are the following: reliability of systems and equipment, redundancy to ensure continued operation, and prolonged commissioning issues.

PA 1 PROJECT ADMINISTRATION

The following administrative requirements apply to all Required Services (RS) for each project under this Standing Offer.

PA 1.1 Coordination with NCC

A NCCR is identified for each individual call-up/project.

The NCCR is the liaison between the Consultant, NCC.

NCC administers the project and exercises continuing control over the Consultant's work during all phases of development. Unless directed otherwise by the NCCR, the Consultant is responsible to comply with all Federal requirements and to obtain all required approvals from "authorities having jurisdiction".

The consultant shall:

1. Carry out services in accordance with approved documents and directions given by the NCCR.
2. Ensure all communications carry the NCC Project Title, Project Number and File Number.
3. Advise the NCCR of any changes that may affect scope, schedule, budget and risks and/or are inconsistent with the call-up/project's Term of Reference (ToR), instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and always obtain written authorization from the NCCR before proceeding.

PA 1.2 Coordination with Sub-Consultants

The Consultant shall:

1. Throughout all stages of the Project, coordinate and assume responsibility for all work of any Sub-Consultants and Specialists retained by the Consultant.
2. Ensure clear, accurate and ongoing communication on scope, budget, scheduling and risk issues (including changes) as they relate to the responsibilities of all Sub-Consultants and Specialists on all RS.
3. Ensure Sub-Consultants and Specialists provide adequate site inspection services and attend all required meetings.
4. Review Sub-Consultants' proposals for scope, effort and fees, schedule, for completeness, relevance and integration to the requirements of the project.

PA 1.3 General Project Deliverables

Where deliverables and submissions include summaries, reports, drawings, plans or schedules, provide soft copies of all deliverables and/or as per the requirements of the ToR for each specific project. All electronic files that cannot be transferred via email for size (more than 3.5 Megs) or for confidentiality reasons are to be provided on USB keys, minimum of six and/or as per the ToR for each specific project. Hard copies may also be requested as per the ToR of each specific project.

All documents (drawings and specifications) are to be in compliance with NCC document Doing Business with the NCC and as per the approved schedule of each project.

PA 1.4 Lines of Communication

All communications are to be exclusively with the NCCR unless the NCCR authorizes otherwise.

NCC manages the tendering process including all correspondence with bidders and awards the contract.

PA 1.5 Media

The consultant shall not respond to requests for project related information or questions from the media. All inquiries are to be directed to the NCCR.

PA 1.6 Meetings

Unless delegated, the NCCR chairs all project meetings.

The Consultant shall attend all project meetings, record the issues and decisions and prepare and distribute minutes within 48 hours of the meeting.

Unless otherwise specified in a project's ToR, the average frequency of project meetings to plan for is one meeting every 2 weeks for the entire project life, for all members of the Consultant Team. However, meetings may not be scheduled every two weeks, as the meeting schedule will follow the approved project schedule.

All in person project meetings are held at NCC and/or the project site.

Virtual meetings and Conference Calls will be addressed on a case by case basis and will require authorization by the NCCR.

PA 1.6.1 Project Meetings

The Consultant must co-chair Project meetings with the NCCR to review and discuss the overall Project and the activities of the Project Team.

The purpose of these meetings is to:

- a) Monitor the overall Project progress against Project objectives approved scope, Construction Cost Estimate, cash flow and prioritized construction schedule;
- b) Assess design and construction productivity against agreed on performance requirements;
- c) Facilitate clear communication between all participants; and
- d) Identify opportunities or issues, assigning responsible individuals and dates for resolution.

PA 1.6.2 Design Meetings

The Consultant must co-chair Project design meetings with the NCCR to review and discuss the activities of the Consultant.

The purpose of these meetings is to:

- a) Monitor design progress against the approved scope and construction cost estimate, design approval submissions, and construction schedule;
- b) Provide effective design and DP prioritization and coordination;
- c) Identify opportunities or problem issues, assigning responsible individuals and dates for resolution; and
- d) Provide effective quality management, including integration of approval body requirements.

PA 1.6.3 Construction Meetings with the CM

The CM will chair Project construction meetings during the construction stage of the Project, prepare agenda and issue minutes. The CM will create and maintain a database of action items and issues to form part of the CM's risk management services.

PA 1.6.4 Submission Meetings/Presentations

For each DD submission, and as required during Project implementation, the Consultant must co-chair submission meetings with the NCCR and make a formal presentation to the NCC's ORB Executive Director.

Prior to NCC formal Advisory committees or FHBRO presentations, the Consultant must conduct dry-run presentations first to the NCCR and then the Project Leader to gather feedback and fine-tune the presentation.

PA 1.6.5 Presentations to NCC Advisory Committees or FHBC

Working with the NCCR, the Consultant must prepare and deliver presentations to the ACORC, ACPDR, ACUA and to the FHBC, including the following activities:

- a) Develop narratives and visual documentation supported by a conservation approach and the Standards and Guidelines for the conservation of Historic Places in Canada;
- b) Presentation and submission content to be guided by recommendations outlined in the previous FHBC or Advisory committees letter and meeting minutes;
- c) Develop heritage focused narrative and visual documentation to support submission of a

- request for review of intervention (ROI) submission to FHBRO in advance of presentation.
- d) Prepare and deliver dry run presentations to the NCCR and Project Leader in advance of the presentations;
- e) Prepare and deliver presentations tailored to each committee, as follows;
- f) For NCC Advisory Committees, prepare and deliver 10 to 15 minute presentation, comprised of approximately 15 slides. Presentation documents must be translated;
- g) For FHBC, prepare and deliver 30 to 40 minute presentations to FHBC of approximately 30-40 slides; and
- h) Respond to committee member detailed design questions.
- i) If required and with NCCR direction, identify and implement design modifications to respond to recommendations identified NCC Advisory committees or FHBC.

Presentations to these committees may include multiple consultant members, but at a minimum the Lead Architect and Lead Landscape Architect must present the Project and be able to respond to detailed design questions from committee members.

PA 1.6.6 Workshops with the CM

Workshops are intended as collaborative sessions occurring throughout the contract, tailored to the stage of project development.

- a) **Design Workshops:** Lead by the Consultant, these workshops are intended to provide a dedicated opportunity for the Consultant Team, NCC Team and CM to work together to focus on specific design challenges.
Design Workshops include, but are not limited to:
 - Passive House and Sustainable Design: These workshops are intended to provide focused design sessions to review options and sub options in detail. These workshops are to be jointly led by the Passive House Consultant and the Architect.
 - Landscape architecture and heritage context: These workshops are intended to be timed to support schematic design activities and in preparation for presentation to FHBRO; and
 - FF&E Integration Workshops: These workshops are for NCC's property management group and the NCC Office Modernization Project Team to work through detailed FF&E requirements with the Consultant.
- b) **Constructability Workshops:** These workshops are for construction related matters as they relate to the design progress or Site conditions. Workshop discussion points could include materials selection, work sequencing, temporary roadways, design prioritization, design completion status, design coordination, tender-ability, tender sequencing, or other matters that could influence the ability to build the work.
Workshop objectives are to:
 - Promote open discussion of Project control issues between the Consultant and the CM;
 - Endeavor to make sure the Consultant and CM have the same basis of understanding for Project Cost elements (inclusions, exclusions, assumptions, and basis of costing), schedule activities (design and construction), activity durations, and Float use and allocation; and
 - Re-review and openly discuss the time, Cost, risk and design management Services of the Consultant and CM with the NCCR.

The Consultant must attend these meetings. The CM will chair and take a leading role in conducting these workshops, which forms part of the CM's cost and time management services. The CM will prepare and deliver the workshop agenda, notice to invites and minutes.

PA 1.7 Project Response Time

It is a requirement of all projects covered under this Standing Offer that the Consultant Team should be personally available to attend all meetings and respond to inquiries within half (½) a day of the NCCR's request, either at the NCCR's office or at the project site from the date of the award of the Consultant call-up for all RS.

The Consultant must be able to demonstrate the availability of adequate resources within their proposed team(s) as well as back-ups to deliver the scope of services required by a call- up and as outlined in this Standing Offer in a timely fashion.

PA 1.8 Project Reviews and Authorizations to Proceed

For each project, work in progress will be reviewed and require from the NCCR “authorization to proceed” to the next RS. All reviews are to be integrated in the approved project schedule as per the specific ToR for each project.

Other entities may also need to be involved such as the Federal Heritage Buildings Review Office (FHBRO), the Federal Approval of the National Capital Commission (NCC) and municipal governments; this is to be determined by the NCCR in consultation with the Consultant and integrated by the Consultant in the approved schedule.

NCC - Centers of Expertise, Quality Assurance Reviews

The NCCR assembles and leads a Center of Expertise (COE) review team tailored to the scope of the project. The COE review team may comprise different NCC specialists drawn from the following internal disciplines: architecture, urban design, landscape architecture, accessibility, civil, municipal, geotechnical, structural, mechanical, electrical, heritage, scheduling and costing.

- Submission Format: reports, drawings and specifications
- Submission Schedule: Submissions are reviewed as per the approved project schedule. Ten days notice is to be given when work will be completed and delivered to the NCCR.
- Expected Turnaround Time: 10 working days
- Number of Submissions: until Authorization to Proceed has been received.

CLIENT - Design Reviews and Approvals

The Client is the end user. As such, the Clients are often custodians of special purpose buildings. For this reason, Client may be “knowledgeable clients” and their review teams may also comprise specialists such as in the security, engineering and accommodation fields.

- Submission Format: reports, drawings and specifications, and oral presentations
- Submission Schedule: Submissions are reviewed as per the approved schedule, usually simultaneously to the COE reviews. Ten days notice is to be given when work will be completed and delivered to the NCCR.
- Expected Turnaround Time: 10 working days
- Number of Submissions: until Authorization to Proceed has been received.

NCC COE and Client reviews are simultaneous, not consecutive. For each NCC COE/Client review, a turnaround time of 2 weeks (10 business days) is required to be integrated in the approved project schedule. Notwithstanding the specific review requirements of each project detailed in their respective ToR, the following typical review schedule is to be accounted for:

RS 1 to RS 14

1. All reports to be submitted at the 33%, 66%, 99% and final.

RS 15 Schematic Design

1. Design Options, including Class C estimates, risk management and schedule.
2. Recommended Design Option, including Class C estimates, risk management and schedule.

RS 16 Design Development

1. Design Development Documents, including class B estimates, risk management and schedule.

RS 17 Construction Documents

1. 33% Construction Drawings
2. 66% Construction Drawings and Specifications, including Class A estimates, risk management and schedule.

3. 99% Construction Drawings and Specifications, including Class A estimates, risk management and schedule.
4. Final Tender Documents, including Class A estimates, risk management and schedule.

Each of the above submissions must comprise their proper level of Class cost estimate, risk management, and schedule. The Consultant must reply in writing to each and every NCC COE and Client written review comment.

PA 1.9 Documents Management & Approvals

The Consultant is encouraged to utilize Building Information Modelling (BIM).

The Consultant is required to develop a strategy to capture the project scope facilitated by a common data environment for visualization, analysis and communication of Project information for and between all stakeholders, including the Consultant, the CM, the and the NCCR.

PA 1.9.1 Contract Deliverables

Where submissions include summaries, reports, Drawings, Specifications, presentations and schedules, the Consultant must provide an electronic copy in editable native format and Portable Document Format (PDF), unless otherwise indicated by the NCCR.

All reports, Drawings, Models, data, simulation and analysis outputs and other graphical material must be submitted to the NCCR in both PDF and an editable, non-PDF format (original software of operation such as MS Word, MS Excell, MS Powerpointe, DWG, RVT, Adobe Suite excetera) and if applicable, interoperable with a BIM and related third-party software.

PA 1.10 Design Approvals

PA 1.10.1 Authorities Having Jurisdiction – Federal

A list of authorities and their federal jurisdiction is included below.

| Authority | Federal Government Jurisdiction |
|--|---|
| National Capital Commission (NCC) | Real property Project approval within NCA; and Federal Land Use and Design Approval (FLUDA) – LEVEL 3 |
| Environment and Climate Change Canada (ECCC) | <i>Species at Risk Act (2002); Canadian Environmental Assessment Act 2012 (CEAA 2012); and The Federal Policy on Wetland Conservation (1991).</i> |

NCC is a Responsible Authority as defined in the Canadian Environmental Assessment Act 2012. NCC will fulfill its obligations as a Responsible Authority to ensure that the Project will not cause significant adverse environmental effects on federal land.

In support of the NCCR, and to meet the NCC’s Responsible Authority obligations, the Consultant must facilitate and participate in discussions or negotiations required to obtain Project approvals with federal and provincial authorities as outlined in this RFP and make sure that the technical and legal compliance of Project designs follow the said approvals and conditions; and

All communication with federal and provincial authorities will be through the NCCR. The NCCR will deal with federal and provincial approval fees on a case-by-case basis and may request the CM to pay such fees as a disbursement to the CM’s contract.

PA 1.10.2 Municipal Authorities

On behalf of NCC, the Consultant must prepare and provide to the CM all documentation for building and other permits necessary for approval by municipal authorities. The CM will manage the building permit application process itself. All communication with the municipal authority related to permits and permit payment will be through the CM. The CM will involve the Consultant and together participate in any discussion or negotiation necessary to obtain permits and assist in resolving issues

before the tender of each DP. Submissions by the CM will begin with or well-advanced DPs for construction permits, with subsequent filings as required by the municipal authority and for design revisions in response to reviews.

The CM will apply for interim and final use or occupancy permits and resolve all outstanding issues relating to permit approval. The CM will also provide municipal authorities access to the Site as and when they require access and obtain reports of their findings, which are to be given to the NCCR for review and handling as necessary.

The Consultant must address and respond to all issues by municipal officers through the CM.

PA 1.11 Documents in Canada's Two Official Languages

In addition to the Language Requirements detailed in the Supplementary Conditions of the General Conditions of this Request for Standing Offer:

1. All RS 17 final tender documents are to be prepared and issued in Canada's two official languages; unless otherwise specified by the NCCR.
2. During the Tender Call, all answers to contractor questions must be prepared and issued in Canada's two official languages unless otherwise specified by the NCCR.
3. During the Tender Call, all amendments must be prepared and issued in Canada's two official languages unless otherwise specified by the NCCR.
4. Both official languages are of equal status; neither is considered to be a translation of the other.
5. The consultant is responsible for the accuracy, completeness and consistency of all RS 17 final tender documents, Tender Call answers and amendments in both official languages unless otherwise specified by the NCCR.
6. For RS 17 Construction Documents, it is standard but not mandatory practice to produce a single set of drawings (originals) on which written information is shown in both languages and separate written documents in each language unless otherwise specified by the NCCR.
7. Construction Contract Administration, Commissioning, Post Construction Warranty Review RS 19 will be conducted in the language chosen by the Contractor.

REQUIRED SERVICES

Consultant services are as described in provincial acts/statutes for the profession of architecture for full/integrated architectural design services as well as for other regulated professions such as engineering.

Unless otherwise requested in the Terms of Reference (ToR) for each individual call-up, the Consultant's core team shall comprise the disciplines of structural, mechanical and electrical engineering. Specification writing, cost estimating, scheduling, interior design, heritage, building science, risk management and sustainable development analysis may be performed by Sub-Consultants and/or the Consultant's resources provided those resources have the proper credentials; in those instances, it is for the Consultant to demonstrate that it is the case.

In addition to the above-described Consultant core team, the ToR may request to include other Specialists such as in acoustics, building codes, laboratory design, landscape architecture, civil engineering, building envelope, etc., depending on the scope of the project and building type. The Consultant shall coordinate and manage the additional and/or specialized services, provided by Sub-Consultants and /or Specialists required to fulfill the project's ToR.

The purpose of the Project Identification RS 1 to 13 studies/investigations/research/analysis is to develop for each project an adequate, rationalized scope, schedule, cost and risk management plan in response to the NCC's objectives representing the best investment solution.

The purpose of the Project Delivery RS 14 to 19 is to translate well-defined and approved project objectives and requirements into technical criteria to allow for detailed design and full implementation of the end product.

The purpose of Additional Services RS is to either enhance other RS and/or are stand-alone services required to fulfill specific project requirements.

1 RS 1 FEASIBILITY STUDIES / OPTIONS ANALYSIS

1.1 Intent

The intent of a Feasibility Study/Options Analysis is to develop the project requirements and to identify a range of solutions that could meet those requirements. The Feasibility Report provides the information base to be used to evaluate investigated solutions and determine the optimum project solution in the context of economic, financial, market, regulatory, environmental/sustainable, functional and technical requirements and issues specific to the site/asset/project's ToR. At least three options must be developed and analyzed; status quo option is not permissible. Options analysis must include schematic design tests. Each option must address and discuss advantages and disadvantages, constraints, challenges and opportunities, for scope, class D construction costs, indicative schedule, and risks.

The selection of one option must be the result of a team/group effort involving the Client in brain storming session(s). These sessions are required for the Client developing a thorough understanding of each option, for identifying with the Client, option selection criteria and their relative weight, perform the evaluation and identify the best option with the Client even if the best option is to be another option yet to be developed from the best features of the tabled options. As such, the Feasibility Study concludes with a recommendation that may be one of the studied options or yet another option that would integrate the best elements of the studied options. The recommended option must address and discuss why it is the recommended optimum option in terms of scope, class D construction costs, indicative schedule and risks. The Client must be involved at each step of the process.

1.2 Scope and Activities

Not limited to:

1. Functional Programs, including general space requirements and functional relationships, to identify the scope of a project;
2. Studies of regulations to determine code and zoning constraints, urban design objectives, and community issues related to a project;
3. Identification and evaluation of potential sites;
4. Environmental impact analysis;
5. Market studies, forecasting demand and real estate market value of a completed project;

6. Financial studies identifying: 1) capital, operating, and maintenance costs 2) sources of revenues, including funds to offset capital and operating costs;
7. Valuation of land and sites;
8. Evaluation of existing facilities, including: building envelope; mechanical, electrical, and structural systems; functional adaptability; code compliance;
9. Life cycle cost analysis;
10. Studies to determine the compatibility of functional program with an existing or renovated building;
11. Exploration of alternatives, such as the best fit of a functional program with several potential sites;
12. Existing structures and their adaptive future reuse;
13. Visit the building/site, investigate and analyze the availability and capacity of building services needed for the project;
14. Investigate functional requirements for the particular facility;
15. Review availability of construction materials used in the existing facility;
16. Consider use of new technologies and energy from renewable sources.
17. Investigate and analyze project compliance with all applicable codes, regulations standards, including (but not limited to): National Building Code, Canada Labour Code, Model National Energy Code, National Fire Protection Association (NFPA), Ontario and Québec Occupational Health and Safety, Medical Research Council;
18. Identify all authorities having jurisdiction over the project;
19. Minimize environmental impacts of the project consistent with economic constraints and project objectives, as per the *Canadian Environmental Assessment Act 2012(CEAA 2012)*; and
20. Prepare recommendations on the feasibility of the project.

1.3 Options Analysis

At least three options must be developed and analyzed; status quo option is not permissible. Options analysis must include schematic design tests. Each option must address and discuss advantages and disadvantages, constraints, challenges and opportunities, for scope, class D construction costs, indicative schedule, and risks.

The selection of one option must be the result of a team/group effort involving the Client in brain storming session(s). These sessions are required for the Client developing a thorough understanding of each option, for identifying with the Client, option selection criteria and their relative weight, perform the evaluation and identify the best option with the Client even if the best option is to be another option yet to be developed from the best features of the tabled options. As such, the Feasibility Study concludes with a recommendation that may be one of the studied options or yet another option that would integrate the best elements of the studied options. The recommended option must address and discuss why it is the recommended optimum option in terms of scope, class D construction costs, indicative schedule and risk. The Client must be involved at each step of the process.

Schematic designs may include, depending on the project:

1. Bubble and flow diagrams;
2. Adjacencies and functional relationships;
3. Horizontal and vertical stacking relationships; Orientation and renewable energy;
4. Elevations, cross sections, site plans, schematic floor plans;
5. Photographs and any other graphics required for a good understanding of each option.

1.4 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required. The final report must present a comprehensive summary of the existing conditions, feasibility and options analysis and recommendations:

1. Executive summary;
2. Report on existing conditions, deficiencies and life expectancy;
3. Report on functional and technical requirements;
4. Report on all applicable codes, regulation, standards and authorities having jurisdiction;
5. Report on options analysis and recommendations;
6. The Feasibility Study concludes with a recommendation that may be one of the studied options or another option that would integrate elements of the studied options. The recommended option must

address and discuss why it is the recommended optimum option in terms of scope, class D construction costs, indicative schedule and risk.

7. Report on Class 'D' indicative estimates for each option.
8. In addition, the ToR may request high level Power Point presentation(s).

2 RS 2 SITE ANALYSIS AND SELECTION

2.1 Intent

Site analyses include the evaluation of an existing or potential site in relation to the building program, budget, and construction schedule.

Review the site of the project and assess the suitability of the site to accommodate the Client's project. In doing so, take into account known site constraints, ability to support future additions and alterations, and potential impact of proposed developments in the vicinity of the site.

1. Data collection:

To evaluate the site the consultant must assemble the following information:

1. Existing conditions which have an impact on the design:
 - a. Climate, including prevailing winds, solar orientation, etc.;
 - b. Topography, including site contours, drainage, water courses, visual characteristics, physical features, vegetation, water bodies, etc.;
 - c. Geotechnical or soil information provided by the NCC;
 - d. Environmental hazards;
 - e. Immediate surroundings, including neighboring structures, shading and solar access, noise, views, and vistas;
2. Property description:
 - a. Legal description, including boundary survey, easements, right-of-way, etc.;
 - b. Vehicular and pedestrian access;
 - c. Utilities and services available to the site.

2. Zoning and Other Regulations:

Identify the zoning or land use regulations which apply to the site, including:

1. Permitted uses;
2. Minimum area;
3. Height restrictions;
4. Setbacks;
5. Lot coverage: floor area ratio, percentage of coverage
6. Open space requirements;
7. Parking requirements;
8. Other requirements.

3 RS 3 BUILDING SURVEYS, AUDITS, AND MEASURED DRAWINGS

3.1 Intent

Verify the purpose of the measured drawings and the accuracy required. After confirming the scope with the Client, make measurements, augment with photographs and field notes, and prepare drawings. Prepare measured drawings of visible conditions as per the requirements of the Doing Business with the NCC attached as Annex "A-1".

3.2 Deliverables:

1. Measured drawings
2. Photographs
3. 3D models

4 RS 4 FUNCTIONAL PROGRAMMING

4.1 Intent

The intent of a Functional Program is to ensure the Consultant has gathered sufficient information to analyze the Client's functional and operational requirements, developed an understanding of the technical requirements for the building's infrastructure and if required, applied the Government of Canada Workplace 2.0 Fit-up Standards.

1. Functional Requirements (Program)

A written statement that describes various criteria and data for a building (facility) project including design objectives, site requirements and constraints, spatial requirements and relationships, building systems and equipment, facility systems and equipment, and future expandability. The purpose of this stage is to describe the requirements which a building (facility) must satisfy in order to support and enhance human activities.

The programming process seeks to answer the following questions:

1. What is the nature and scope of the problem?
2. What information is required to develop a proper design solution to the problem?
3. How much and what type of space is needed?
4. What space will be needed in the next five to ten years to continue to operate efficiently?
5. How can sustainability be addressed at this stage?

2. Options Analysis:

A design test (in schematic form) for the functional program recommendations to determine that the recommendations can be accommodated in a minimum of three (3) options.

3. Cost Estimate:

Complete with class 'D' construction costs.

4.2 Scope and Activities

In preparing a functional program, the Consultant's main task is to examine the Client's world in detail so as to define the Client's needs and objectives. These requirements will establish criteria for evaluating potential design solutions and other strategic alternatives.

The consultant must understand:

1. The impact of a building's occupants and processes (facilities) on the built environment;
2. The social and environmental impacts of the building's program on the community;
3. The planning impacts of its function on the local infrastructure.

To prepare a functional program, the Consultant may have to prepare a functional and technical operational review that would include interviews, research, onsite observations, recording, etc. including:

1. Research and information gathering through information sessions with employees, focus group sessions etc.
2. Interview the users and stakeholders to determine the Client's functional and technical requirements;
3. Function-by-function, room-by-room, or branch by branch activity plans;
4. Staffing plans (current/future);
5. Office standards; open vs. Closed
6. Special purpose space;
7. Support space
8. Storage requirements.

The volume of activity planned for specific facility components, such as:

1. Throughput (amount of material put through experimentation, analysis);
2. Flow patterns (proximities /circulations).

The consultant shall then develop approximate floor areas and technical requirements for the proposed facility, including:

1. Details of the space, facility, or of the workstation;
2. Special facility equipment or furniture configurations;

3. Environmental and technical criteria.
The Consultant shall also advise the Client on alternatives, such as the architectural and financial implications of various building options. Functional programs for buildings (facilities) are future oriented - alternative scenarios may be based on high-, medium-, and low-growth projections, or on fast, medium or slow roll-outs of anticipated events. The consultant shall at all times involve the Client in assessing the advantages or benefits - and the disadvantages or costs - of each alternative.

4.3 Deliverables:

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required.

The final Functional Program is an integrated report that may include (but not limited to):

1. Executive summary;
2. The Client's vision, values, objectives;
3. Site requirements, such as parking, circulation orientation.
4. Definition of the activities which will take place in each space in the building;
5. Detailed space requirements for the project, including:
Room and data Sheets (sizes, adjacencies, technical requirements, etc.); Horizontal Zoning Plans;
Vertical Stacking Diagrams; Zoning (Bubble) Diagram
6. If required/applicable, integration of Client provided security requirements, furniture requirements, communications requirements;
7. Sketch (schematic) design options;
8. Special technical requirements of each of the spaces and the building systems;
9. Financial requirements and a preliminary "Order of Magnitude" budget;
10. Scheduling and time frame for the project; May also include:
11. A gap analysis between the existing and proposed;
12. Regulatory issues such as zoning and building code requirements;
13. Other requirements from Authorities having Jurisdiction;
14. Community goals and concerns;
15. Ecological and environmental concerns expressed using a Canadian recognized sustainability design and assessment tool;
16. A recommended construction delivery strategy;
17. High level Power Point presentation(s).

5 RS 5 FINANCIAL PLANNING

The Consultant must be knowledgeable with the costing information available and/or required for early financial planning as well as to be able to develop and provide such information if requested.

Financial plans are typically presented as a "pro forma" for all-inclusive project costs; they typically include:

1. Hard project costs (construction and land costs);
2. Soft project costs (such as professional fees, realtor fees);
3. Financial costs;
4. Market revenue analysis;
5. Rates of return on investment;
6. Facility management fees;
7. Contingencies and risk allowances;
8. Escalations;
9. Applicable taxes and other fees.

Financial plans are to provide all-inclusive broken down project costs with cash flows based on the recommended planned schedule.

6 RS 6 DELIVERY STRATEGY AND SCHEDULE

6.1 Intent

The intent of this service is to recommend and detail a delivery strategy in a design-bid-build environment to meet the project objectives.

6.2 Scope and Activities

The consultant shall provide a detailed delivery strategy and schedule including (but not limited to):

1. A detailed implementation strategy that documents, in a report, all activities, milestones and deliverables required for the effective delivery of the project including time frames for submissions, reviews and approvals.
2. A project schedule that identifies, in a graphic format such as Critical Path Method (CPM) or Program Evaluation Review Technique (PERT), all activities, milestones including critical deadlines, long lead delivery items and drop dead dates, required for the effective delivery of the project deliverables, including time frames for submissions, reviews and approvals.

The project Implementation Strategy and Schedule described above shall include, but not be limited to the following:

1. Space acquisition strategy, building master plan;
2. Decommissioning and environmental clean-up strategy (information provided by the NCC);
3. Move sequencing;
4. Swing space requirements;
5. Procurement of facility equipment and furniture strategy; and
6. Construction strategy.

Advise the NCCR of any changes to the scope that may affect schedule or are inconsistent with instructions or written approvals previously given. The consultant shall detail the extent and reasons for the changes and obtain written approval before proceeding.

Submit the Implementation Strategy and Schedule for review. Revise as required. Resubmit for final approval. The original approved schedule will become the "Baseline" schedule to monitor project progress. Throughout the project, monitor critical path and deadlines for submissions, revisions and approvals. Submit weekly Progress Reports identifying completed deliverables, slippage and upcoming activities.

6.3 Deliverables

1. Implementation strategy
2. Time Plan (Schedule)

7 RS 7 DETAILED INVESTIGATION REPORT

7.1 Intent

The intent of this service is to provide detailed in-depth technical investigations into aspects of findings and recommendations identified either in Building Condition Reports (BCR) or as per the ToR requirements.

Typically such investigations require openings, testing, swing-stages, scaffolding, special equipment/tools and the use of recording methods such as photography, video, infrared photography, etc. ... material sampling and the use of testing laboratories.

7.2 Scope and Activities

The scope of services may include; but are not limited to:

1. Detailed building envelope investigation and testing;
2. Detailed air-flow analysis and testing;
3. Detailed energy, water and air quality analysis and investigation;

4. Detailed analysis of any other building components that have symptoms impacting either the use, the performance and/or the management of the facility.

7.3 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required.

The final report may include (but not limited to):

1. Executive summary;
2. Existing conditions;
3. Photographs, sketches, illustrations;
4. Test results;
5. Building science diagnostic;
6. Options analysis, recommendations, costs, risks, prioritization of issues and corrective measures.

8 RS 8 SUSTAINABLE DEVELOPMENT STRATEGIES REPORT

8.1 Intent

Although sustainable development strategies are intrinsic to all projects, the intent of this service is to formalize the sustainability strategies in order to obtain either certification or to demonstrate certification equivalency. In this context, the purpose is to research and investigate a wide range of integrated strategies to achieve sustainability including as per the selected rating system, but not limited to:

1. Recycling and reuse of materials, systems, equipment;
2. Procurement of “green” materials, life cycle environmental impact assessment;
3. Energy reduction and management;
4. Water management
5. Waste reduction and management;
6. Life-cycle costing, cost benefit analysis.

8.2 Scope and Activities

The consultant shall research and investigate sustainable development strategies in the context of the project requirements and as further described in GPO 1.3 and its reference documents, and make recommendations:

1. Complete a report outlining the sustainability targets for the project using a Canadian recognized sustainability design assist and assessment tool(s);
2. Prepare a detailed inventory of existing non-contaminated materials, systems, equipment identified for reuse, repurposing or recycling. Include target markets for recycled material and make recommendations.
3. Investigate and identify potential “green” building materials and products for the project include sourcing.
4. Make recommendations for an Energy Reduction and Management plan.
5. Investigate and analyze potential to increasing energy efficiency.
6. Based on the recommendations included in 1 to 4, perform a cost / benefit and life- cycle costing analysis for the Sustainability Strategy for the project;

8.3 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required. The final report must present a comprehensive summary of the analysis and recommendations:

1. Executive summary;
2. Report on options analysis and recommendations with pros and cons, impacts on scope, construction costs, schedule and risks.
3. In addition, the ToR may request high level Power Point presentation(s).

9 RS 9 FACILITY EQUIPMENT EVALUATION & RECOMMENDATIONS REPORT

9.1 Intent

The purpose of this stage is to identify and evaluate existing facility equipment and furniture and to make recommendations for their reuse, recycling, refurbishment and/or replacement.

9.2 Scope and Activities

1. Prepare a detailed inventory of existing furniture and equipment found in workstations/work settings, support space and special purpose facility space. Include drawings identifying existing location, layout, and user's name or employee number, if applicable. Verify with Client.
2. Based on parameters developed in conjunction with the NCCR and the Client Department, prepare a furniture and equipment evaluation report that assesses the condition of existing furniture and equipment. Assess the current inventory against the Client department's functional requirements. Include an examination of the following: Reusing/refurbishing existing furniture and equipment; and/or procuring new furniture and equipment; and current technologies and innovative solutions for the total office facility environment.
3. Prepare a detailed cost analysis (Class B) that compares the reuse/refurbishment of existing furniture and equipment, with the purchase of new furniture and equipment. Consideration should be given to cost effectiveness and time frames required for refurbishment of existing furniture and equipment and/or the procurement of new furniture and equipment.

9.3 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required.

The final report may include (but not limited to):

1. Executive summary;
2. Inventory, evaluation report, cost analysis.

10 RS 10 TECHNICAL SUPPORT TO TELECOMMUNICATIONS REQUIREMENTS

10.1 Intent

Telecommunications requirements are identified and delivered by Shared Services Canada. The scope of this service involves the identification/programming and design for delivery of the horizontal and vertical pathway infrastructure as well as required rooms and mechanical/electrical services to support the telecommunications requirements identified and delivered by Shared Services Canada.

10.2 Scope and Activities

1. Prepare a report that documents pathways, rooms and mechanical/electrical required services to support systems identified and to be delivered by Shared Services Canada.

10.3 Deliverables

1. Submit report for review.
2. Revise as required.
3. Resubmit for final approval.

11 RS 11 TECHNICAL SUPPORT TO SECURITY REQUIREMENTS

11.1 Intent

Security requirements are identified and delivered by the Client. The scope of this service involves the identification/programming and design for delivery of the horizontal and vertical pathway infrastructure as well as required rooms and mechanical/electrical services to support the security requirements identified and delivered by the Client.

11.2 Scope and Activities

1. Prepare a report that documents pathways, rooms and mechanical/electrical required services to support the security systems identified and to be delivered by the Client.

11.3 Deliverables

1. Submit report for review.
2. Revise as required.
3. Resubmit for final approval.

12 RS 12 DECOMMISSIONING REPORT

12.1 Intent

The purpose of this stage is to research and investigate the decommissioning requirements of the Client's specialized equipment and systems.

12.2 Scope and Activities

1. Prepare a report that documents the effect of the Client's functional requirements and proposed planning alternatives on their current and future requirements. Identify decommissioning requirements and make appropriate recommendations.
2. Prepare a Decommissioning Plan including all stand-alone facility equipment and systems that is to be reused or recycled whenever possible according to the NCC and Treasury Board Standard.

12.3 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required.

The final report may include (but not limited to):

1. Executive summary;
2. Inventory, evaluation report, cost analysis.

13 RS 13 ORDER OF MAGNITUDE "CLASS D" (INDICATIVE) COST REPORT

13.1 Intent

The purpose of this service is to provide an indication of the total cost of the project, based on the user's functional and technical requirements to the degree known at the time. It is based on historical cost data for similar work, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size and time. All related factors affecting cost are considered to the extent possible. Such an estimate is strictly an indication (order of magnitude) of the project total cost and completion date. This indicative estimate is required for Preliminary Project Approval.

13.2 General Scope and Activities

Specific tasks may include, but are not limited to:

1. Prepare (life-cycle) cost plans from project briefs, preliminary concepts or other preliminary information;
2. Prepare order of magnitude "class D" cost estimates that include:
 - a. Design and construction costs, contingencies and risks;
 - b. Investigation and analysis of costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
 - c. Investigate and report on life-cycle costs; or
 - d. Document all unit pricing, analysis, and valuation.
3. Prepare option analysis and "what if" scenarios;
4. Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
5. Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;

6. Advise on alternative procurement and construction strategies to create efficiencies wherever possible; and/or
7. Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.

13.3 Deliverables

Cost Planning

1. Cost plans;
2. Cost analyses and “what if” scenarios;
3. Cash flows as per the project schedule.

Cost Estimating

1. Fully detailed cost estimate. Order of magnitude “class D” accuracy;
2. Documentation of the methodology of the estimate and any assumptions made;
3. Documentation of all pricing and valuation calculations;
4. Report on life-cycle costs.

14 RS 14 ANALYSIS OF PROJECT REQUIREMENTS

14.1 Intent

The intent of this service is to integrate and finalize all project requirements, scope, costs, schedule and risks in a Project Brief, for confirmation/approval, as the road map for the delivery of a cohesive quality end product.

All project requirements from previous studies/reports are to be reviewed, summarized and integrated, issues and conflicts are to be identified and resolved, gaps are to be identified and bridged. The approved deliverable, the Project Brief, becomes the Project Scope of Services and will be utilized throughout the project to guide the delivery.

14.2 Scope and Activities

1. Visit the building/site and verify the availability and capacity of services needed for the project;
2. Analyze the project requirements/program;
3. Review all available existing studies/reports related to the project. Identify missing and/or out-of- date information and provide a gap analysis report.
4. Review the proposed project schedule for verification that all milestone dates are achievable
5. Review the cost plan/budget for verification that the costs are realistic and achievable
6. Identify and verify all authorities having jurisdiction over the project
7. Identify the codes, regulations and NCC’s strategic and technical standards that apply.
8. Establish a framework for this project to minimize environmental impacts consistent with the project objectives and economic constraints.

14.3 Deliverables

Depending on the size/scope of work, the consultant shall submit drafts at the 33%, 66%, 99% and final as required. The final report, the Project Brief, must present a comprehensive and detailed summary of all project parameters. The final report may include (but not limited to):

1. Comprehensive summary of all project requirements demonstrating understanding of the scope of work including:
2. Report on existing base building system elements including their condition, deficiencies and life expectancy.
3. Confirmed or adjusted project cost, schedule and risks;
4. Identification and resolution of all issues, conflicts or other perceived information/clarifying assumptions for the acknowledgment of the NCCR.

15 RS 15 SCHEMATIC DESIGN

15.1 Intent

To translate the approved project requirements detailed in the Project Brief into space perimeters in a cost effective and sustainable manner. Design concept options are to be explored and analyzed with respect to priorities and program objectives previously identified. Out of this process, one option that could be a combination of the best features of the studied options will be recommended to proceed to Design Development.

15.2 Scope and Activities

1. Obtain written approval from NCCR for development of schematic design options based on the analysis of the Project Brief;
2. Provide a minimum of [3] three distinctly different design options exploring all possible technical and environmental strategies which are viable and have potential for development;
3. Analyze each solution with regard to the project goals including cost and schedule;
4. Prepare a preliminary regulatory analysis including building code requirements, universal accessibility, and other applicable standards and guidelines.
5. Write a preliminary project-description report outlining the various components and system options;
6. Produce an environmental assessment if required under Canadian Environmental Assessment Act 2012 (CEAA 2012) or incorporate the requirements as set out in the Evaluation of Environmental Effects (EEE) letter or report produced by the NCC;
7. Minimize the use of hazardous/toxic materials and products made for endangered or rare species (i.e. tropical hardwoods);
8. Recommend one option for further development with all supporting background and technical justifications;
9. If required, register the project with a Canadian recognized sustainability assessment system and produce a report that documents the current status of the sustainability of the project using a Canadian recognized sustainability design assist and assessment tool;
10. Produce a class 'C' cost estimate for the various options;
11. Produce an implementation schedule, including construction strategies.

15.3 Details

15.3.1 Sustainable Design

The Design Team must develop sustainable design strategies that support the functional program and Project objectives. The Consultant must submit in the SD report sustainability approaches for the preferred design option including:

1. Sustainability strategies illustrating and describing how certification will be achieved, including the following activities;
 - a) Massing and Site analysis including building compactness, orientation, and shading;
 - b) Location of the thermal envelope and approach to optimize thermal bridges.
 - c) Use related adopted data such as indoor temperature, relative humidity, usage occupancy rate and internal heat sources.
 - d) Include Building services concept, ventilation in summer/winter, heating/cooling, hot water generation, minimization of the energy demand, pre-selection of bldg. services components and identification of innovative approaches for temperature control and dehumidification.
 - e) With the CM and NCCR, develop approach for selection and procurement of speciality high performance elements such as windows, doors, and HRV/ERV units.
 - f) Preliminary Energy balance and calculation with the PHPP
2. Zero Carbon Building Standard approach and narrative of design requirements including;
 - a) Strategies for selection of low embodied carbon building materials;
 - b) Strategies for generation of on site renewable energy;
 - c) Strategies for future connection to ground source district heating and cooling system;
 - d) Identification of scope and effort necessary to achieve ZCB Design certification over and above certification requirements to meet Passive House Plus.
3. Dynamic energy modeling should be used to validate compliance with sustainable design standards and test sub-options.
4. Strategies for site and landscape design for water conservation;

5. Opportunities, strategies and, in consultation with the CM, preliminary sustainability budgets. With the CM, demonstrate the life cycle Costing that indicates the benefits to NCC of the proposed sustainable designs;
6. Analysis of options for provision of onsite renewable energy generation, including illustration of visual components;
7. A draft sustainability comparative analysis of each sustainable design approach, outlining the benefits and complexities of one approach over another and associated Cost implications.

15.3.2 Landscape

1. Landscape architectural approach;
2. Complete graphic landscape plan, graphics and narrative description including but not limited to:
 - a) Heritage landscape approach and planting concept;
 - b) Sustainable design strategies and features;
 - c) Grading Drawings, sections and elevations and explanatory sketches;
 - d) Integration of landscape features and infrastructure existing and new architectural and security lighting, security features, landscape furniture, Site amenities, vegetation, grading, soil and soil structure condition, drainage, storm water management and irrigation, and mechanical, electrical and fire protection infrastructure);
 - e) Description of the inter-relationships between the landscape, existing site context, new buildings, circulation, and built infrastructure and materials;
 - f) North Parking lot design; and
 - g) Circulation and universal design for accessibility Drawing detailing strategies and exceptions, including pedestrian pathways and vehicular routes.

15.3.3 Civil/Municipal

1. Confirm information or previous assumptions to support design;
2. Complete hydraulic analysis of proposed alterations to the municipal and Site water distribution systems and confirm the anticipated maximum available fire flow to the facility;
3. Calculate and compare Site flows to building Site fire flows;
4. Obtain approval from the municipality fire service (department) for proposed isolation, removal or reconfiguration of the water mains, all temporary and permanent fire hydrants;
5. Obtain approval from the municipality for proposed isolation, removal or reconfiguration of all storm water systems and all sanitary sewer systems; and
6. In full coordination with the Design Team, propose design options for all below and above grade infrastructure and services, including sizing, materials and capacities.

15.3.4 Architectural Documents

The Consultant must coordinate all Project objectives and scope of the Project Team, stakeholders and Authorities having jurisdiction, complete an integrated options analysis of the two options presented at 50% SD and submit the following architectural requirements within the final SD report.

The Consultant must include for the preferred option:

1. Narrative of architectural vision;
2. Updated heritage conservation approach;
3. Complete graphic and narrative description including but not limited to:
 - a) Site Plan including landscape and existing site context;
 - b) Colour-coded architectural floor plans,
 - c) Drawings indicating the requirements of the functional program, including office furniture layouts;
 - d) Provide an area matrix including area calculations and indication of degree of compliance with the functional program;
 - e) Strategy for passive house compliant windows and doors and HRV systems considering performance options, procurement timelines and local availability;
 - f) Interior and exterior 3D renderings, including but not limited to the following views;
 - g) All visuals to include on-site energy generating technologies (photo voltaic panels) and any exterior mechanical and electrical equipment;
 - h) Exterior and interior material selections;
 - i) Services including plumbing, HVAC, fire detection and suppression, electrical, telecommunications, building automation;

- j) Building sections indicating the composition of walls, floors, roofs, foundations, windows and doors supporting Passive House design requirements;
- k) Exterior elevations including existing heritage context;
- l) Physical security components;
- m) Universal design for accessibility analysis, strategies and exceptions;
- n) Furniture and equipment plan(s) depicting flexible and adaptable configurations;
- o) Coordination and integration of FF&E with IT, multi-media and security system design requirements, structural, mechanical design requirements, and with all the other elements of the design.
- p) Acoustic strategies and requirements; and
- q) Sustainability measures, design opportunities, strategies and options.

15.3.5 Structural Documents

1. Proposed and alternative structural systems including foundation methods, explanatory sketches, etc. and a copy of the site report on which the design is based;
2. Initial seismic analysis.

15.3.6 Mechanical Documents

1. The schematic design submission shall include a description of specific mechanical requirements and function for each area (room) in the project. Identify any unique or specialized equipment required by the subject facility. Incorporate in the submission a schedule of requirements listing all rooms and identify the mechanical building services to be provided.
2. Explain in the concept submission the manner in which the proposed mechanical systems correlate with user requirements.
3. Identify the volume of outdoor air to be supplied per person.
4. Identify the delivery rate of supply air to occupied spaces.
5. Identify whether full time operating staff will be needed for operating any of the mechanical equipment. Differentiate between staff that is needed by code requirements versus that staff which is needed because of the nature and size of the facility.
6. Identify location of entry point into the building of all mechanical services into the building.
7. Identify in square meters the area to be provided for mechanical rooms, and then identify what percentage of total building area this represents. Identify location of mechanical spaces in the building.
8. Analysis of alternative mechanical schemes at the schematic design stage shall reveal energy consumption of building systems, operating and maintenance costs on a month by month basis for a time span of one year. Accordingly the estimated energy, operating and maintenance costs shall be used in life cycle cost analyses in order to determine the most beneficial mechanical systems alternative. Life cycle cost analyses shall be based on a projected building life of 25 years.
9. Carry out energy analysis on system alternatives.
10. Establish an energy budget for the building and compare it to energy consumption of other similar buildings. Total energy consumed in the building shall be expressed in kWh/m².
11. Submit a complete energy analysis using a Canadian recognized energy analysis tool.
12. Identify the type of boilers to be used (i.e. cast iron sectional, fire tube, etc.) and provide an economic and technical explanation of the reason for the type of boiler to be used.
13. List of non-Canadian products and materials proposed for the project with written justification

15.3.7 Electrical Documents

1. Proposed basic electrical systems of significance to the early design.
2. Site plan showing location of service entrances.
3. Distribution diagram showing single line diagrams to distribution centers.
4. Floor plans complete with locations of major electrical equipment and distribution centers.
5. Lighting layouts.
6. Power outlets.
7. Ceiling distribution systems for lighting, power and telecommunications.
8. List of standard PWGSC details to be utilized.
9. Telephone rooms, conduits and telecommunication cable systems requirements and layout.

10. Provide an electrical design synopsis, describing the electrical work in sufficient detail for assessment and approval by the Department. Include feasibility and economic studies of proposed systems complete with cost figures and loads.
11. List of non-Canadian products and materials proposed for the project with written justification.

15.3.8 Commissioning

With the NCCR/Facility Manager/Client, define Commissioning requirements into a Commissioning Plan to be augmented and updated throughout the life of the project.

15.3.9 Sustainable Development:

1. Design and evaluate Schematic Design Options exploring positive environment strategies.
2. Produce a report that documents the current status of the sustainability of the project using a Canadian recognized sustainability design assist and assessment tool.
3. Produce an environmental assessment, if required under and Canadian Environmental Assessment Act 2012 (CEAA 2012) Screening Report; or incorporate the requirements as set out in the Evaluation of Environmental Effects (EEE) letter or report produced by NCC.

15.3.10 Specifications

Preliminary outline specification in Uniformat indicating main building components and options for use of "Green" components and systems.

15.3.11 Cost Plan

1. Prepare preliminary cost plan from the schematic design;
2. Prepare preliminary cost analysis;
3. Prepare options analysis and "what if" scenarios;
4. Provide advice and recommendations on project planning in order to achieve the most cost effective project sequence;
5. Identify and quantify potential risks and make contingency recommendations in order to minimize negative cost impacts;
6. Advise on alternative procurement strategies to create efficiencies wherever possible;
7. Identify, forecast and analyze project-related issues including possible market shortages and potential price fluctuations.

15.3.12 Cost Estimate

1. Prepare "class C" cost estimates;
2. Quantify design and construction costs, contingencies and risks;
3. Prepare and investigate costing alternatives to assist in the identification of the most cost-effective design and/or construction approach;
4. Investigate and report on life-cycle costs; and / or
5. Document all unit pricing, analysis, and valuation.

15.3.13 Time Plan (Schedule)

1. Prepare project master schedule;
2. Identify potential risks to schedule;
3. Advise on alternative delivery strategies to create efficiencies wherever possible.

15.4 Approvals

The Consultant must:

1. Prepare and deliver 50% and 100% SD presentations to the NCC and Authorities having jurisdiction to obtain SD stage approval;
2. Working with the NCCR, prepare and deliver presentations to the NCC Advisory Committee.
3. Working with the NCCR, prepare and deliver presentations to the FHBRO FHBC.
4. Prepare documentation as requested by the NCCR to support project submission for FLUDA review. Coordination of submission and requirements will be by the NCCR.
5. Integrate recommendations and feedback from submissions and presentations into subsequent design submissions.

15.5 Schematic Design Deliverables:

6. Schematic design report;
7. Schematic design drawings;
8. Description of the options with recommendation of preferred solution;
9. Waste management report;
10. Project specification amendment;
11. Environmental report;
12. Indoor air quality report;
13. Commissioning Plan;
14. Environmental Assessment Report and recommendations of decisions for the CEAA;
15. Cost Plan, including cost analysis, “what if” scenarios, potential risks, alternative procurement and construction strategies;
16. Class ‘C’ Cost Estimate, including methodology of the estimate, assumptions made, costing alternatives and life cycle costs;
17. Report on deviation from schedule and recommend corrective measures or updated time line.
18. Based on the prioritized construction planning and scheduling by the CM, proceed with DD stage activities and the preparation of identified DPs before acceptance of the 100% SD submission, as approved by the NCCR;

16 RS 16 DESIGN DEVELOPMENT

16.1 Intent

To further develop the recommended option from Schematic Design RS 15. The Design Development documents consist of drawings and other documents to describe the size and character of the entire project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

16.2 Scope and Activities

1. Obtain written authorization from NCCR for developing one of the proposed Schematic Design options;
2. If any alterations are demanded, document all required changes, analyze the impact on all project components, and resubmit for authorization to proceed if required;
3. Expand and clarify the Schematic Design intent for each design discipline;
4. Present the design materials to the Client, design review or other committees as indicated by the NCCR;
5. Prepare a regulatory analysis within the DD report including building code requirements, universal accessibility, and other applicable standards and guidelines
6. Present the design to "authorities having jurisdiction" where required;
7. Ensure coordination of all disciplines' design development;
8. Analyze the constructability of the project and advise on the construction strategy and duration;
9. Based on all material available at the time, prepare a milestone schedule with special attention to the impact on tenants;
10. Continue to review all applicable statutes, regulations, codes and by-laws in relation to the design of the project;
11. Provide a list of all National Master Specification (NMS) sections to be used, complete with a full draft specification, catalogue cuts and sustainable development/green choices.

16.3 Details

16.3.1 Sustainable Design

The Consultant must refine, Model, and submit in the DD report sustainable design solutions which comply with sustainable design certification requirements including:

1. Analysis and compilation of energy consumption reflective of advanced designs, per discipline including water and smart lighting; and
2. Validation of design to meet Zero Carbon Building Standard.
3. Refine, Model, develop Model-based special sketches, Drawings, and Specifications, and submit in the DD report building envelope design solutions which support project and sustainable design objectives.

16.3.2 Landscape Architecture

The Consultant must refine, Model, develop special sketches, Drawings, and Specifications, and submit in the DD report environmental design solutions which include:

1. Planting Drawings and listings;
2. Tree and landscape protection and monitoring;
3. Detailed design and dimensioning for all landscape features and infrastructure, including signage (coordinated with interior signage and way finding strategy and design) and way finding, exterior lighting, security elements, landscape furniture, Site amenities, vegetation, grading, cut and fill, soil and soil structure, drainage, storm water and irrigation;
4. Temporary construction requirements;
5. Details of the inter-relationships between the landscape and the buildings and build infrastructure and materials;
6. Details of proposed new furniture design and materials;
7. Customized Model renderings and sample boards to support approval processes;
8. Construction phasing and sequencing dependencies;
9. Site and building lighting indicating proposed lighting fixtures and materials;
10. Signage indicating way finding strategy including regulatory, directional, information signs;
11. Circulation and universal design for accessibility for pedestrians and vehicles;

12. Updated versions of presentation graphics submitted at the SD phase;
13. Circulation for vehicles, include parking areas, delivery and loading areas, gathering places, events staging areas etc.; and
14. Sustainability strategies.

16.3.3 Civil/Municipal

The Consultant must refine, Model, develop Model-based special sketches, Drawings, and Specifications, and submit in the DD report civil/municipal design updates based on the selected SD option, including:

1. Site and building service connections with references to building outlines, Site parking, access roads and sidewalks, including existing and proposed grades and existing and proposed drainage;
2. All manholes with invert elevations, valves, hydrant locations, duct banks, proposed pipe sizes and slopes and pipe invert elevations at the building foundations;
3. All pipe capacities and estimated storm and sanitary flows. Where the proposed system connects to existing sewers describe the impact of the connection on the existing system. Create a summary sheet; and
4. All trench and duct bank details including profiles and elevations of below grade services.

16.3.4 Architectural Documents

1. Floor plans of each floor showing all accommodation required with room names and calculated areas, including all necessary circulation areas, stairs, elevators, etc., and ancillary spaces anticipated for service use. Indicate building grids, modules, etc., and key dimensions;
2. Furniture and equipment plans;
3. Cross sections through the building(s) to show floor levels, room heights, inner corridor or court elevations, etc.;
4. Detail sections of walls, building envelope design features or other special design features requiring illustration and explanation at this stage, including fireproofing methods.
5. Demolition plans, partition plans, reflected ceiling plans, finish schedules, door/window schedules etc.

16.3.5 FF&E

The Consultant must, with input from the Project Team, advance the design requirements for FF&E components and submit in the DD report, including:

1. A final FF&E component report is to include but not be limited to:
 - i. Refinement of the FF&E types to accommodate a flexible and adaptable fit-up (reconfiguration) within the overall design and functional program;
 - ii. In-depth FF&E requirements analysis against the functional program;
 - iii. A narrative of the integration of the FF&E component strategy and how it will complement Project principles and objectives;
 - iv. A narrative and graphic representation of all furniture finishes, including samples and specifications for all furniture, fittings, window coverings and accessories requirements;
2. Furniture, and equipment plans to locate and identify furniture, and equipment layout;
3. Window treatment design and detailing if required;
4. The design of custom furniture, if required;
5. Commercially available furniture. Indicate finishes and provide presentation board(s) and catalogue cut sheets for all;

16.3.6 Acoustic Design

The Consultant must, in collaboration with the Design Team, refine, develop Drawings and Specifications, and submit in the DD report acoustic design solutions which:

1. Design to meet acoustic design requirements identified in earlier design stages;
2. Validate all disciplines understand the acoustic requirements as they apply to them; and
3. Validate that the design of all disciplines has incorporated the acoustic requirements into their designs before the 100% DD submission.

16.3.7 Structural Documents

1. Drawings indicating the proposed structural framing system, structural materials, and other significant or unusual details proposed. Drawings may be separated or incorporated on the Architectural sheets. Include a copy of the site report on which the design is based;
2. Update seismic report.

16.3.8 Mechanical Documents

1. Site Plan showing service entrances for water supply, sanitary and storm drains and connections to public utility services, including all key invert elevations;
2. Drawings showing preliminary sizing of ventilation, cooling and heating systems showing locations, and all major equipment layouts in mechanical rooms;
3. Drawings of plumbing system, showing routing and sizing of major lines and location of pumping and other equipment where required;
4. Drawings of the fire protection systems showing major components;
5. Produce preliminary designs based on the approved schematic design. Update the energy analysis and energy budget established at the schematic design stage;
6. Update the schedule of requirements;
7. Provide information of all internal and external energy loads in sufficient detail to determine the compatibility of the proposal with existing services, approved concept and energy budget;
8. Analysis of selected equipment and plant with schematics and calculations sufficient to justify the economy of the selected systems;
9. Describe the mechanical systems and the components of each system. Describe the perceived operation of the mechanical systems;
10. Explain what operating staff will be needed to operate the building systems and the expected functions of the operation staff;
11. Describe the building systems control architecture. Provide preliminary EMCS network architecture, mechanical control schematics, and sequence of operation;
12. Explain what acoustical and sound control measures are to be included in the design.

16.3.9 Electrical Documents

1. Provide drawings showing advanced development of the following:
2. Single line diagram of the power circuits with their metering and protection, including:
 - a. Complete rating of equipment.
 - b. Ratios and connections of CT's and PT's.
 - c. Description of relays when used.
 - d. Maximum short circuit levels on which design is based.
 - e. Identification and size of services.
 - f. Connected load and estimated maximum demand on each load centre.
3. Electrical plans with:
 - a. Floor elevations and room identification.
 - b. Legend of all symbols used.
 - c. Circuit numbers at outlets and control switching identified.
 - d. All conduit and wire sizes except for minimum sizes which should be given in the specification.
 - e. A panel schedule with loadings for each panel.
 - f. Telephone conduits system layout for ceiling/floor distribution.
4. Riser diagrams for lighting, power, telephone and telecommunication cable systems, fire alarm and other systems.
5. Elementary control diagrams for each system.
6. Schedule for motor and controls.
7. Complete lighting layout and fixture schedule clearly indicating methods of circuiting, switching and fixture mounting.
8. Electric heating layout and schedule.
9. Provide the following data:
 - a. Total connected load.
 - b. Maximum demand and diversity factors.
 - c. Sizing of standby load.
 - d. Short-circuit requirements and calculations showing the ratings of equipment used.

16.3.10 Commissioning

1. Expand the Commissioning Plan as to include the description of all major commissioning activities for mechanical, electrical and integrated systems testing.
2. Define and establish project specific archives.

16.3.11 Sustainable Development

1. Develop Design and evaluate options exploring positive environment strategies;
2. Produce a report that documents the current status of the sustainability of the project using a Canadian recognized sustainability design assist and assessment tool.
3. Produce an environmental assessment, if required under and Canadian Environmental
4. Assessment Act 2012 (CEAA 2012) Screening Report; or incorporate the requirements as set out in the Evaluation of Environmental Effects (EEE) letter or report produced by the NCC.

16.3.12 Specifications

1. Provide a list and draft specification sections of all NMS sections to be used;
2. Submit outline specifications for all systems and principle components and equipment;
3. Provide in the outline specifications manufacturers literature about principal equipment and system components proposed for use in this project;
4. Highlight proposed "Green" materials, components and systems.

16.3.13 Cost Plan

1. Update cost plan;
2. Highlight changes from preliminary cost plan;
3. Include cash flow analysis.

16.3.14 Cost Estimate

1. Provide class "B" (substantive) cost estimate;
2. Highlight changes from class "C" (indicative) cost estimate.

16.3.15 Schedule

1. Update time plan (Schedule);
2. Highlight changes to the time plan.

16.4 Approvals

1. Prepare and deliver 50% and 100% DD presentations to the NCC and Authorities having jurisdiction to obtain DD stage approval;
2. Working with the NCCR, prepare and deliver presentations to the NCC Advisory Committees, if required.
3. Working with the NCCR, prepare and deliver presentations to the FHBRO, if required.
4. With NCCR support, submit project information for NCC FLUDA review and obtain NCC FLUDA approval; and
5. Integrate recommendations and feedback from submissions and presentations into subsequent design submissions.

16.5 Deliverables

1. Floor plans including all disciplines showing all floor elements and services to detail necessary to make all design decisions and to substantially estimate the cost of the project;
2. Building sections;
3. Demolition Plans;
4. Architectural, structural, engineering, millwork and finishing details to determine choice of materials and finishes;
5. Reflected ceiling plans;
6. Elevations;
7. Site and building models as required;
8. Finishes and color schemes – with sample presentation boards;

9. Outline specifications for all systems and principle components or equipment;
10. Commissioning Plan;
11. Updated cost plan and cash flow;
12. Class 'B' cost estimate;
13. Preliminary construction schedule including long lead delivery items;
14. Fire Protection Engineers Report including requirements, strategies or interventions for protection of the building and it's occupants;
15. Project dossier detailing the basic assumptions of the project and the justifications for all major decisions;
16. Commissioning Plan;
17. Updated sustainable development strategy report.

17 RS 17 CONSTRUCTION DOCUMENTS

17.1 Intent

1. To prepare coordinated A&E drawings and specifications setting forth in detail the requirements for the construction and final cost estimate of the project.
2. 33% indicates technical completeness of all working documents;
3. 66% indicates substantial technical development of the project - well advanced architectural and engineering plans, details, schedules and specifications;
4. 99% is the submission of complete Construction Documents ready for tender call and submission to local authorities for pre-permit purposes;
5. Final Submission incorporates all revisions required in the 99% version and is intended to provide the NCC with complete construction documents in both official languages for tender call.

17.2 Scope and Activities

Activities are similar at all three stages; completeness of the project development should reflect the stage of a submission.

1. Submit drawings and specifications at the required stages. (33%, 66%, 99%) and obtain NCCR's authorization to proceed at each submission;
2. Confirm format of drawings and specifications;
3. Clarify special procedures (i.e. phased construction);
4. Provide written response to all review comments and incorporate them into Construction Documents where required;
5. Advise as to the progress of cost estimates and submit updated cost estimates as the project develops;
6. Update the project time plan (schedule);
7. Prepare a final Class 'A' (substantive) estimate. Review and approve materials and construction processes specifications to meet sustainable development objectives.

17.3 Details

17.3.1 Technical and Production Meetings

1. Production of construction documents at the 33%, 66%, and 99% submissions will be reviewed during the meetings arranged by the NCCR and Consultant;
2. Consultant shall ensure that his staff and the sub-consultant representatives attend the technical and production meetings as required;
3. Consultant shall ensure all documents are coordinated with all sub-consultants and disciplines;
4. Consultant shall arrange for all necessary data, progress prints, etc.;
5. Consultant shall prepare minutes of the meetings and distribute copies to all participants.

17.3.2 Progress Review

1. As work progresses on construction drawings, submit drawings, schedules, details, pertinent design data and updated cost plan and project schedule as required.
2. Calculations submitted shall not necessarily be reviewed. They are required for record purposes and in certain instances to assist in the understanding and interpretation of designs. Calculations shall be submitted in a format that is legible, neat and easily understandable.
3. Specifications and an index of specifications. The specifications shall consist of edited and/or amended NMS sections, NCC in-house specification sections and integrate all specific project delivery constraints.

17.4 Deliverables

1. Deliverables are similar at all three stages;
2. Completeness of the project development should reflect the stage of a submission.

17.5 99% Submission:

1. Complete specification and working drawings.
2. 99% Commissioning plan and Systems Operations manual;

3. One copy of the complete color schedules, including textures, sheens, super-graphics, color chips and material samples.
4. One copy of site information, soil investigating report, and borehole logs, etc.
5. One copy of support data, studies, calculations, etc., required by NCC COE Engineering disciplines for final checking and record.
6. One copy of updated Cost Plan and Project Schedule.
7. One copy of the completed sustainability assessment of the project using a Canadian recognized sustainability design assist and assessment tool.

17.5.1 Final Submission:

1. This submission incorporates all revisions required by the review of the 99% submission.
2. Provide the following:
 - a. Complete set of originals of the working drawings.
 - b. Complete sets of original specifications.
 - c. Class 'A' estimate.
 - d. Complete Commissioning Plan.
 - e. Complete Systems Operations manual.
 - f. Complete set of original color Schedule.
 - g. One set of Designated Substances Report (DSR) provided by the NCC.
3. As a safeguard against loss or damage to the originals, retain a complete set of drawings in reproducible form and one copy of specification.
4. Inspection Authorities Submission (i.e. Municipal Building Departments) Submit and obtain approval on plans and specifications required by "Authorities having jurisdiction" before tender call (i.e. Consultant is to apply and obtain Building Permit(s)).
5. One copy of the completed sustainability assessment of the project using a Canadian recognized sustainability design assist and assessment tool.

18 RS18 DESIGN PACKAGE SERVICES

18.1 Intent

The Services required of the Consultant in this section apply to each DP. All deliverables are to be reviewed and approved by the NCCR at a minimum of 50%, 90% and 100% unless otherwise indicated.

The CM will take the lead role to define the scope and sequencing of each DP to optimize the schedule, in consultation with the Consultant and NCCR.

The DPs are to include comprehensive, coherent, and fully coordinated sets of Drawings and Specifications (tender documents) compliant with Project requirements in sufficient detail to allow competitive tendering by the CM and guide and direct the sub-contractors to successfully implement each phase and sub-phase of the Project. The DPs as modified following tenders will be issued as Construction Documents.

The CM may take the DPs and split them into tender packages to secure the sub-contractors necessary to undertake each phase and sub-phase of the Project. The CM will review the tender packages submitted by the Design Team to validate completeness and provide comments and suggestions for revisions.

18.2 Design Services

The Consultant must coordinate between all DPs and:

1. Define commissioning procedures, construction monitoring requirements, performance expectations, consultant led and contractor led training sessions, requirements for operating and technical maintenance manuals, post-construction monitoring, and record Drawings/Model;
2. Submit DPs, conduct design workshops and respond to DP comments;
3. Coordinate and integrate all DP submission review comments;
4. DP Documents for mock-ups;
5. Provide all technical support required for the CM when the CM splits the DPs into the tender packages such as content, Cost estimates, unit prices, etc.
6. Develop fully coordinating drawings and specification documents describing design related to site, civil, landscape, architectural, structural, mechanical, electrical, energy performance, and sustainable design disciplines to support DP tendering and implementation.

18.3 Design Package Submission Requirements

18.3.1 50% Complete Design Package Documentation

The Consultant must provide the following for each DP:

1. An updated coordinated design documented in drawings and specifications;
2. Preliminary performance requirements per Specification sub-section with, as applicable, independent testing and verification requirements;
3. Preliminary listing of goods and materiel requirements;
4. Preliminary unit rate tables for goods and materiel;
5. Draft Division 01 Specifications;
6. Preliminary code summary including an equivalent matrix comparing the NBC with other applicable codes to support building permit application process. Where codes differ, include a comparison table to highlight the differences/equivalencies;
7. Preliminary Drawings and Specifications for all demolition, temporary protection, bracing, supports, etc., including installation sequencing;
8. Updated Critical Path and milestone schedules for design activities.

18.3.2 90% Complete Design Package Documentation

The Consultant must prepare each 90% complete DP that will be fully coordinated and integrated and include specifications. This includes:

1. Extensively detailed Drawings and Specifications;
2. Detailed performance requirements per Specification sub-section with, as applicable, independent testing and verification requirements;
3. Extensively detailed schedules material requirements;
4. Extensively detailed unit rate tables for materials;
5. Extensively completed Division 01 Specifications;

6. Detailed code summary including an equivalent matrix for each applicable code. Where codes differ, include a comparison table to highlight the differences/equivalencies;
7. Finalize all code exemptions, including rationale, approval body, approved decisions;
8. Extensively detailed Drawings for all demolition, temporary protection, bracing, supports, etc., Monitoring, including installation sequencing;
9. Updated Critical Path and milestone schedules for design activities;

18.3.3 100% Complete Design Package Documentation

The Consultant must prepare each 100% DP that is fully coordinated and integrated and includes:

1. Updated coordinated design drawings, specifications;
2. Final signed and sealed original Drawings (view plans, elevation plans, perspectives, detailed cross-sections, device identification and information, etc.) and Specifications;
3. Final performance requirements per Specification sub-section with, as applicable, independent testing and verification requirements;
4. Final schedules and material requirements;
5. Final unit rate tables for materials;
6. Final Division 01 Specifications;
7. Data, studies, detailed calculations, etc. that are fully indexed for final review and records for all disciplines; and
8. Updated Critical Path and milestone schedules for design activities.

18.4 Approvals

The Consultant must:

1. Conduct subject matter and DP workshops to discuss and support the obtainment of approval of DP scope with the NCCR, and CM;
2. Through the CM, provide clarification to and, if required deliver presentations to, municipal officials and other Authorities having jurisdiction to support obtainment of required approvals and permits; and
3. Integrate recommendations and feedback in DP production.

19 RS 18 TENDER CALL, BID EVALUATION, CONSTRUCTION CONTRACT AWARD

19.1 Intent

To obtain and evaluate bids from qualified contractors in order to award a contract to deliver the project as per the Tender Documents.

NCC manages the tendering process including all correspondence with bidders and awards the contract.

19.2 Scope and Activities

1. Attend tenderers briefing meeting(s) (i.e. Job Showing);
2. Prepare answers to questions raised at the job showing to be issued by the Contracting Authority;
3. Provide the NCCR with all information required by tenderers to fully interpret the Construction Documents. If required, the NCC issues amendments.
4. Keep full notes of all inquiries during the bidding period and submit to the NCCR at the end of the Tender Call process, for The NCC records.
5. Assist in tender evaluation by providing advice on the following:
 - a. The completeness of tender documents in all respects.
 - b. The technical aspects of the tenders.
 - c. The impact of alternatives and qualifications which may have been included in the tender.
 - d. The tenderers ability to undertake the full scope of work.
 - e. The availability of adequate equipment to carry out the work.
6. If the NCC decides to re-tender the project, provide advice and assistance to the NCCR.
7. Revise and amend the construction documents to bring the cost of the work within the limits stipulated.
8. Maintain necessary documentation to permit the evaluation of the project using the Canadian recognized sustainability design assist and assessment tool.
9. Examine and report on any cost and schedule impact created by the issue of tender /contract addenda

19.3 Deliverables

1. Originals of drawings and specifications;
2. Electronic copies of drawings and specifications;
3. Answers to bidder questions and amendments if needed;
4. Changes to the documents, if re-tendering is necessary;
5. Updated cost estimate and/or schedule.

20 RS 20 CONSTRUCTION CONTRACT ADMINISTRATION, COMMISSIONING, POST CONSTRUCTION WARRANTY REVIEW

20.1 Intent

To deliver the project in compliance with the Contract Documents and to direct and monitor all necessary or requested changes to the scope of work during construction.

20.2 Scope and Activities

1. During the delivery of the project, act on the NCC's behalf to the extent provided in this document;
2. Carry out the review of the work at intervals appropriate to determine if the work complies with the Contract Documents;
3. Keep the NCC informed of the progress and quality of the work and report any defects or deficiencies in the work observed during the course of the site review;
4. Ensure compliance with Commissioning Plan, update plan as necessary;
5. Determine the amounts owing to the Contractor based on the progress of the work and certify payments to the contractor;
6. Act as interpreter of the requirements of the Contract Documents;
7. Provide cost advice during construction;
8. Advise the NCCR of all potential changes to scope for the duration of the implementation;
9. Complete necessary documentation to permit the evaluation of the project using the Canadian recognized sustainability design assist and assessment tool and submit necessary documentation to the sustainability accreditation body where this is part of the project requirements.
10. Review the Contractor's submittals;
11. Prepare, justify and recommend change orders;
12. Indicate any changes or material/equipment substitutions on record drawings;
13. During the twelve (12) month warranty period investigate all defects and alleged defects and issue instructions to the Contractor;
14. Instruction of operating personnel; provide Operation and Maintenance Manuals;
15. Conduct a final post construction warranty review, typically 12 months after completion.

20.3 Details

20.3.1 Construction Meetings

1. Immediately after award of the construction contract the NCCR will organize the start-up meeting. Meeting location and participants will be decided then. The Consultant prepares minutes of the meeting and distributes copies to all participants and to other persons agreed upon with the NCCR.
2. The frequency of the construction meetings will follow the approved project schedule. The Consultant prepares minutes of the meeting and distributes copies to all participants within 48 hours.

20.3.2 Project Schedule

1. Obtain Project Schedule with detailed commissioning requirements shown separately, as soon as possible after contract award and ensure proper distribution.
2. Monitor the approved construction schedule, take necessary steps to ensure that the schedule is maintained and submit a detailed report to the NCCR concerning any delays.
3. Keep accurate records of causes of delays.
4. Make every effort to assist the Contractor to avoid delays.

20.3.3 Time Extensions

1. Only the NCC may approve any request for time extensions. Time Extensions are issued by the NCC Contract Authority.

20.3.4 Cost Breakdown

1. Obtain from the Contractor a detailed cost breakdown of construction costs and submit to the NCCR before the first Progress Claim.

20.3.5 Construction Safety

1. The Contractor must comply with the provincial and municipal safety laws and regulations and with any instructions issued by their officers.
2. The building manager must be informed at all times of any impacts on the building's fire protection, safety, communication and security systems in order to maintain at all times their integrity.
3. Ensure the Contractor notifies and obtains necessary permits from the Property Manager each time the fire protection and suppression systems are bypassed and advise of estimated reinstatement time.

20.3.6 Site Visits

1. Provide non-resident construction inspection services. Ensure compliance with contract documents.
2. Establish a written understanding with contractors as to what stages or aspect of the work are to be inspected prior to being covered up.
3. Assess quality of work and identify in writing to the Contractor and to the NCCR all defects and deficiencies observed at time of such inspections.
4. Inspect materials and prefabricated assemblies and components at their source or assembly plant, as necessary for the progress of the project.
5. Any directions, clarifications or deficiency list shall be issued in writing to the NCCR.

20.3.7 Clarifications

Provide clarifications on Plans and Specifications or site conditions, as required in order to avoid delays.

20.3.8 Progress Reports

Report to the NCCR regularly on the progress of the work. Submit weekly reports.

20.3.9 Work Measurement

1. If work is based on unit prices, measure and record the quantities for verification of monthly progress claims.
2. When a Contemplated Change Notice is to be issued based on Unit Prices, keep accurate account of the work. Record dimensions and quantities.

20.3.10 Detail Drawings

Provide to the NCCR information on any additional detail drawings as and when required to properly clarify or interpret the contract documents.

20.3.11 Shop Drawings

1. On completion of project forward three copies of reviewed shop drawings to the NCCR. Ensure that shop drawings include the project number and are recorded in sequence.
2. Verify the number of copies of shop drawings required. Consider additional copies for Client's departmental review.
3. Shop drawings shall be stamped: "Checked and Certified Correct for Construction" by the Contractor and stamped: "reviewed" by the Consultant before return to the Contractor.
4. Expedite the processing of Shop Drawings.

20.3.12 Inspection and Testing

1. Construction documents provide a list of tests to be undertaken, including on site and factory testing.
2. Ensure all testing is detailed within the commissioning plan, as applicable.
3. When contract is awarded, assist NCCR in briefing testing firm on required services, distribution of reports, communication lines, etc. Review all test reports and recommend necessary action with Contractor when work fails to comply with contract.
4. Immediately notify NCCR when tests fail to meet project requirements and when corrective work will affect schedule.
5. Assist NCCR in evaluating testing firm's invoices for services performed.

20.3.13 Construction Changes

1. The Consultant does not have authority to change the scope, price or schedule of the Construction Contract. However, the Consultant will prepare Contemplated Changes Notices (CCNs) and Change Orders (COs) supporting documentation, justifications and recommendations.

2. All changes to the construction contract are approved and issued by the NCC.
3. The practice of "tradeoffs" is not allowed.

20.3.14 Contractor's Progress Claims

1. Each month the Contractor submits a progress claim for work and materials as required in the Construction Contract.
2. The claims are made by completing the following forms where applicable:
 - a. Request for Construction Payment
 - b. Cost Breakdown for Unit and/or combined Price Contract
 - c. Cost Breakdown for Fixed Price Contract
 - d. Statutory Declaration Progress Claim
 - e. Worker's Compensation Board Certificate
3. Review and recommend payment.

20.3.15 Materials on Site

1. The Contractor may claim for payment of material on site but not incorporated in the work.
2. Materials must be stored in a secure place designated by the NCCR.
3. A detailed list of materials with supplier's invoices showing the price of each item must accompany a claim; the Consultant shall check and verify this list.
4. Items shall be listed separately on the Detail Sheet after the break-down list and total.
5. As material is incorporated in the work the cost must be added to the appropriate Detail item and removed from the material list.

20.3.16 Substantial Completion

1. When the Contractor requests the Certificate of Substantial Completion to be issued, the Consultant shall inspect the work and list all unacceptable and incomplete work with a cost estimate and make a recommendation.
2. Substantial Completion cannot be achieved until the Client is satisfied and agrees.

20.3.17 Turn-Over of the Construction Site to the Client

The turn over date of the construction site or part of the construction site to the Client is the date of the Certificate of Substantial Completion.

20.3.18 Operation and Maintenance Manuals

Operation and Maintenance Data Manual: [4] sets of each volume produced by Contractor and verified for completeness, relevance and format by the Architectural, Mechanical and Electrical Consultants and submitted to the NCCR prior to Substantial Completion.

20.3.19 Instruction of Operating Personnel

1. Make arrangements and ensure that the Client's operating personnel is properly instructed on the operation of all systems using the final manuals as reference.
2. Consultant to provide training sessions, as required, on the subject of design intent and systems operations. Utilize Systems operations manual for training sessions.

20.3.20 Final Completion

Inform the NCCR when all work under the contract has been completed and deficiencies corrected. Recommend issuance of the Certificate of Final Completion.

20.3.21 Certificate of Final Completion

1. The final payment requires completion and signing of the following documents:
 - a. Final Certificate of Completion
 - b. Statutory Declaration
 - c. Workmen's Compensation Clearance Certificate
2. Verify that all items are correctly stated and ensure that completed documents and any supporting documents are provided.

20.3.22 **As-Built and Record Drawings and Specifications**

1. At the turn-over, obtain As-Built drawings from the Contractor.
2. Produce Record Drawings - these will include:
 - a. transference of information from the contractor's as-built drawings
 - b. incorporation of known site variants not shown on as-built drawings
 - c. incorporation of addenda into the originals
 - d. incorporation of change orders into the originals
3. Submit As-Built drawings..
4. Submit Record Drawings in number and format required by the Consultant Agreement within [8] weeks of final acceptance.
5. Provide a complete set of final shop drawings.

20.4 **Deliverables**

1. Written site visit reports.
2. Written reports on the progress of the work and the value of work done at the end of each month.
3. Additional detail drawings when required to clarify, interpret or supplement the Construction Documents.
4. Complete necessary documentation to facilitate the evaluation of the project using a Canadian recognized sustainability design assist and assessment tool and submit necessary documentation to the sustainability accreditation body where this is part of the call-up.
5. As-Built and Record Drawings
6. Recommend Substantial and Final Completion Certificates.
7. Commissioning Plan.
8. Reviewed and Accepted Commissioning (Evaluation) Report
9. Warranty deficiency list.
10. Report(s) on Final Warranty Review. Warranties start running at the turnover of the equipment/facility to the Client, and run 12 months.

21 RS 21 RISK MANAGEMENT

21.1 Intent

The consultant is not only to provide support to the NCCR in identifying risks throughout the project life cycle, but will actually develop and manage the Risk process/plan.

21.2 Scope and Activities

The Risk Management Process to be followed is as described in the above referenced web site and as per the specific requirements detailed in a project's ToR.

Highlights:

1. Identify risk events based on past experience and using proposed checklist or other available lists;
2. Qualify/quantify probability of risk event (Low, Medium, High) and their impact (Low, Medium, High);
3. PWimpact);
4. Develop risk response (i.e. evaluate alternatives for mitigation. This is the real added-value of risk management); and,
5. Implement risk mitigation.

21.3 Deliverables

1. Prepare Risk Management Reports at Design Development, 66% Design Documents, and 100% Design Documents stages.
2. Include input from all sub-consultants, and from Client. Take steps to implement risk mitigation as required. This may include (but is not limited to) further recommendations, analysis, investigations, site meetings, site supervision, etc.

ANNEX “A-1”

DOING BUSINESS WITH THE NCC

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.

All SOA work must be completed using acceptable document standards, for formatting, labelling and handling. The NCC seeks to uphold CADD and REVIT Standards in accordance with the document titled NCC CADD and REVIT Standards (January 2021).

The complete document is available upon request;

Upon award of SOA, a template (.dwt and/or .rte) file containing title blocks in various sizes, standard layers, dimension, annotations, and text styles as well as the NCC’s .ctb plot file will be provided to the consultant.

Contents

| | | |
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1 INTRODUCTION

- 1.1 NCC's Design and Construction Division includes three sections of CADD and REVIT users; Architecture, Engineering and Landscape Architecture. Design and Construction has adopted drafting 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 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 and REVIT native format RVT, 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 Design Lead:

- ▶ PDF version of the .DWG files and/or .RVT file, with consultant logo(s) and professional stamp(s) and signature(s).
- ▶ .DWG or .RVT format files of drawings

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

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

2.8 File delivery

File transfers must adhere to the following rules:

- ▶ Submission and transfer of drawing files may, on arrangement with NCC Design Lead, be sent via E-mail.

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

2.9 File Presentation

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

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

2.10 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.

2.11 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.

2.12 Convention for naming electronic documents / media:

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

DC number; Date of issuance; Project Name; Object; Version

Note: the aforementioned example would thus appear as:

DC4521-02_20030912_verandah-rehabilitation_planA1_01.dwg

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

2.13 Digital photographs

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

3 PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE NCC

3.1 Purpose

Drawings, specifications and addenda must be complete and clear, so that a contractor can prepare a bid without guesswork. Standard practice for the preparation of construction contract documents requires that:

- ▶ drawings are the graphic means of showing work to be done, as they depict shape, dimension, location, quantity of materials and relationship between building components.
- ▶ specifications are written descriptions of materials and construction processes in relation to quality, colour, pattern, performance and characteristics of materials, installation and quality of work requirements.
- ▶ Addenda are changes to the construction contract documents or tendering procedures, issued during the tendering process.

3.2 Principles of the NCC Contract Documents

The NCC's contract documents are based on common public procurement principles. PWGSC does not use Canadian Construction Document Committee (CCDC) documents. The terms and conditions are prepared and issued by the NCC as well as other related bidding and contractual documents.

3.3 Quality Assurance

Consultants are required to undertake their own quality control process and must review, correct and coordinate (between disciplines) their documents before sending them to the NCC.

4 SPECIFICATIONS

4.1 National Master Specification

The National Master Specification (NMS) is a master construction specification available in both official languages, which is divided into 48 Divisions and used for a wide range of construction and/or renovation projects. In preparing project specifications, the Consultant must use the current edition of the NMS in accordance with the "NMS User's Guide".

The Consultant retains overriding responsibility for content and shall edit, amend and supplement the NMS as deemed necessary to produce an appropriate project specification free from conflict and ambiguity.

4.2 Specification Organization

Narrowscope sections describing single units of work are preferred for more complex work, however, broadscope sections may be more suitable for less complex work. Use either the NMS 1/3 - 2/3 page format or the Construction Specifications Canada full-page format. Start each Section on a new page and show Project Number, Section Title, Section Number and Page Number on each page. Specification date, project title, and consultant's name are not to be indicated.

4.3 Terminology

Use the term "Departmental Representative" instead of Architect, NCC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not be indicated in the specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

4.4 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

4.5 Standards

As references in the NMS may not be up to date, it is the responsibility of the consultant to ensure that the project specification uses the latest applicable edition of all references quoted. The following is a list of some of the Internet websites which provide the most current publications of standards for reference in the construction specification document.

- ▶ CSA standards: <http://www.csa.ca>
- ▶ CGSB standards: <http://www.pwgsc.gc.ca/cgsb>
- ▶ ANSI standards: <http://www.ansi.org>
- ▶ ASTM Standards: <http://www.astm.org>
- ▶ ULC standards: <http://www.ulc.ca>
- ▶ General reference of standards: <http://www.cssinfo.com>

The NMS website (<http://www.tpsgc-pwgsc.gc.ca/biens-property/ddn-nms/index-eng.html>) also links to other documents references in the NMS under its "Links" feature.

4.6 Specifying Materials

The practice of specifying actual brand names, model numbers, etc., is against NCC policy except for special circumstances. The method of specifying materials shall be by using recognized standards such as those produced by Canadian Gas Association (CGA), Canadian General Standards Board (CGSB), Canadian Standards Association (CSA), and Underwriters' Laboratories of Canada (ULC), or by trade associations such as Canadian Roofing Contractors' Association (CRCA) and Terrazzo, Tile, Marble Association of Canada (TTMAC). Canadian standards should be used wherever possible.

If the above method cannot be used and where no standards exist, specify by a non-restrictive, non-trade name "prescription" or "performance" specifications.

In exceptional or justifiable circumstances or if no standards exist and when a suitable non-restrictive, non-trade name "prescription" or "performance" specification cannot be developed, specify by trade name. Include all at least three (3) materials acceptable for the purpose intended, and in the case of equipment, identify by type and model number.

Acceptable Materials: set up the paragraph format as follows:

Acceptable Materials:

1. ABC Co. Model [_____].
2. DEF Co. Model [_____].
3. GHI Co. Model [_____].

Or equivalent.

Alternative materials to those specified may be considered during the solicitation period, however, the onus will be on the Consultant to review and evaluate all requests for approval of alternative materials.

The term "Acceptable Manufacturers" should not be used, as this restricts competition and does not ensure the actual material or product will be acceptable. A list of words and phrases that should be avoided is included in the NMS User's Guide.

Sole Sourcing: Sole sourcing for materials and work can be used for proprietary systems (ie. fire alarm systems, EMCS systems). Substantiation and/or justification will be required.

Wording for the sole source of work should be in Part 1 as: "Designated Contractor

.1 Hire the services of [_____] to do the work of this section."

Wording for the sole source of EMCS systems should be in Part 1 as "Designated Contractor

.1 Hire the services of [_____] or its authorized representative to complete the work of all EMCS sections."

and in Part 2 as "Materials

.1 There is an existing [_____] system presently installed in the building. All materials must be selected to ensure compatibility with the existing [_____] system.

Wording for the sole source of materials (ie. fire alarm systems) should be in Part 2 as:

"Acceptable materials

.1 The only acceptable materials are [.....] ."

Prior to including sole source materials and/or work, the Consultant should contact the Design Lead to obtain the approval for the sole sourcing.

7 Unit Prices

Unit prices are used where the quantity can only be estimated (eg. earth work) and the approval of the Project Manager must be sought in advance of their use.

Use the following wording:

[The work for this section] or [define the specific work if required, e.g. rock excavation] will be paid based on the actual quantities measured on site and the unit prices stated in the Bid and Acceptance Form.

In each applicable NMS section, replace paragraph title "Measurement for Payment" with "Unit Prices".

Sample of Unit Price Table:

The Unit Price Table designates the Work to which a Unit Price Arrangement applies.

- (a) The Price per Unit and the Estimated Total Price must be entered for each Item listed.
- (b) Work included in each item is as described in the referenced specification section.

| Item | Specification Reference | Class of Labour, Plant or Material | Unit of Measurement | Estimated Quantity | Price per Unit GST/HST extra | Estimated Total Price GST / HST extra |
|--|-------------------------|------------------------------------|---------------------|--------------------|---------------------------------|--|
| | | | | | | |
| | | | | | | |
| TOTAL ESTIMATED AMOUNT | | | | | | |
| Transfer amount to subparagraph 1)(b) of BA03 | | | | | | |

4.7 Cash Allowances

Construction contract documents should be complete and contain all of the requirements for the contractual work. Cash allowances are to be used only under exceptional circumstances (ie. utility companies, municipalities), where no other method of specifying is appropriate. Obtain approval from the Project Manager in advance to include cash allowances and then use "Section 01 21 00 - Allowances" of the NMS to specify the criteria.

4.8 Related Sections

In every section of the specification at 1.1 "Related Sections": coordinate the list of related sections and appendices. Ensure co-ordination among the sections of the specification and ensure not to reference any section or appendices which do not exist.

4.9 Index

List all the plans and specification sections with correct number of pages, section names and correct drawing titles in the format shown in Section 2 Formatting, Handling of drawings and specifications

4.10 Health and Safety

It is required that all project specifications include "Section 01 35 29.06 - Health and Safety Requirements." Confirm with the Project Manager to determine if there are any instructions to meet regional requirements.

4.11 Designated Substances Report

Include "Section 01 14 25 - Designated Substances Report"

4.12 Prequalification and Pre-award submissions

Do not include in the specification any mandatory contractor and/or subcontractor prequalification or pre-award submission requirements that could become a contract award condition. If a prequalification process or a pre-award submission is required, contact the Project Manager.

There should be no references to certificates, transcripts or license numbers of a trade or subcontractor being included with the bid.

4.13 Contracting Issues

Specifications describe the workmanship and quality of the work. Contracting issues should not appear in the specifications. Division 00 of the NMS is not used for NCC projects.

Remove all references within the specifications, to the following:

- General Instructions to Bidders
- General Conditions
- CCDC documents
- Priority of documents
- Security clauses
- Terms of payment or holdback
- Tendering process
- Bonding requirements
- Insurance requirements
- Alternative and separate pricing
- Site visit (Mandatory or Optional)
- Release of Lien and deficiency holdbacks

5 DRAWINGS

5.1 Title Blocks

Use the NCC title block for drawings and sketches (including addenda).

5.2 Dimensions

Dimensions are to be in metric only (no dual dimensioning).

5.3 Trade Names

Trade names on drawings are not acceptable. Refer to SECTION 4, SPECIFICATIONS, 4.6 Specifying Materials for specifying materials by trade name.

5.4 Terminology

Use the term "Departmental Representative" instead of NCC, Owner, Consultant or Architect. "Departmental Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the Departmental Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the Departmental Representative to the Contractor.

Notations such as: "verify on site", "as instructed", "to match existing", "example", "equal to" or "equivalent to", "to be determined on site by "Departmental Representative", should not be indicated in the specifications as this promotes inaccurate and inflated bids. Specifications must permit bidders to calculate all quantities and bid accurately. If quantities are impossible to identify (i.e. cracks to be repaired) give an estimated quantity for bid purposes (unit prices). Ensure that the terminology used throughout the specifications is consistent and does not contradict the applicable standard construction contract documents.

5.5 Information to be included

Drawings should show the quantity and configuration of the project, the dimensions and details of how it is constructed. There should be no references to future work and no any information that will be changed by future addenda. The scope of work should be clearly detailed and elements not in contract should be eliminated or kept to an absolute minimum.

5.6 Drawing Numbers

Number drawings in sets according to the type of drawing and the discipline involved as follows:

During the Design Phase of the project each submission and review must be noted on the Notes block of the drawing title, but at the time of construction document preparation, all revision notes should be removed.

| Discipline | Drawing |
|-----------------|----------------|
| Demolition | D1, D2, etc. |
| Architectural | A1, A2, etc. |
| Civil | C1, C2, etc. |
| Landscaping | L1, L2, etc. |
| Mechanical | M1, M2, etc. |
| Electrical | E1, E2, etc. |
| Structural | S1, S2, etc. |
| Interior Design | ID1, ID2, etc. |

5.7 Presentation Requirements

Present drawings in sets comprising the applicable demolition, architectural, structural, mechanical and electrical drawings in that order. All drawings should be of uniform standard size.

5.8 Legends

Provide a legend of symbols, abbreviations, references, etc., on the front sheet of each set of drawings or, in large sets of drawings, immediately after the title sheet and index sheets.

5.9 Schedules

Where schedules occupy entire sheets, locate them next to the plan sheets or at the back of each set of drawings for convenient reference.

5.10 North Points

On all plans include a north point. Orient all plans in the same direction for easy cross-referencing. Wherever possible, lay out plans so that the north point is at the top of the sheet.

6 ADDENDA

6.1 Format

Prepare addenda using the format shown in Annex “I”. No signature type information is to appear.

Every page of the addendum (including attachments) must be numbered consecutively. All pages must have the NCC project number and the appropriate addendum number. Sketches shall appear in the NCC format, stamped and signed.

No Consultant information (name, address, phone #, consultant project # etc.) should appear in the addendum or its attachments (except on sketches).

6.2 Content

Each item should refer to an existing paragraph of the specification or note/detail on the drawings. The clarification style is not acceptable.

7 DOCUMENTATION

7.1 Translation

When required, all documentation included in the construction contract documents shall be in both official languages.

Ensure that English and French documents are equal in all respects. There can be no statement that one version takes precedence over the other.

Consultant shall provide:

- ▶ Specification: originals printed one side on 216 mm x 280 mm white bond paper.
- ▶ Addenda (if required): as per Annex “I” (to be issued by the NCC).
- ▶ Drawings: reproducible originals, sealed and signed by the design authority.

The NCC shall provide:

- ▶ General and Special Instructions to Bidders
- ▶ Bid and Acceptance Form
- ▶ Standard Construction Contract Documents

ANNEX A2 - SUPPLIER INFORMATION

The supplier is requested to complete the following Attachment and include it with their offer.

| | | | |
|--|---|---|---|
| Name of the supplier | | | |
| | | | |
| M1 | Licensing requirement | | |
| | <input type="checkbox"/> OAA | <input type="checkbox"/> OAQ | |
| M2 | Service Streams | | |
| | <input type="checkbox"/> A1 | <input type="checkbox"/> A2 | |
| M4 | | | |
| Street Address: | | Mailing Address: | |
| | | | |
| Telephone Number: | | Fax Number: | |
| | | | |
| Procurement Business Number: | | | |
| | | | |
| Type of Organisation | | | |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Joint Venture | <input type="checkbox"/> Partnership |
| During the proposal evaluation period, the NCC contact will be with the following person: | | | |
| Name: | | | |
| Telephone Number: | | | |
| E-mail: | | | |
| In any resultant SOA, the NCC should send the solicitations to the following e-mail: | | | |
| E-mail: | | | |



**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 |
|----------------------------------|-------------------------------|-------------------------------------|

Description of work - Description des travaux

| | |
|-----------------------------------|--|
| Firm's Name - Nom de l'entreprise | Firm's Address – Adresse de l'entreprise |
|-----------------------------------|--|

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 |
|------------|-----------------------------|------------|-----------------------------|

| DESIGN - CONCEPTION | Category - Catégorie | Scale Échelle | Points Pointage |
|--|-------------------------------------|----------------------|------------------------|
| <p>This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.</p> | Unacceptable / Inacceptable | 1 to/à 15 | N/A S/O |
| | Not-satisfactory / Non-satisfaisant | 16 to/à 31 | |
| | Satisfactory / Satisfaisant | 32 to/à 36 | |
| | Superior / Supérieur | 37 to/à 40 | |

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

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

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

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

| | |
|---|-------------|
| Total points / Total du pointage | /200 |
|---|-------------|

Comments – Commentaires

| | | |
|-----------------------------|-------------------------|------|
| Project Manager - Signature | Design Lead - Signature | Date |
|-----------------------------|-------------------------|------|



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



Ownership of Intellectual and Other Property including Copyright

1. Definitions

"Background" means all Technical Output that is not Foreground and that is proprietary to or the confidential information of the Consultant, the Consultant's Sub-Consultants, or any other entity engaged by the Consultant in the performance of the Services;

"Foreground" means any Invention first conceived, developed or reduced to practice as part of the Services and all other Technical Output conceived, developed, produced or implemented as part of the Services;

"IP Rights" means any intellectual property rights recognized by law, including any intellectual property right protected through legislation (such as that governing copyright, patents, industrial design, or integrated circuit topography) or arising from protection of information as a trade secret or as confidential information;

"Invention" means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter, whether or not patentable and without limiting the foregoing the term includes any unique design and construction system;

"Technical Output"

means: (i) all information of a scientific, technical, or artistic nature relating to the Services, whether oral or recorded in any form or medium and whether or not subject to copyright, including but not limited to any Inventions, designs, methods, reports, photographs, physical models, surveys, drawings, specifications developed for the purpose of the Work; as well as (ii) computer printouts, design notes, calculations, CADD (Computer-aided Design and Drafting) files, and other data, information and material, prepared, computed, drawn, or produced for the purpose of the Work; and (iii) operating and maintenance manuals prepared or collected for the Work; and (iv) any buildings, built works, structures and facilities constructed as, or as part of, the Work. Technical Output does not include data concerned with the administration of the Contract by the NCC or the Consultant, such as internal financial or management information, unless it is a deliverable under the terms of the Contract.

2. Identification and Disclosure of Foreground

The Consultant shall:

- a. promptly report and fully disclose to the NCC all Foreground that could be Inventions, and shall report and fully disclose to the NCC all other Foreground not later than the time of completion of the Services or such earlier time as the NCC or the Contract may require, and
- b. for each disclosure referred to in (a), indicate the names of all Sub-Consultants at any tier, if any, in which IP Rights to any Foreground have vested or will vest.

Before and after final payment to the Consultant, the NCC shall have the right to examine all records and supporting data of the Consultant which the NCC reasonably decides is pertinent to the identification of the Foreground.



3. IP Rights Vest with Consultant

Subject to paragraphs 10 and 11, and without affecting any IP Rights or interests therein that have come into being prior to the Contract or that relate to information or data supplied by the NCC for the purposes of the Contract, all IP Rights in the Foreground shall immediately, as soon as they come into existence, vest in and remain the property of the Consultant.

4. Ownership Rights in Deliverables

Notwithstanding the Consultant's ownership of the IP Rights in the Foreground that is a prototype, built work, building, structure, facility, model or custom or customized system or equipment together with associated manuals and other operating and maintenance documents and tools, the NCC shall have unrestricted ownership rights in those deliverables, including the right to make them available for public use, whether for a fee or otherwise, and the right to sell them.

5. License to Foreground

Without limiting any implied licenses that may otherwise vest in the NCC, and in consideration of the NCC's contribution to the cost of development of the Foreground, the Consultant hereby grants to the NCC a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free licence to exercise all IP Rights in the Foreground that vest in the Consultant pursuant to paragraph 3, for the purpose of:

- a. the construction or implementation of any building, built works, structures and facilities, contemplated by the Work;
- b. the further development or alteration or evolution of any part of the constructed or implemented Work, including procurement of materials and components for this purpose;
- c. the further development, modification (including additions or deletions), completion, translation, or implementation of the Foreground and any addition to it as the NCC may require for the purposes of the completion, utilization and subsequent evolution of the Work;
- d. the use, occupancy, operation, exploitation, maintenance, repair or restoration of the constructed or implemented or subsequently modified Work, including the procurement of replacement materials and components required for any such purpose; and
- e. the publishing and transmission of reproductions of the Work or any part thereof in the form of paintings, drawings, engravings, photographs or cinematographic works, to the public, in hard copy or by any electronic or other means, except for copies in the nature of architectural drawings or plans.

6. Licence to Foreground for Other Projects

The Consultant hereby grants to the NCC a non-exclusive, perpetual, worldwide, irrevocable licence to exercise all IP Rights that vest in the Consultant pursuant to paragraph 3 for the purpose of planning, designing and constructing or otherwise implementing any project other than the Work, and for any purpose set out in paragraph 5 as it relates to such other project. In the event that the NCC exercises such IP Rights in another project, and provided that the NCC does not already have equivalent rights under a previous contract or otherwise, the NCC agrees to pay to the Consultant reasonable compensation determined in accordance with current industry practice and having regard to the NCC's contribution to the cost of development of the Foreground. The Consultant shall ensure that in any sale, assignment, transfer or license of any of the IP Rights that vest in the Consultant under this Contract, the purchaser, assignee, transferee or licensee agrees to be bound by the terms of this provision and to accept reasonable compensation as is contemplated herein. The Consultant shall also ensure that any such purchaser, assignee, transferee or licensee of the



IP Rights is required to impose the same obligations on any subsequent purchaser, transferee, assignee or licensee.

7. License to Background

Without limiting any implied licenses that may otherwise vest in the NCC, the Consultant hereby grants to the NCC a non-exclusive, perpetual, irrevocable, worldwide, fully-paid and royalty-free license to exercise such of the IP Rights in any Background incorporated into the Services or necessary for the performance of the Services as may be required:

- a. for the purposes contemplated in paragraphs 5 and 6;
- b. for disclosure to any contractor engaged by the NCC, or bidder for such a contract, to be used solely for a purpose set out in paragraph 5;
- c. and the Consultant agrees to make any such Background available to the NCC upon request.

8. NCC's Right to Disclose and Sub-license

The Consultant acknowledges that the NCC may wish to award contracts, which may include a competitive process, for any of the purposes contemplated in paragraphs 5, 6 and 7. The Consultant agrees that the NCC's license in relation to the IP Rights in the Foreground and in the Background, includes the right to disclose that Foreground and Background to bidders for such contracts, and to sub-license or otherwise authorize the use of that Foreground and Background by any contractor or consultant engaged by the NCC for the purpose of carrying out such a contract.

9. Consultant's Right to Grant License

- a. The Consultant represents and warrants that the Consultant has, or the Consultant shall obtain without delay, the right to grant to the NCC the license to exercise the IP Rights in the Foreground and the Background as required by the Contract.
- b. Where the IP Rights in any Background or Foreground are or will be owned by a Sub-Consultant, the Consultant shall either obtain a license from that Sub-Consultant that permits compliance with paragraphs 5 and 6 or shall arrange for the Sub-Consultant to convey directly to the NCC the same rights by execution of the form provided for that purpose by the NCC no later than the time of disclosure.

10. Trade Secrets and Confidential Information

The Consultant shall not use or incorporate any trade secrets or confidential information in any Foreground or Background used or created in performance of this contract.

11. NCC Supplied Information

- a. Where performance of the Services involves the preparation of a compilation using information supplied by the NCC, then the IP Rights that shall vest under paragraph 3 shall be restricted to the IP Rights in Foreground that are capable of being exploited without the use of the information supplied by the NCC. All IP Rights in any compilation, the Foreground in which cannot be exploited without the use of such NCC supplied information shall vest in the NCC. The Consultant agrees that the Consultant shall not use or disclose any NCC supplied information for any purpose other than completing the performance of the Services. The Consultant shall maintain the confidentiality of such information. Unless the Contract otherwise expressly provides, the Consultant shall deliver to the NCC all such information together with every copy, draft, working paper and note thereof that



contains such information upon the completion or termination of the Contract, or at such earlier time as the NCC may require.

- b. If the Consultant wishes to make use of any of the NCC supplied information that was supplied for purposes of the Contract, for the commercial exploitation or further development of any of the Foreground, then the Consultant may make a written request for a license to exercise the required IP Rights in that NCC supplied information, to the NCC. The Consultant shall give the NCC an explanation as to why such a license is required. Should the NCC agree to grant such a license, it shall be on terms and conditions to be negotiated between the parties including payment of compensation to the NCC.

12. Transfer of IP Rights

- a. If the NCC takes the Services out of the Consultant's hands in accordance with this Contract, in whole or in part, or if the Consultant fails to disclose any Foreground in accordance with paragraph 2, the NCC may upon reasonable notice, require the Consultant to convey to the NCC all of the IP Rights in the Foreground or in the case of a failure to disclose, all the IP Rights in the Foreground not provided. The IP Rights to be conveyed shall include the IP Rights in any Foreground that have vested or are to vest in a Sub-Consultant. In the case of IP Rights in Foreground which have been sold or assigned to a party other than a Sub-Consultant, the Consultant shall not be obligated to convey those IP Rights to the NCC, but shall pay to the NCC on demand an amount equal to the consideration which the Consultant received from the sale or assignment of the IP Rights in that Foreground or, in the case of a sale or assignment was not at arm's length, the fair market value of the IP Rights in that Foreground, in each case including the value of future royalties or license fees.
- b. In the event of the issuance by the NCC of a notice referred to in (a), the Consultant shall, at the Consultant's own expense and without delay, execute such conveyances or other documents relating to title to the IP Rights as the NCC may require, and the Consultant shall, at the NCC's expense, afford the NCC all reasonable assistance in the preparation of applications and in the prosecution of any applications for, or any registration of, any IP Right in any jurisdiction, including without limitation the assistance of the inventor in the case of Inventions.
- c. Until the Consultant completes the performance of the Services and discloses all of the Foreground in accordance with paragraph 2, the Consultant shall not, without the prior written permission of the NCC, sell, assign or otherwise transfer title to the IP Rights in any of the Foreground, or license or otherwise authorize the use of the IP Rights in any of the Foreground by any person.
- d. In any sale, assignment, transfer or license of IP Rights in Foreground by the Consultant except a sale or license for end use of a product based on Foreground, the Consultant shall impose on the other party all of its obligations to the NCC in relation to the IP Rights in the Foreground and any restrictions set out in the Contract on the use or disposition of the IP Rights in the Foreground (and, if applicable, the Foreground itself), including the obligation to impose the same obligations and restrictions on any subsequent transferee, assignee or licensee. The Consultant shall promptly notify the NCC of the name, address and other pertinent information in regard to any transferee, assignee or licensee.

ANNEX “D”

DEFINITIONS OF SOA PERSONNEL/SERVICE CLASSIFICATIONS

For the purposes of this SOA, the titles and necessary minimum qualifications of proposed personnel shall be as follows:

Personnel/service classification #1: **Person managing the firm’s SOA services to NCC:**

- A partner / principal of the firm, that has legal authority to bind the firm

Personnel/service classification #2: **Senior Architect:**

- Licensed with Ontario Association of Architects (OAA) &/or Ordre des Architects du Québec (OAQ)
- Minimum 10 years Canadian professional experience as a Licensed Architect, with proven ability to manage multiple complex projects
- Extensive experience managing multi-disciplinary project teams, through all project stages. Extensive experience managing sub consultants.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time & control cost.
- Ability to co-ordinate a number of simultaneous management and design activities in tight time frames and to meet critical deadlines.
- Extensive experience with the types of projects and services outlined in Annex A of this RFP

Personnel/service classification #3: **Intermediate Architect:**

- Licensed with Ontario Association of Architects (OAA) &/or Ordre des Architectes du Québec (OAQ)
- Minimum 6 years Canadian professional experience as a Licensed Architect, with proven ability to be responsible for day to day management of complex projects.
- Significant experience managing multi-disciplinary project teams, through all project stages Significant experience managing sub consultants.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time & control cost.
- Ability to co-ordinate a number of simultaneous management/design activities to meet critical deadlines.
- Significant experience with the types of projects and services outlined in Annex A of this RFP

Personnel/service classification #4: **Architect:**

- Licensed with a Canadian provincial/territorial architectural association
- Ability to work effectively on multi-disciplinary project teams. Experience working with sub consultants.
- Demonstrated ability to provide reliable cost and time estimates.
- Ability to co-ordinate a simultaneous project designs to meet critical deadlines.
- Experience with the types of projects and services outlined in Annex A of this RFP

Personnel/service classification #5: **Senior Architectural Technician / Technologist**

- Graduation with an architectural technology diploma from a recognised institution, or *Graduate of a university architectural programme (this provision is included for firm’s that have architectural graduates that though they have many years of relevant experience are not licensed architects)*
- Minimum 10 years of relevant experience.
- Ability to work effectively on multi-disciplinary project teams.
- Ability to produce contract documents and technical specifications.
- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with the types of projects and services outlined in Annex A of this RFP
- Fluent with AutoCAD version 2008, and Microsoft office suite (at minimum MS Excel, Word & PowerPoint) or their more recent versions.
- Knowledge of Photoshop, SketchUp Adobe Illustrator or other software related to preparation of study reports / presentation documents will be seen as an asset.

Personnel/service classification #6:

Architectural Technician, Architectural Technologist, Architectural Intern, Draftsperson, and/or CAD Operator

- Graduation with an architectural technology diploma from a recognised institution, or Graduate of a university architectural programme
- Ability to work effectively on multi-disciplinary project teams to produce contract documents and technical specifications.

- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with the types of projects and services outlined in Annex A of this RFP
- Fluent with AutoCAD version 2008, and Microsoft office suite (at minimum MS Excel, Word & PowerPoint) or their more recent versions.
- Knowledge of Photoshop, SketchUp, Adobe Illustrator or other software related to preparation of study reports / presentation documents will be seen as an asset.

Personnel/service classification #7: **Construction Supervisor:**

- Minimum 5 years construction supervision experience.
- Ability to work effectively on multi-disciplinary project and construction teams.
- Demonstrated knowledge of construction procedures, materials and techniques for northern climates.
- Experience working directly with contractors and demonstrated knowledge of construction contract requirements, procedures and reporting formats.
- Demonstrated ability to monitor and control construction schedules, costs and quality.
- Experience in preparation of construction progress reports, commissioning documents and post construction evaluations.
- Experience with a wide range of construction projects of the type outlined in Annex A of this RFP.

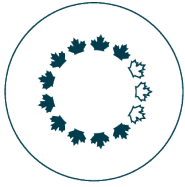


The Bidder hereby agrees that all members of its workforce or its subcontracted workforce(s) will be bound by this confidentiality agreement for MA060 RFSO for Professional Services in Architecture. Specifically, no aspect of this assignment may be discussed, divulged or transmitted directly or indirectly to any other person or entity other than the NCC's Technical Representative or their designate(s). By submitting a Bid, which requires this confidentiality agreement to be signed and submitted by the Bidder, the Bidder hereby agrees to respect and uphold the confidential nature and content of this assignment and the material to be reviewed and the restraint on its promulgation. The Bidder further agrees to have all of its subcontractors, sign a copy of this confidentiality statement and remit same to the NCC.

Name of Firm

I have the authority to bind the Corporation (Print Name)

Signature



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Annex F

SECURITY REQUIREMENTS

Security Requirements

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

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

Security screening of individual

The NCC Corporate Security is ensuring that the Consultant meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If the Consultant is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, The NCC Corporate Security may validate the security clearance of the Consultant Team. The 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. The 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 Consultant shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the Consulting 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 Consultant to make sure coordination;
- In collaboration with the NCC Corporate Security, identify the Consultant's personnel who will require access to NCC information/assets/sites as well as any recurring subconsultants (and their employees) who will require similar access and may not be supervised by the Consultant at all times during such access. Make sure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subconsultants who have been identified;
- Provide access to information and assets only to persons who have been security screened to the appropriate level and who are on a "need-to-know basis";

- The Consultant shall make sure 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;
- Properly safeguard of all information and assets, including any information/assets entrusted to subconsultants;
- Care must be exercised by the Consultant in handling any material prepared or received for the duration of this SOA;
- The Consultant shall, at all times, treat and safeguard the information prepared or received through the Consultant or work or pertaining thereto 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 the NCC Corporate Security an occurrence report as soon as possible.

Access to site

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

Security of Information

The NCC reserves the right to request that the Consultant 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 Consultant does not meet the requirements to obtain the requested clearance, the Consultant or subconsultant shall take the corrective measures recommended by the 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 Consultant 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 Consultant 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 Consultant shall not disclose such material or information to third parties unless authorized by the NCC.

New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

| | | | |
|--|--|--|-----------------------------------|
| Legal name of entity or individual / Nom légal de l'entité ou du particulier | | Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal) | |
| Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP | | <input type="checkbox"/> Yes / Oui | <input type="checkbox"/> No / Non |
| An entity, incorporated or sole proprietorship, which was created by a Former Public Servant in receipt of a PSSA pension or a partnership made of former public servants in receipt of PSSA pension or where the affected individual has a controlling or major interest in the entity. / Une entité, constituée en société ou à propriétaire unique, créée par un ancien fonctionnaire touchant une pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire. | | <input type="checkbox"/> Yes / Oui | <input type="checkbox"/> No / Non |
| Address / Adresse | | Telephone No. / N° de téléphone : | Fax No. / N° de télécopieur : |
| Postal code / Code postal | | () | () |

PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR

IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:

| | | | | |
|---|---|---|---------------------|--------------------|
| (1) Sole proprietor / Propriétaire unique <input type="checkbox"/> | If sole proprietor, provide: / Si propriétaire unique, indiquez : | Last Name / Nom de famille | First name / Prénom | Initial / Initiale |
| (2) Partnership / Société de personnes <input type="checkbox"/> | (3) Corporation / Société <input type="checkbox"/> | | | |
| Business No. (BN) / N° de l'entreprise (NE) - | OR / OU | SIN / NAS - | | |
| GST/HST / TPS et TVH | QST / TVQ (Québec) | | | |
| Number / Numéro : Not registered / non inscrit <input type="checkbox"/> | Number / Numéro : Not registered / non inscrit <input type="checkbox"/> | | | |
| Type of contract / Genre de contrat | | | | |
| Contract for services only / Contrat de services seulement <input type="checkbox"/> | Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/> | Contract for goods only / Contrat de biens seulement <input type="checkbox"/> | | |
| Type of goods and/or services offered / Genre de biens et / ou services rendus : | | | | |

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

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

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

| | | | |
|---|---|-----------|------|
| I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier. | Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur. | | |
| Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier. | Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus. | | |
| Name of authorized person / Nom de la personne autorisée | Title / Titre | Signature | Date |
| Telephone number of contact person / Numéro de téléphone de la personne ressource : () | | | |

IMPORTANT

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

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT

Supplier Tax Information

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable Supervisor
(613) 239-5678 ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.



- To be completed by the insurer / À être rempli par l'assureur

| CONTRACT / MARCHÉ | | | | |
|--|------------------|--|---|---|
| Description and location of work / Description et endroit des travaux | | | Contract no. / N° de contrat | |
| INSURER / ASSUREUR | | | | |
| Name / Nom | | | | |
| Address / Adresse | | No., Street / N°, rue | | |
| | | City / Ville | Province | Postal code / Code postal |
| BROKER / COURTIER | | | | |
| Name / Nom | | | | |
| Address / Adresse | | No., Street / N°, rue | | |
| | | City / Ville | Province | Postal code / Code postal |
| INSURED / ASSURÉ | | | | |
| Name of contractor / Nom de l'entrepreneur | | | | |
| Address / Adresse | | No., Street / N°, rue | | |
| | | City / Ville | Province | Postal code / Code postal |
| ADDITIONAL INSURED / ASSURÉ ADDITIONNEL | | | | |
| The National Capital Commission / La Commission de la capitale nationale | | | | |
| <p>This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and the National Capital Commission. L'assureur atteste que les polices d'assurances suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré en fonction du marché conclu entre l'Assuré dénommé la Commission de la capitale nationale</p> | | | | |
| POLICY / POLICE | | | | |
| Type Genre | Number Numéro | Inception Date Date d'effet | Expiry Date Date d'expiration | Limit of Liability Limites de garantie |
| Commercial General Liability Responsabilité civile des entreprises | | | | |
| Professional Error and Omissions Liability Insurance / Assurance responsabilité erreurs et omissions professionnelles - per incident/claims / par événement ou demande de règlement - per project / par projet - aggregate for the term of the coverage / l'ensemble pour la durée de la couverture | | | | |
| Umbrella / Excess Insurance Responsabilité complémentaire / excédentaire | | | | |
| Other (list) / Autre (énumérer) | | | | |
| <p>Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.</p> | | <p>Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.</p> | | |
| <p>_____ Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée</p> | | | <p>_____ Telephone number / Numéro de téléphone</p> | |
| <p>_____ Signature</p> | | | <p>_____ Date</p> | |



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

ANNEX I



| | | | |
|--------------------------------------|---------------------|-----------------------------------|------------|
| Project/ <i>Projet</i> : | <i>Project Name</i> | Addendum # / <i>Addenda</i> #: | XX |
| Location/ <i>emplacement</i> : | | Date: | YYYY-MM-DD |
| NCC File No/ <i>No fichier CCN</i> : | DCXXX-XX | Project No/ <i>No de projet</i> : | XXX |

The following shall be read in conjunction with and shall form an integral part of the Tender / Proposal and Contract Documents:

Ce qui suit doit être interprété comme faisant partie intégrante de la proposition/appeal d'offres et des documents relatifs au contrat :

ADDENDUM DETAILS – DÉTAILS DE L'ADDENDA

End of the Addendum – *Fin de l'addenda*



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 : / ADDRESSER LES DEMANDES DE RENSEIGNEMENTS CONTRACTUELLES À: | |
| XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX | | XXXXXXXXXXXXXXXXXX | |
| (hereinafter referred to as the "Contractor") / (ci-après référé comme "L'offrant ou l'entrepreneur") | | | |
| <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 XXXXXXXXXXXXXXXXXXXX | |

| | |
|--|---------------------------------------|
| <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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Inclusion (qui est déjà en votre possession) :

- 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 XXXXXXXXXXXXXXXX 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 incluses 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.