

REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY : Stacy Semé, Sr. Contract Officer stacy.seme@ncc-ccn.ca	BID DEADLINE: September 29,2022 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. SS006	

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 by e-mail to Sr. Contract Officer Stacy Semé – stacy.seme@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Sr. Contract Officer 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 Sr. Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 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, if requested to the NCC Contracting Authority, within 15 days of an award posting or email notification. The debriefing will include an outline of the reasons the bidder's 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.

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
PROFESSIONAL ENGINEERING SERVICES IN GEOTECHNICAL ENGINEERING
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # SS006**

- 1.7 The Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.8 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.9 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.10 Facsimile transmittal of proposals will not be accepted.
- 1.11 Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.12 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.13 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-consultants for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.14 The successful Consultant shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Consultant during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Consultant's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

2.0 REQUEST FOR STANDING OFFER AGREEMENT

2.1 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 Geotechnical Engineering**, 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.

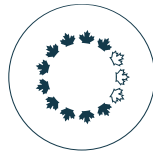
2.4 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements combined is \$6,000,000.00 CDN including taxes divided equally among awardees. 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.

2.5 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

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



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

REQUEST FOR STANDING OFFER

PROFESSIONAL SERVICES

GEOTECHNICAL ENGINEERING CONSULTING SERVICES



Canada

Table of Contents

1 OVERVIEW	5
2 DESCRIPTION OF THE STANDING OFFER AGREEMENT	7
2.1 NUMBER AND TYPES OF STANDING OFFER AGREEMENT	7
2.2 DURATION AND EXTENSION(S) OF STANDING OFFER AGREEMENT	7
2.3 FUTURE ADJUSTMENT TO FEES	7
2.4 REPLENISHMENT OF STANDING OFFER AGREEMENT LIST	7
2.5 EVALUATION OF CONSULTANTS	8
2.6 SOA EXPENDITURE LIMITS	8
2.7 ELIGIBILITY FOR STANDING OFFER AGREEMENTS	8
2.7.1 Mandatory requirements	8
2.7.2 Partnerships	9
2.7.3 Urgent services	9
2.8 ROLES AND AUTHORITIES	9
2.8.1 Design Lead	9
2.8.2 Consultant's Project Manager	10
2.8.3 Standing offer Authority	10
2.9 CONSULTANT'S "CORE TEAM" OF STANDING OFFER AGREEMENT	10
2.10 INSURANCE	11
2.10.1 Errors and Omissions Insurance	11
2.10.2 Liability Insurance	11
2.10.3 Sub-Consultants	11
2.10.4 Insurer Responsibilities	11
2.10.5 Insurance Coverage	12
2.11 SAFETY, SECURITY AND CONFIDENTIALITY	12
2.12 FORMATTING, LABELLING AND HANDLING OF DOCUMENTS	12
2.13 PROJECT COMMUNICATIONS	12
2.14 STAKEHOLDERS	13
3 CONDITIONS & PROCEDURES FOR PURCHASE ORDERS	13
3.1 INITIATING A STANDING OFFER AGREEMENT PURCHASE ORDER	13
3.1.1 Initial contact	14
3.1.2 Minimum requirements of a proposal against a call-up:	14
3.1.3 Proposal Review	14
3.1.4 Approved Proposal	14

3.2 ESTABLISHING COSTS AND CASH FLOW ON A STANDING OFFER AGREEMENT PURCHASE ORDER	15
3.3 CONSULTANT ACTING AS PRIME	16
3.4 INVOICING	16
4 SCOPE OF WORK	17
4.1 DESCRIPTION	17
4.2 GENERAL SERVICES	18
4.2.1 Schedules	18
4.2.2 Quality Management	19
4.2.3 Reports and Meetings	19
4.3 INVESTIGATION AND STUDIES	19
4.4 DESIGN DEVELOPMENT	20
4.5 SERVICES DURING AND AFTER CONSTRUCTION	21
4.6 RESIDENT ENGINEERING SERVICES	22
5 RESPONDING TO THIS RFSO - THE PROPOSAL	24
5.1 CONTENTS OF THE PROPOSAL	24
5.2 THE TECHNICAL PROPOSAL (EMAIL #1)	24
5.2.1 Format and Quantities	24
5.3 THE FINANCIAL PROPOSAL (EMAIL #2)	25
5.3.1 Financial Proposal (Fee Schedule) (email #2)	25
5.3.2 Hourly Rates	25
5.3.3 Disbursements Included in Hourly Rates	26
5.3.4 Disbursements not included in Hourly Rates	27
6 PROPOSAL EVALUATION	28
6.1 EVALUATION PROCESS	28
6.2 TECHNICAL PROPOSAL EVALUATION	28
6.2.1 Mandatory Requirements	29
6.2.2 Rated Requirements	29
6.2.3 Evaluation and Rating	34
6.3 FEE PROPOSAL EVALUATION	38
6.4 PROPONENT TOTAL SCORE	38
6.5 DETERMINATION OF FIRMS TO BE OFFERED A STANDING OFFER AGREEMENT	39

Appendix 1	General Conditions – Professional and Consulting Services
Appendix 2	Supplementary General Conditions – Professional and Consulting Services
Appendix 3	Consultant Performance Evaluation Form
Appendix 4	Security, Access, Confidentiality, and Safeguarding
Appendix 5	Job Classification Levels
Appendix 6	Formatting, Labelling, and Handling of Documents
Appendix 7	Fee Schedule
Appendix 8	Sample SOA document

1 OVERVIEW

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

It is the NCC's intention to award a maximum of six (6) SOAs which will be in effect for a period of four (4) years from the date of award or until total expenditure level is attained, whichever comes first. The projects to be addressed under the SOA will be at various locations within the National Capital Region, in the provinces of Ontario and Québec.

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

Call-ups made under a SOA for **Professional Services in Geotechnical Engineering** will be managed by NCC's Design and Construction Division, Engineering Section.

The Request for Standing Offer (RFSO) for **Professional Services in Geotechnical Engineering**, including its appendices, will be used as the basis for evaluation of proposals submitted in response to the RFSO, and shall be thereafter considered as contractual requirements for SOAs awarded.

First Nation Involvement

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

Sustainable Development

The Government of Canada is committed to meeting international targets to achieve net-zero carbon emissions by 2050, while promoting environmentally responsible economic growth, protecting and restoring ecosystems and ensuring that all Canadians

flourish from clean and healthy environments. As part of this SOA, and to align with Federal priorities for green procurement, the National Capital Commission requests consulting engineering firms to apply environmental considerations to work carried out under this SOA, where applicable. At the request of the NCC, the NCC Contracting Authority may request the consulting engineering firm to consider environmental mitigation measures when planning and carrying out certain environmental projects under this SOA. These measures may include, but are not limited to, the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support for reuse and recycling; the use of renewable resources; reduced hazardous waste; reduced toxic and hazardous substances; and support for biodiversity and climate resilience.

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

2 DESCRIPTION OF THE STANDING OFFER AGREEMENT

2.1 Number and types of Standing Offer Agreement

The NCC wishes to retain the services of consulting engineering firms to provide services on an "as and when requested" basis under a SOA for **Professional Services in Geotechnical Engineering**. It is the NCC's intention to award a maximum of six (6) SOAs, dependent on the number of qualified proposals and the NCC's projected value of geotechnical engineering work. Appendix 1 - General Conditions – Professional and Consulting Services and Appendix 2 - Supplementary General Conditions – Professional and Consulting Services will form part of the resulting SOA (sample provided) and call up purchase orders.

2.2 Duration and Extension(s) of Standing Offer Agreement

SOAs will be established for a period of four (4) years from the date of award or until total expenditure level is attained, whichever comes first.

2.3 Future Adjustment to Fees

The unit rates proponents quote on the Fee Schedule form will be applicable for the first year. For the second, third and fourth year, the rates will be adjusted by a fixed 2% rate of inflation per year.

I.e.

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

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

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

2.4 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 geotechnical engineering work justifies additional firms being added to the list, the NCC reserves the right to "replenish" the list of SOAs by offering an SOA to another firm.

The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next highest ranked firm(s)' as per rankings established under Section 6.4 (Proponent Total Score) of this document.

Firms offered 'replenishment' SOAs after the initial award of SOAs to previous holders will be offered an adjustment of their hourly rates according to formulae utilized in 2.3 (Future Adjustment to Fees).

2.5 Evaluation of Consultants

The NCC will evaluate the quality and performance of the Consultant's services and deliverables for each project. The Consultant Performance Evaluation Form is available in Appendix 3. The NCC reserves the right to cancel any SOA if the performance of the Consultant is evaluated to be non-satisfactory or unacceptable.

2.6 SOA Expenditure Limits

The SOA is intended for use on small and medium scale projects. The maximum all-inclusive amount payable for any one purchase order (call-up) shall be **\$250,000.00** including all fees, disbursements, sub-consultant costs and applicable taxes.

The NCC may request quotations from several or all firms within the SOA if the initial estimate of the work exceeds \$100,000.00 and up to a limit of \$250,000.00 CDN, including all fees, disbursements, sub-consultant costs and applicable taxes.

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

2.7 Eligibility for Standing Offer Agreements

The NCC reserves the right to refuse the submission of any Proponent that it finds does not meet the mandatory requirements. This section outlines the mandatory requirements:

2.7.1 Mandatory requirements

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

Note: these are requirements of the SOA and not of the proposal specifically. For the mandatory requirements in response to this RFSO, please consult section 6.2.1.

- a. Be registered with the Ordre des Ingénieurs du Québec (OIQ) and/or the Professional Engineers of Ontario (PEO);
- b. Must include Geotechnical Engineers licensed, or eligible to be licensed, certified, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the provinces of Ontario and Québec. The only authorities which can validate the eligibility to be licensed of an Engineer is the OIQ and PEO.
- c. Must offer geotechnical engineering consulting services as one of their primary areas of engineering expertise.

- d. Must meet and maintain the requirements outlined in the Security, Access, Confidentiality, and Safeguarding Clauses (see Appendix 4). The NCC reserves the right to cancel SOAs held by firms that fail to uphold any of the security levels or conditions outlined in Appendix 4.
- e. Must have the ability to collect soil samples for quality analysis under provincial and federal guidelines as part of the geotechnical investigations. Must employ a QPESA to be able to provide soil quality interpretation, as well as recommendations for soil re-use and off-site disposal.
- f. The Consultant shall be familiar with the Federal Heritage Buildings Review Office (FHBRO), the Federal Land Use and Design Transaction Approval (FLUDTA) process, land access permit and the implications of their work with respect to the Canadian Environmental Protection Act.

2.7.2 Partnerships

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

- a) Is recognized by the OIQ and PEO.
- b) Meets the requirements outlined in section 2.7.1.
- c) Meets the requirements of the NCC legal and procurement directorates.

2.7.3 Urgent services

Occasionally, Consultants may be expected to provide services within little or no delay. All Consultants must be in a position, by way of the firm's Core Team (see Section 2.9), to provide immediate response when called upon, as follows:

- a. Be capable of attending meetings or briefings remotely, at NCC offices or on site, within 14 working hours of being requested.
- b. When called upon for construction related services, be capable of being on the construction site within 4 working hours of being requested.
- c. Be capable of rendering construction review and supervision services on a daily basis if/when called upon by the NCC Design Lead (NCC DL).

2.8 Roles and Authorities

2.8.1 Design Lead

The NCC will appoint a Design Lead who:

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

- c. Is required to be kept informed at all times of the progress of the work and of any problems and/or potential changes to the scope, cost, schedule, quality of work, communications, or risks immediately as they occur.
- d. In conjunction with NCC's Contracting Authority call up purchase order (PO) approval, the NCC Design Lead is the only one with authorization for any change to the scope, cost or schedule of the Consultant's call up PO.

2.8.2 Consultant's Project Manager

The Consultant shall appoint a Project Manager who:

- a. Will be the Consultant's principal contact for the duration of the call-up.
- b. Has full authority to act on behalf of the NCC on all aspects of the work except scope, cost and schedule changes (unless explicitly stated elsewhere in this RFSO document or additional direction is given by the NCC Design Lead).
- c. 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.

2.8.3 Standing offer Authority

The Standing Offer Authority is:

Stacy Semé

Senior Contract Officer

National Capital Commission

Telephone: 343-553-5682

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

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

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

For this SOA to work most effectively, the NCC requires the Consultants to have a 'Core Team' able to provide year-to-year continuity in servicing the NCC's project work. The Consultant's 'Core Team' shall be comprised of persons able to undertake the roles and responsibilities of the following classifications (refer to Appendix 5 for description of these classification levels):

- a. Engineer Level F
- b. Engineer Level E

- c. Engineer Level D
- d. Technologist Level D
- e. Draftsperson / CAD Operator
- f. Construction Supervisor

Note: All sub-consultants must meet NCC requirements and be approved by the NCC. Any replacement or addition of members in the Core Team should be submitted for review and approval by the NCC.

2.10 Insurance

2.10.1 Errors and Omissions Insurance

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

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

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

2.10.2 Liability Insurance

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

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

2.10.3 Sub-Consultants

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

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

2.10.4 Insurer Responsibilities

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

2.10.5 Insurance Coverage

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

2.11 Safety, Security and Confidentiality

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

2.12 Formatting, Labelling and Handling of Documents

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

All drawings and sketches submitted to the NCC must be in AutoCAD 2019 or later version.

Electronic copies of all such documents must be transferred to the NCC at completion of projects or information must be made available to the NCC Design Lead (DL) for downloading.

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

See Appendix 6 for NCC's requirements with regards to the formatting, labelling and handling of documents for these SOAs.

2.13 Project Communications

The Consultant shall represent the NCC's interests to the full extent that communications may be reasonably required between the NCC, the Consultant, and any other party.

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

2.14 Stakeholders

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

3 CONDITIONS & PROCEDURES FOR PURCHASE ORDERS

3.1 Initiating a Standing Offer Agreement Purchase Order

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

The NCC retains the right to award concurrent and/or consecutive purchase orders to other Consultants (i.e. purchase orders will not necessarily be awarded on a rotational basis). The NCC will evaluate its geotechnical work on a case-by-case basis in order to ensure that purchase orders are awarded to Consultants best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific NCC schedules and objectives, or the level of security clearance required, among others.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. The NCC cannot guarantee the number or cumulative value of purchase orders Consultants will receive in any given year or for the duration of the SOA. The NCC's objective will be to:

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

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

3.1.1 Initial contact

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

- a) The NCC Design Lead will have already prepared a written Terms of Reference (TOR) for the work request, to which the Consultant will provide a proposal against a call-up.
- b) The NCC Design Lead may request that the Consultant confirm the work request details back to the NCC in a proposal against a call-up.

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

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

- a. Detailed description of the scope of work and deliverables.
- b. List of staff assigned to the project (including the Consultant PM and their direct contact information) and a breakdown of time allocated to each (this applies to in-house staff and sub-consultant(s), if applicable).
- c. Timeframe to complete the project work.
- d. Fees, expenses and total cost of the call-up.

3.1.3 Proposal Review

The proposal against a call-up shall be submitted to the NCC 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.

3.1.4 Approved Proposal

The Consultant's work cannot proceed until NCC Procurement has issued a PO for the call-up.

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

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

The NCC reserves the right to:

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

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

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

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

Notes:

- a) Expenses associated with the work must be included in the hourly rates of Core Team members (described in Section 2.9).
- b) Offers of service for individual call-ups must recognize that where an Consultant plans on using staff for more than one staff classification, the hourly rate applied to tasks will be determined by the task being undertaken (e.g. if the Consultant chooses to use a Senior Engineer to do Construction Supervisor tasks, the hourly rate payable for these tasks shall be that of the Construction Supervisor).
- c) Hourly rates must include or exclude disbursements as detailed in Section 5.3.
- d) Consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each PO to enable the NCC to verify, if and when required, the time-cost of the Consultant's and sub-consultant's work.

3.3 Consultant acting as Prime

When Consultants are required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants, their proposal for call-up shall include the following as separate line items:

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

Notes:

- a) Consultants and their sub-consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each PO to enable the NCC to verify, if and when required, the time-cost of the Consultant's work.
- b) The NCC reserves the right to award POs as 'lump sum' contracts.
- c) The NCC reserves the right to request cash flow projections on individual call-ups to facilitate reporting of quarterly accruals and projected costs-to-year-end.
- d) The contract amounts shown for any PO will be adjusted and reduced to reflect any de-scoping in the work requested by the NCC. Adjustments (i.e. change orders) are to be confirmed in writing by the NCC Design Lead.

3.4 Invoicing

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

The performed services will be invoiced according to the hourly basis fee schedule to an upset limit in accordance with the amount negotiated in each call-up TOR/consultant proposal. Hourly rates and other fees must be in accordance with those quoted in the firm's SOA proposal or, in the case of sub-consultant work, amounts based on sub-consultant proposals and pre-approved by the NCC Design Lead. 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 and authorized in writing by the NCC before the execution of said

work. The NCC will not compensate the Consultant for additional work undertaken without the prior written authorization of the NCC Design Lead.

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

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

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 call-up (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.

4 SCOPE OF WORK

4.1 Description

The work has been separated into five (5) areas consisting of general services, investigations and studies, design development, consultant services during and after construction, and resident engineering services.

Geotechnical Consultants may work as a member of a multidisciplinary team (e.g. architecture, landscape architecture, structural, civil, electrical and mechanical engineering, industrial design).

Note: Reports, presentation material and tender documents, including design drawings and specifications, are required in both official languages unless otherwise indicated by the NCC Design Lead. The successful Proponent and sub-consultant(s) shall be responsible for all errors and omissions related to the translation provided. The NCC shall not pay for any costs associated with translation errors and/or corrections. The NCC may request that the Consultant replace the firm or individuals providing this service should translation errors persist.

Geotechnical consulting engineering services for the NCC are typically related to one or more of the following areas:

1. Building, bridge and other foundations

2. Free-standing and retaining walls
3. Dams, dikes and weirs
4. Soil erosion, geology, slope failures
5. Soil reinforcement and anchoring
6. Rock riveting and anchoring
7. Transportation infrastructure, such as bridges and culverts
8. Roadway structures and pavement,
9. Multi-use pathways and bike paths, including stone dust or permeable paver style
10. Subsurface contamination
11. Hydrogeology, surface drainage systems (ditches, canals)
12. Wells and septic systems

Some of the work may involve the rehabilitation and/or restoration of buildings, including Official Residences, which may have heritage designation or value. The latter will require security clearance for their personnel.

Notes: The consultant must be familiar with the Federal Heritage Buildings Review Office (FHBRO), the Federal Land Use, Design and Transaction Approval (FLUDA) process and the implications of their work with respect to the Canadian Environmental Protection Act.

4.2 General Services

4.2.1 Schedules

The Consultant shall provide a baseline schedule for project implementation, to be included in the proposal submitted for a given call-up. Once a proposal and fee for a given call-up has been agreed upon with the NCC Design Lead, the Consultant shall update this schedule on a regular basis and advise the NCC Design Lead of any deviations without delay. All tasks shall be indicated, linked and critical activities highlighted. The schedule baseline and updates shall be presented by the Consultant PM on a monthly basis (if not more frequently) and reviewed and approved by the NCC Design Lead. The Consultant shall be responsible to provide adequate resources to adhere to the approved baseline of, and approved variations to, the schedule.

4.2.2 Quality Management

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

4.2.3 Reports and Meetings

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

4.3 Investigation and Studies

SOA call-ups may involve investigation, studies, and associated research and analysis. Typical studies could involve feasibility studies regarding all aspects of work cited above in relation to proposed real estate developments. The consultant should use their best professional judgement and suggest changes to study scope based on in the field observations. The activities will vary by project and could include, but are not limited to, the following:

- Identification of requirements and issues
- Study and recommendations regarding the impact of proposed geotechnical related works or interventions
- Data collection
- Monitoring, analysis, and diagnosis of problems to be integrated into a condition assessment report
- Options identification, analysis, and elaboration, indicative cost estimates and preferred option recommendations
- Cost/benefit analysis and value for money assessment
- Participation in multidisciplinary review and co-ordination meetings
- Field work, including bore hole, soil testing and groundwater monitoring to determine design parameters, site conditions and constraints
- Materials sampling and testing
- Establishment of design criteria
- Interpretation of design criteria for other consultants and/or contractors engaged by the NCC for the project
- Preparation of final recommendations and reports

4.4 Design Development

SOA call-ups may involve professional Geotechnical advice, technical assistance, and complete design services, as required, to the NCC and its Consultant in support of preliminary designs, final designs, and preparation of working drawings, specifications, and other documents related to tender packages

Consultant will be provided with TOR defining project background, objectives, and preliminary/tentative scope of work for each individual project to be developed and implemented.

Activities could include, but are not limited to, the following:

- Undertaking investigations and field work to determine existing site conditions and constraints
- Establishing the location of existing underground works which may be affected
- Taking measurements of existing components, particularly when as-built drawings are not available
- Bore holes, Soil tests. Groundwater monitoring, Materials sampling and testing
- Collaborating with other consulting firms and interpreting, analyzing, and integrating their report results into designs
- Developing working drawings and providing design details, including design calculations
- Submitting preliminary and detailed designs, including calculations (related to design assumptions, loads and factors, output from software analysis, calculation methods and notes, standards, etc.) for review, and incorporating changes as directed by the NCC.
- Preparing preliminary design reports (or assisting others in their preparation, as applicable), including analysis and comparison of design alternatives
- Preparing technical specifications in accordance with the NCC's standard specifications format
- Preparing quantity estimates (preliminary for options and detailed for preferred option)
- Preparing cost estimates (preliminary for options and detailed for preferred option)
- Preparing other documents related to tender packages
- Reviewing and approving shop drawings
- Coordinating and integrating design components from all disciplines into a coherent design
- Participating in multidisciplinary design review and co-ordination meetings

- Scheduling and attending meetings and preparing agendas and minutes for said meetings

4.5 Services During and After Construction

The NCC might have in-house procurement and construction management staff to manage the tendering, audit, award, and implementation of construction contracts. Consultant Services During and After Construction (CSDAC) shall be provided when requested, as determined by and under the direction of the NCC Design Lead. The objective of CSDAC is to ensure that the construction work conforms to the intent of the contract documents.

CSDAC activities will vary project to project, and may include, but are not limited to, the following:

- Providing advice to the NCC on questions posed by prospective tenderers during the tender period
- Preparing addendum, reviewing tenders received, cost analysis, and if/when requested by the NCC, providing recommendation for contract award during and after the tender period
- Comparing construction work to contract requirements in relation to workmanship, material, and schedule
- Discussing and reviewing construction procedures to be used by the Contractor
- Advising on alternative construction methods or material proposed by the Contractor
- Reviewing and verifying drawings and proposed construction methods as warranted to ensure compliance of the Contractor's work with design requirements and best safety practices and regulations
- Modifying designs and contract documents, as required, to adapt to unexpected field conditions
- Visiting site to evaluate work progress and their compliance to construction contract
- Reviewing and/or processing progress and final payment certificates
- Attending and participating in project meetings, including preparing and distributing meeting minutes
- Preparing and submitting work progress reports at least every two weeks
- Reporting cost and schedule deviations to the original budget and schedule, and proposing solutions to remediate said deviations
- Modifying design as required to adapt to unexpected field conditions
- Preparing and/or processing change notices and change orders, as required
- Reviewing and approving shop drawings
- Borehole sampling and testing, Consultant should share with the NCC a shape file with the locations and names of the boreholes. Shape file should be referenced in UTM And 83 as per NCC standards.
- Material sampling, testing, and evaluation including:

- Compaction tests for fill, embankments, and sub-grade
- Quality control during concrete pours with slump tests, concrete test cylinders, mortar, grout, and masonry testing
- Asphalt testing and inspection
- Sampling and analyzing subsurface contamination
- Advising the PM and CM as to whether the product or work complies with geotechnical direction provided and good practices, and whether it is “fit for purpose”
- Certifying substantial and/or final completion in accordance with the *Construction Lien Act*
- Preparing “as built” drawings using the latest version of “AutoCAD” and providing e-transmit packages.
- Reviewing all operations and maintenance manuals with the assistance of the Resident Engineer
- Advising the NCC Design Lead and NCC Project Manager as to whether the product or work complies with direction provided and good practices, and whether it is “fit for purpose”
- Acceptance and commissioning support

4.6 Resident Engineering Services

The complexity of certain projects and the limited availability of NCC engineering and construction management resources may present the need to engage a Resident Engineer. The duties of the Resident Engineer may include, but are not limited to, the following:

- Ensuring the Contractor abides by the terms of their contract, and relevant codes and legislation.
- Ensuring that the Contractor has obtained all required permits
- Liaising with external organizations for work coordination
- Approving the installation of warning signs pertaining to construction and traffic safety
- Approving the installation of structural elements in relation to geotechnical work
- Verifying vertical and horizontal alignments, as laid out by the Contractor
- Comparing construction work to contract requirements in relation to workmanship and schedule
- Arranging, preparing, and shipping for testing materials supplied by the Contractor
- Carrying out on-site tests to verify compliance and prepare reports containing test results
- Approving quantity and quality of materials received
- Approving traffic detours, signage and signalization plans
- Compiling quantity survey notes, diaries, records and reports substantiating payment certificates

- Keeping a daily log on temperature, labour, equipment, progress of work performed, requests for guidelines, site instructions, site inspections, tests, significant developments, visitors, security and safety incidents, etc.
- Arranging and leading meetings and issuing records of discussion
- Keeping photographic records of various phases of construction
- Reviewing and preparing progress and final payment certificates
- Investigating, reporting and advising on unforeseen circumstances
- Observing, recording, and overseeing correction of deficiencies
- Carrying out inspections after the contractor has achieved levels of completion and submitting reports at conclusion of construction, at the end of the maintenance period, and as part of the acceptance program
- Participating in, and advising throughout, commissioning process
- Creating and maintaining a record of “as built” conditions
- Reviewing and coordinating of all operations and maintenance manuals with the assistance of the original designer

5 RESPONDING TO THIS RFSO - THE PROPOSAL

The NCC shall:

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

5.1 Contents of the Proposal

The Proponent is required to submit their proposal in two (2) separate emails, in the manner described below. The maximum email size is 30 MB.

The Technical Proposal (email #1) shall contain:

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

The Financial Proposal (email #2) shall contain:

- a) One (1) electronic copy in Adobe pdf format of Appendix 7 Fee Schedule.
Note: The Financial Proposal cannot be part of the Technical Proposal electronic copy.

5.2 The Technical Proposal (email #1)

5.2.1 Format and Quantities

- a) Technical Proposals must not exceed:
 - I. 100 single-faced sheets of letter (8.5"x11") size, or
 - II. 50 double-faced sheets of letter (8.5"x11") size, or
 - III. 50 single-faced sheets of executive (11"x17") size, or
 - IV. 25 double-faced sheets of executive (11"x17") size.

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

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

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

Note:

- a) Individual CVs are limited to no more than 3 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 ½"x11") size page.

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

Technical Proposals in electronic Adobe pdf format must encompass all accompanying graphics, photographs, company profiles, CVs etc submitted to the NCC.

Pages in the proposal are to be numbered.

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

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

5.3 The Financial Proposal (email #2)

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

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

The Financial Proposal shall include one (1) signed electronic copy in Adobe pdf format of the Fee Schedule (Appendix 7).

5.3.2 Hourly Rates

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

- a. Engineer Level F
- b. Engineer Level E
- c. Engineer Level D
- d. Technologist Level D
- e. Draftsman/CAD Operator
- f. 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 Financial Schedule (Email #2) submitted to the NCC.

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

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

Note that the Proponent may assign the same individual to carry out the duties of more than one staff classification. For example, the Consultant's employees may be billed out at lower rates if they are fulfilling those duties (but not at rates higher than their actual classification). In any case, the Consultant's proposal and invoicing shall reflect the classification-specific hourly rates applicable to the work and that is most cost effective for the NCC.

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

5.3.3 Disbursements Included in Hourly Rates

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

- a. Travel and travel-related expenses within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - I. Travel time
 - II. Travel fare
 - III. Mileage
 - IV. Parking fees
 - V. Taxi charges
- a. Reproduction and delivery costs of drawings, CAD files, specifications and other technical documentation specified in the TOR.
- b. Standard office expenses: Photocopying, computers, internet, cellular phones, long-distance telephone calls and faxing (including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices).
- c. Courier and delivery charges for deliverables specified in the TOR.
- d. In-house computer workstations
- e. Plotting charges
- f. Presentation materials
- g. Rental of office space

5.3.4 Disbursements not included in Hourly Rates

The following disbursements are not to be included in the hourly rates. When pre-approved by the NCC 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.
- 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.

6 PROPOSAL EVALUATION

6.1 Evaluation Process

The evaluation process will involve the following phases:

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

6.2 Technical Proposal Evaluation

- a. To be declared responsive, a proposal must:
 - i. Comply with all the requirements of the solicitation;
 - ii. Meet all mandatory requirements; and
 - iii. Obtain the required minimum of 70 points overall (on a scale of 100 points) for the technical evaluation based on the Rated Requirements of Subsection 6.2.2 (Rated Requirements).
- b. Proposals not meeting requirements (i), (ii) and (iii) will be declared non-responsive.
- c. All technical proposals will be reviewed for basic eligibility by NCC Procurement. All proposals deemed eligible will then be evaluated by NCC's Technical Evaluation Committee, according to the criteria described in Subsection 6.2.1.
- d. The Technical Evaluation Committee will be comprised of no fewer than three (3) engineers currently working with the federal government in the design and construction field, and, overseen by a fairness monitor from Procurement Services.
- e. Technical evaluation of the proposal will be completed in accordance with the clauses contained in the RFSO document and evaluated based on the following rated requirements and Evaluation Criteria.

6.2.1 Mandatory Requirements

ID	MANDATORY REQUIREMENTS	COMPLIANT (YES OR NO)	REFERENCE TO TECHNICAL BID (PAGE NUMBER)
M1	Firms must be registered with the Ordre des Ingénieurs du Québec (OIQ) and/or the Professional Engineers of Ontario (PEO)		
M2	Firms must include Geotechnical Engineers licensed, or eligible to be licensed, certified, or otherwise authorized to provide the necessary professional services to the full extent that may be required by provincial or territorial law in the provinces of Ontario and Québec. The only authorities which can validate the eligibility to be licensed of an Engineer is the OIQ and PEO.		
M3	Firms must offer geotechnical engineering consulting services as one of their primary areas of engineering expertise.		

6.2.2 Rated Requirements

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

6.2.2.1 Rated Requirement 1 – Organizational Structure

The Proponent shall provide:

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

Structure of Response:

- The organizational structure should be presented graphically and focus on all personnel who will be providing services for this SOA.
- Each member of personnel should be shown with their respective title, anticipated role in providing services, their proposed category level (see Section 2.9) and discipline.
- To provide context to the organizational structure, the Proponent should provide an accompanying brief description of the identified roles and rationalize the selection of personnel assigned to fulfill them.

Evaluation Criteria for Rated Requirement 1:

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

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
1A	How well the Proponent's organizational structure demonstrates their ability to provide for the needs of this SOA. This includes having an organizational structure that effectively facilitates the provision of services, with clearly defined lines of communication and the illustration of all relevant positions that will be directly providing services.	6.0
1B	How clearly the Proponent has identified roles and respectively assigned personnel that are expected to provide for the needs of this SOA. The roles are well defined and relevant to providing services as defined throughout the RFSO, and that the personnel assigned to each role has a relevant combination of experience, training, and competencies to fulfill that role.	6.0
1C	How well the Proponent demonstrates that they have the capacity, in numbers and expertise, to provide the services under each discipline (including sub-consultants) of this SOA.	6.0
	TOTAL	18.0

6.2.2.2 Rated Requirement 2 – Service Management

The Proponent shall provide:

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

Structure of Response

General statements that do not convey the day-to-day activities that will take place will not receive the same amount of consideration as specific statements. For example, general statements such as “we follow the highest engineering standards available to ensure our deliverables are of a high quality”, will receive less consideration than more detailed statements such as “our quality process includes the review of all deliverables prior to submission, which entails these specific steps carried out in these specific ways...”.

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

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
2A	How the Proponent proposes to provide and manage their service throughout a call-up. The approach is proportional, applicable, and holistically addresses the services required and types of projects listed in the RFSO.	9.0
2B	How the Proponent’s proposed quality control process is expected to consistently ensure high quality deliverables under this SOA. The quality control process is systematic and specific to the deliverables required.	9.0
	TOTAL	18.0

6.2.2.3 Rated Requirement 3 – Example Projects

The Proponent should provide the following, having reached substantial performance in the last 3 years (36 months):

- Three (3) examples of projects for which the Proponent has provided Geotechnical engineering service which have reached substantial performance at the issuance date of this RFSO as stated on its cover page at the time of proposal submission.
- At least (1) of the example projects should demonstrate engineering services provided in a heritage facility or environment that has been identified as such by the FHBRO or another government organization at the provincial or municipal level (refer to 3E below for additional information).
- The Proponent must possess direct knowledge and experience on the example projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a Joint Venture Proponent.
- Only the first three (3) projects listed in sequence will be rated and evaluated.

Structure of Response:

- A general description of the project, including the purpose, goals, and other relevant information as applicable to provide context.
- Start and end dates, plus original end date.
- A detailed description of the services provided by the Proponent.
- Cost of the Geotechnical services provided by the Proponent.
- Information on the personnel who provided services on the project, including name, discipline, whether or not they are still employed by the Proponent, whether or not they will be providing services for the SOA, role, responsibilities and services provided.
- Client reference information per project, including the title of the reference, a valid mailing address, a valid email address and a valid telephone number.

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

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

Evaluation Criteria for Rated Requirement 3:

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

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
3A	To what extent the proposed Personnel for this SOA participated and contributed to the services provided for in the example projects (how many projects the personnel provided services for, the duration the personnel worked on those projects, what and how much was contributed).	6.0
	TOTAL	6.0

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

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
3B	To what extent the example projects are similar in context, complexity and scope to those anticipated to occur under this RFSO.	18.0 (6.0 pts/project)
	TOTAL	18.0

6.2.2.4 Rated Requirement 4 – Personnel Expertise and Experience

The Proponent should provide:

- Curriculum Vitae (CVs) of four (4) in-house personnel who will perform the majority of services for call-ups resulting from this SOA (refer to 4C, 4D and 4E for additional information).
- Only the first four (4) CVs listed will be rated and evaluated while any other submitted CVs will not be evaluated or rated by NCC.
- The submitted CVs should include individuals at a proposed Senior, Intermediate, Junior, and other category levels, as defined in the RFSO (refer to 4A and 4B below for additional information).

Note:

- In-house personnel refer to personnel that are employed by the Proponent's organization and includes, where the Proponent is a partnership, the partners forming the partnership. Expertise and experience of personnel not within the Proponent's or Joint Venture Proponent's organization will not be considered in the evaluation.
- Should there be a replacement of personnel, the new CSs shall be resubmitted to NCC to be evaluated, to ensure the SOA holders scores remain the same for the duration of this SOA.

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

- Details about the personnel, including their discipline, category level, accreditation(s), years of engineering experience and work location.
- Other details about the personnel such as specializations, accomplishments, memberships, etc.
- A description of the role the personnel will fulfill and the services the personnel will provide towards any call-ups issued under this SOA.
- The personnel's work experience, which should include for each project or activity: title, role in the project or activity, dates the services were performed, a brief description of the project or activity, along with the personnel's responsibilities and provided services

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

Evaluation Criteria for Rated Requirement 4:

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

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
4A	To what extent the submitted CVs present a team of individuals having a range of expertise and experience for projects that are similar to those that will be carried out under this Standing Offer Agreement.	8.0
4B	To what extent the submitted CVs present a team of individuals having a balanced representation of junior, intermediate and senior levels.	8.0
	TOTAL	16.0

Additionally, each of the CVs will be individually evaluated in accordance to the following:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)
4C	The extent that the personnel's work experience demonstrates they have provided services that are similar to those that will be carried out under this Standing Offer Agreement.	8.00 (2.0 pts / C.V.)
4D	The extent that the personnel's work experience demonstrates they have performed a range of projects (based on varying complexity, budget, schedule, importance etc.) similar to the Required Services listed in the Request for Standing Offer.	8.00 (2.0 pts / C.V.)
4E	To what extent the Personnel participated and contributed to the projects listed in their work experience.	8.00 (2.0 pts / C.V.)
	TOTAL	24.0

6.2.3 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.

	0 %	20%	40%	60%	80%	100%
	Incomplete	Inadequate	Weak	Acceptable	Good	Strong
Organizational Structure (Rated Requirement 1A)	Did not submit information which could be evaluated.	Extremely poor, insufficient organizational chart(s); lacks complete or almost complete understanding of the required organizational structure in order to deliver the service requirements.	Limited organizational chart(s); has some understanding of the required organizational structure but lacks adequate understanding of the required organizational structure in order to deliver the service requirement.	Adequate organizational chart(s); demonstrates a good understanding of the required organizational structure in order to deliver the service requirements.	Very good organizational chart(s); demonstrates a very good understanding of the required organizational structure in order to deliver the service requirements.	Superior organizational chart(s); demonstrates an excellent understanding of the required organizational structure in order to deliver the service requirements.
Organizational Structure (Rated Requirement 1B)	Did not submit information which could be evaluated.	Extremely poorly assigned roles and respectively assigned personnel; lacks complete or almost complete understanding of the required experience, training, and competencies to fulfill that roles in order to deliver the service requirements.	Limited assigned roles and respectively assigned personnel; has some understanding of the required experience, training, and competencies to fulfill that roles in order to deliver the service requirements.	Adequate assigned roles and respectively assigned personnel; demonstrates a good understanding of the required experience, training, and competencies to fulfill that roles in order to deliver the service requirements.	Very good assigned roles and respectively assigned personnel; demonstrates a very good of the required experience, training, and competencies to fulfill that roles in order to deliver the service requirements.	Superior assigned roles and respectively assigned personnel; demonstrates an excellent understanding of the required experience, training, and competencies to fulfill that roles in order to deliver the service requirements.

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Organizational Structure (Rated Requirement 1C)	Did not submit information which could be evaluated.	Extremely poor capacity, in numbers and expertise; lacks complete or almost complete capacity requirement in order to deliver the service requirements.	Limited capacity in numbers and expertise; has met some capacity requirement in order to deliver the service requirements.	Adequate capacity in numbers and expertise; demonstrates meeting most of the capacity requirement required in deliver the service requirements.	Very good capacity in numbers and expertise; demonstrates meeting all of the capacity requirement required in order to deliver the service requirements.	Superior capacity in numbers and expertise; demonstrates exceeding most of the capacity requirement required in order to deliver the service requirements.
--	--	---	--	---	--	--

	0 %	20%	40%	60%	80%	100%
	Incomplete	Inadequate	Weak	Acceptable	Good	Strong
Service Management (Rated Requirement 2A)	Did not submit information which could be evaluated.	Poor and insufficient plan; lacks complete or almost complete understanding of the planning requirements in order to deliver the service requirements.	Limited plan; has some understanding of the requirements but lacks adequate understandings in some areas of the planning requirements in order to deliver the service requirements.	Adequate plan; demonstrates a good understanding of the planning requirements in order to deliver the service requirements.	Very good plan; demonstrates a very good understanding of the planning requirements in order to deliver the service requirements.	Superior plan; demonstrates an excellent understanding of the planning requirements in order to deliver the service requirements.
Service Management (Rated Requirement 2B)	Did not submit information which could be evaluated.	Poor and insufficient quality control process or almost lacks complete understanding of the systematic quality control process required in order to ensure high quality deliverables.	Limited quality control process or has some understanding of the systematic quality control process required in order to ensure high quality deliverables.	Adequate quality control process or has good understanding of the systematic quality control process required in order to ensure high quality deliverables.	Very good quality control process or has very good understanding of the systematic quality control process required in order to ensure high quality deliverables.	superior quality control process or has excellent understanding of the systematic quality control process required in order to ensure high quality deliverables.

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

	0 %	20%	40%	60%	80%	100%
	Incomplete	Inadequate	Weak	Acceptable	Good	Strong
Example Project (Rated Requirement 3A)	Did not submit information which could be evaluated.	Proposed Personnel for this SOA did not participate and contribute to the services provided for in the example projects service requirements.	Proposed Personnel for this SOA participated and contributed very little to the services provided for in the example projects in order to deliver the service requirements.	Personnel for this SOA participated and contributed mostly and provided services in some areas of the provided example projects but were not directly involved.	Personnel for this SOA participated and contributed directly to the services provided for in the example projects service requirements.	Personnel for this SOA participated and lead the services provided for in the example projects as principal consultants.
Example Project (Rated Requirement 3B)	Did not submit information which could be evaluated.	Sample project examples do not relate to this requirement.	Majority of sample project examples are not related to this requirement.	Majority of sample project examples are related to this requirement.	Sample project examples are directly related to this requirement.	Superior sample project examples that are directly related to this requirement.

	0 %	20%	40%	60%	80%	100%
	Incomplete	Inadequate	Weak	Acceptable	Good	Strong
Personnel expertise and experience (Rated Requirement 4A)	Did not submit information which could be evaluated.	Team proposed does not demonstrate a range of expertise and experience for services that will be carried out under this SOA.	Team proposed demonstrates a limited range of expertise and experience for services that will be carried out under this SOA.	Team proposed demonstrates adequate range of expertise and experience for services that will be carried out under this SOA.	Team proposed has vast range of expertise and experience for services that will be carried out under this SOA.	Excellent team proposed that exceeds the expertise and experience required for this SOA. Team has history of producing exceptional results for projects similar to what will be required on this SOA.

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Personnel expertise and experience (Rated Requirement 4B)	Did not submit information which could be evaluated.	Team proposed does not have a balance of experience equivalent of junior, intermediate, and senior levels.	Team proposed does not have sufficient balance of experience equivalent of junior, intermediate, and senior levels.	Team proposed has sufficient balance of experience equivalent of junior, intermediate, and senior levels.	Team proposed has very good balance of experience equivalent of junior, intermediate, and senior levels.	Team proposed has superior balance of experience equivalent of junior, intermediate, and senior levels.
Personnel expertise and experience (Rated Requirement 4C)	Did not submit information which could be evaluated.	Personnel proposed does not demonstrate experience in providing services similar to the requirements of this SOA.	Personnel proposed demonstrates limited experience in all components or overall experience is weak in providing services similar to the requirements of this SOA.	Personnel proposed demonstrates adequate experience and covers most components in providing services similar to the requirements of this SOA.	Personnel covers all components and meets experience in providing services similar to the requirements of this SOA.	Personnel has worked successfully and exceed the experience requirements in providing services similar to of this SOA.
Personnel expertise and experience (Rated Requirement 4D)	Did not submit information which could be evaluated.	Personnel proposed does not demonstrate that they have experience in providing services for a range of projects similar to the requirements of this SOA.	Personnel proposed demonstrates that they have limited experience in providing services for a range of projects similar to the requirements of this SOA.	Personnel proposed demonstrates adequate experience in providing services for a range of projects similar to the requirements of this SOA.	Personnel proposed has very good experience in providing services for a range of projects similar to the requirements of this SOA.	Personnel proposed has superior experience in providing services for a range of projects similar to the requirements of this SOA.
Personnel expertise and experience (Rated Requirement 4E)	Did not submit information which could be evaluated.	Personnel proposed participated negligibly in the projects listed in their work experience.	Personnel proposed participated a little in the projects listed in their work experience.	Personnel proposed participated actively in the projects listed in their work experience.	Personnel proposed actively lead the projects listed in their work experience.	Personnel proposed was the principal consultant for the projects listed in their work experience.

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

CRITERION	POINTS	RATING
1A	6.0	0 – 100%
1B	6.0	0 – 100%
1C	6.0	0 – 100%
2A	9.0	0 – 100%
2B	9.0	0 – 100%
3A	6.0	0 – 100%
3B	18.0 (6.0 per project)	0 – 100%
4A	8.0	0 – 100%
4B	8.0	0 – 100%
4C	8.0 (2.0 per CV)	0 – 100%
4D	8.0 (2.0 per CV)	0 – 100%
4E	8.0 (2.0 per CV)	0 – 100%
Total	100	

6.3 Fee Proposal Evaluation

Following the technical evaluation, fee proposals will be evaluated for proponents that meet or exceed the minimum cumulative score of no less than 70/100 points overall for the technical evaluation.

The fee proposals will be evaluated as per Appendix 7 – Fee Schedule.

Price Rating will be determined by prorating the bid price against the lowest price of compliant proposals. The following methodology will be used to calculate price score:

$$\text{Price Rating} = \frac{\text{Lowest bid price}}{\text{Bid price}} \times 30$$

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

6.4 Proponent Total Score

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

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

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

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

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

Example:

PROPONENT	TECHNICAL RATING	RATING HIGHER THAN 70%	TECHNICAL PERCENTAGE OF TOTAL TECHNICAL SCORE	FINANCIAL RATING	FINANCIAL PERCENTAGE OF TOTAL SCORE	FINANCIAL SCORE	TOTAL SCORE	RANKING	
A	75	OK	70 %	52.5	30 000,00 \$	30 %	15.0	67.5	4
B	70	OK	70 %	49	25 000,00 \$	30 %	18.0	67.0	5
C	87	OK	70 %	60.9	15 000,00 \$	30 %	30.0	90.9	1
D	95	OK	70 %	66.5	30 000,00 \$	30 %	15.0	81.5	2
E	95	OK	70 %	66.5	40 000,00 \$	30 %	11.25	77.75	3
F	69	Disqualified							

6.5 Determination of Firms to be Offered a Standing Offer Agreement

The NCC may select a maximum of six (6) highest-ranked firms that, subject to an NCC Procurement review, will be offered an SOA.

Appendix 1 **General Conditions – Professional and
Consulting services**

GENERAL CONDITIONS – PROFESSIONAL AND CONSULTING SERVICES

GC1 Interpretation

1.1 In the contract

1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;

1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;

1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;

1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;

1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;

1.1.6 “prototypes” includes models, patterns and samples;

1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 Successors and Assigns

2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

GC3 Assignment

3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Chairman and any assignment made without that consent is void and of no effect.

3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the Commission or the Chairman.

GC4 Time of the Essence

4.1 Time is of the essence of the contract.

4.2 Any delay by the Contractor in performing the Contractor’s obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.

4.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to

prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

GC5 Indemnification

5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Commission of anything furnished pursuant to the contract.

5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission from exercising any other rights under law.

GC6 Notices

6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 Canadian Labour and Materials

7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

GC8 Termination or Suspension

8.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.

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

8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by

or to which the Contractor is subject with respect to the work.

8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the Chairman that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.

8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Chairman under the provisions of GC8 except as expressly provided therein.

GC9 Termination due to Default of Contractor

9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:

(i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

(ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

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

9.3 Upon termination of the work under GC9.1, the Chairman may require the Contractor to deliver and transfer title to the Commission, in the manner and to the extent directed by the Chairman, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

The Commission shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Commission, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the Commission pursuant to such direction. The Commission may withhold from the amounts due to the Contractor such sums as the Chairman determines to be necessary to protect the Commission against excess costs for the completion of the work.

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be kept by Contractor

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.

10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

GC11 Ownership of Intellectual and Other Property including Copyright

11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the Commission, and the Contractor shall account fully to the Chairman in respect of the foregoing in such manner as the Chairman shall direct.

11.2 Technical documentation shall contain the following copyright notice:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)

as represented by the Chairman of the National Capital Commission

11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the Commission. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the Commission any articles or things embodying such technical information and inventions.

11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the Commission for the purpose of registering the Commission's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the Commission pursuant to this section, to sign a release form in a form satisfactory to the Commission, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the Commission's use, or modification of the work.

GC12 Conflict of Interest

12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Commission Representative(s).

GC13 Contractor Status

13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Commission. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

GC14 Warranty by Contractor

14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

GC15 Member of House of Commons

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

GC16 Amendments

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

GC17 Entire Agreement

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

GC18 Compliance With On-Site Measures, Standing Orders, Policies and Rules

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

GC19 Applicable Laws

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

Appendix 2 **Supplementary Conditions – Professional and
Consulting Services**

SUPPLEMENTARY CONDITIONS - PROFESSIONAL AND CONSULTING SERVICES

SC1 Hours and Place of Work

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

SC2 No Additional Remuneration

2.1 It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in clause 3.1 of the contract and set out in greater detail in the Terms of Payment of the present contract.

SC3 Compliance with Legal Requirements

3.1 The Contractor himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present contract.

SC4 Responsibility of the Commission

4.1 The Chairman shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this contract.

SC5 Ownership of Documents

5.1 All documents submitted or prepared by him under the terms of the contract shall become the property of the Commission, which shall become the owner of the copyright.

5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than Commission personnel, unless expressly authorized by the Commission. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

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

5.4 The Commission shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

SC6 Copyright

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

SC7 Ownership of Inventions

7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the Commission, and he may not apply for a patent in connection with any inventions unless he has the written consent of the Commission.

SC8 Managers, Employees, Agents and Sub-contractors

8.1 The Contractor shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-contractors comply with the terms of the present supplementary conditions. Without limiting the general nature of the above, contractors shall include in all subcontracts arising from this contract, clauses which are similar to the general conditions and to these supplementary conditions, such clauses to be formulated in terms that are not less favorable to the Commission than their counterparts in the said general and supplementary conditions. The Contractor shall comply with these documents' and take any other actions required by the Chairman in order to fulfill the terms of the present clause.

SC 9 Use of NCC Geomatics Database

9.1 The Contractor may request through the NCC Project Manager the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.

9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.

9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.

9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.

9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.

9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.

9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material to the NCC Project Manager, or provide proof to the NCC that all copies of the database and related material have been destroyed.

Appendix 3

Consultant Performance Evaluation Form



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

PO number- N° de bon de commande	Project Number - N° du projet	NCC Portfolio – Portfolio de la CCN
----------------------------------	-------------------------------	-------------------------------------

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

Appendix 4

**Security, Access, Confidentiality, and
Safeguarding Clauses**

Security, Access Confidentiality and Safeguarding

Security Requirements

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

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

Security screening of individual

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

Fingerprinting

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

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

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

Responsibilities of the Company Security Officer (CSO)

The CSO responsibilities are the following:

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

In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

Ensure that only persons who have been security screened to the appropriate level and who are on a “need-to-know basis” will have access to information and assets;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

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

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

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

Access to site

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

Security of Information

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

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

Confidentiality and Safeguarding

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

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

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

Appendix 5

Job Classification Levels

Job Classification Levels

The following job classification guides categorize and detail the level of skill required of Consultant's professional staff and technologist staff when charging fees at hourly rates for the Project as the result of approved changes in the Work provided by the Consultant.

All staff levels proposed by the Consultant shall be approved by the NCC Design Lead. The Consultant shall submit to the NCC Design Lead, the following information in support of the Consultant's proposed staff classification level:

- Resumes, not included with the original proposal, for each staff member, including education levels and years of experience related to the type of work being undertaken;
- Each staff member's role in the Work; and,
- The Consultant's organizational chart, providing each staff member's supervisory role in the Consultant's organization.

Engineer – Level D:

Summary	Supervise a group of up to about 10 professional and/or non-professional technical people performing a variety of duties, normally in a single field of expertise.
Duties	Plan detailed methods of solving assigned problems. Delegate components to his staff and see the work through to meet schedules, and coordinate assignments with other groups. Prepare or have prepared design notes, drawings, specifications and occasionally prototypes or models. Prepare or have prepared cost estimates, studies and reports as required. Responsible for the maintenance of project related office files, equipment and procedures. Confer as required with senior professionals and management of his own company, occasionally with contractors, sub-consultants, and suppliers.
Recommendations, Decisions and Commitments	Recommendations will normally relate to alternatives to achieve the same purpose and are subject to review to ensure accordance with overall plans and company policies. Modify existing criteria as occasion demands by devising new approaches to the solution of problems. Errors could cause delays, possibly extending into areas where expenditures might be involved.
Supervision Received	Work under general direction and guidance following instructions relating to objectives, relative priorities and necessary co-operation with other units.
Leadership Authority	Make recommendations concerning selection and termination, and be responsible for the training, rating and discipline of his staff. Outline and assign work and review it for technical adequacy.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study with eight years of experience related to the type of work from the graduation level.

Engineer – Level E:

Summary	Supervise and direct a department of about 35 professional and non-professional staff or a small group of highly qualified professionals engaged in complex technical applications. Responsible for the planning and coordination of assigned projects
Duties	Participate in planning pertaining to project budget requirements. Conferring with clients, sub-consultants, contractors, or suppliers where coordination is important. Participate in preparation of various studies and reports. Assign work to his staff and see it through to meet schedules.
	Responsible for investigations and reports such as cost estimates, technical studies and unusual trouble analysis. Responsible for proper maintenance of project related office files, equipment and procedures.
Recommendations, Decisions and Commitments	Responsible for adequate analysis, sound interpretations and practical conclusions in project matters. Make responsible decisions on all matters under his jurisdiction. Errors in judgment could result in significant losses and might affect adversely relationships with clients.
Supervision Received	Work is generally assigned in terms of broad objective. Work is reviewed for accomplishment, policy, soundness of approach and general effectiveness.
Leadership Authority	Responsible for selection, termination, training and discipline of staff. Plan work, outlining more difficult problems and methods of approach.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study, with twelve years of experience related to the type of work from the graduation level usually including knowledge of more than one field of expertise or a high degree of specialization in one field.

Engineer - Level F:

Summary	Manage a large staff, administering and coordinating several professional, sub- professional and/or trades functions.
Duties	Work independently on broad general assignments with responsibility for planning associated activities, limited only by company policy. Devise ways of reaching project objectives in the most economical manner and of meeting any unusual conditions affecting work progress. Conduct the normal administrative functions of his activity. Act as professional consultant and adviser to the organization. Develop and maintain top-level contacts inside and outside the company.
Recommendations, Decisions and Commitments	Make responsible decisions without reference to his superiors. Implement approved major programs involving expenditures of large sums of money. Errors in judgment could cause grave losses.
Supervision Received	Work is reviewed for accomplishment, adherence to company policy, and co- ordination with other phases of company's operations.
Leadership Authority	Make decisions regarding the selection, development, rating, discipline and termination of staff. Review and evaluate technical work to ensure quality standards of organization are met. Select, schedule, and co-ordinate to attain program objectives.
Guide to Entrance Qualifications	Bachelor's degree in applicable field of study with a minimum of eighteen years professional experience related to the type of work, including responsible administrative duties.

Technologist - Level D:

Summary	Work at this level requires a high degree of autonomy, a wide professional experience and a thorough knowledge of various activities. May involve responsibility for varied and complex technical projects, specialization in a particular field or responsibility for the supervision of a team in one or many disciplines of a project.
Duties	Plans, organizes, and coordinates part of a project, writes documents and prepares drawings from design studies. Finds practical and economical solution to various problems requiring originality and ingenuity, participates in the development and implementation of work criteria, standards, procedures and methods, reviews and updates diagrams and calculations. Is expected to act as a fully operating specialist in all conventional aspects of the functional area of assignment.
Recommendations, Decisions and Commitments	Makes decisions and recommendations governed by general policy, exercises independent judgment, in the planning, organization and completion of assignments. Exercises initiative in adapting and applying procedures to address unusual problem situations and resolve most conflicts.
Supervision Received	Works under direction, receives general instructions including assignment deadlines and priorities. Recommendations are regarded as technically sound but are reviewed for adherence to standards and policies. Finished work is reviewed for attainment of objectives and effectiveness of results. Supervisor is involved in problems of major impact only.
Leadership Authority	As required, supervises a team, assigns and defines work, checks and controls all documents prepared by self or others, ensures that all objectives related to quality, quantity, cost and schedules are met.
Guide to Entrance Qualifications	A technical college graduate in applicable field of study with twelve years of related experience or a university graduate in technology with five years of related experience, or an equivalent combination of studies and related experience. Knowledge of computer applications for field of expertise.

Draftsperson and/or CAD Operator:

Summary	Works effectively in multi-disciplinary project teams to produce technical drawings. 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 Chapter 4 of this RFP. Fluent with recent versions of AutoCAD and Microsoft office suite (at minimum MS Excel, Word & PowerPoint).
Duties	Responsible for preparing technical drawings.
Recommendations, Decisions and Commitments	No decisions called for, exercises little independent judgment due to straightforward nature of work.
Supervision Received	Works under supervision. Work is subject to regular verification for accuracy, adequacy and conformance with prescribed procedures

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Leadership Authority	None
Guide to Entrance Qualifications	Post-secondary diploma in a technical field and at least five (5) years of experience as draftsman or CAD Operator.

Construction Supervisor:

Summary	Works effectively in 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 this RFP. Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
Duties	Responsible for monitoring and controlling construction schedules, costs and quality.
Recommendations, Decisions and Commitments	Makes decisions and recommendations within established guidelines and procedures, exercises initiative in determining which of many methods are applicable in any given situation.
Supervision Received	Works under direction, receives general instructions including assignment deadlines and priorities. Recommendations are regarded as technically sound but are reviewed for adherence to standards and policies.
Leadership Authority	None
Guide to Entrance Qualifications	Post-secondary diploma or degree in a technical field and minimum five (5) years construction supervision experience.

Appendix 6 Formatting, Labelling and Handling of documents

FORMATTING, LABELLING AND HANDLING OF DOCUMENTS

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

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

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

1.0 Introduction

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

2.0 General information regarding formatting and handling of drawings and specifications

2.1 Drawing File Format

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

2.2 Template Drawing

The template drawing provided by the NCC is set for the default metric units, text styles and dimension styles. Recognizing the differences between engineering drawings and architectural

drawings, the templates are provided with dimension styles, and lettering in respect to the multiple disciplines represented.

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

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

2.4 External references (XREF)

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

2.5 Raster images

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

2.6 Searchable text

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

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

2.7 Submittals

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

NCC Project Manager:

- o An original hard copy or electronic copy of project deliverables (drawings, specifications etc.), with Consultant logo(s) and professional stamp(s) and signature(s).
- o PDF version of the .DWG files, with consultant logo(s) and professional stamp(s) and signature(s).
- o .DWG format files of drawings

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

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

2.8 File delivery

File transfers must adhere to the following rules:

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

3.0 NCC Computer Aided Drafting Standards

3.1 File Presentation

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

- o A drawing must be purged of all definitions that are not used such as: layer names, text styles, dimension styles, layer filters, blocks, etc.
- o A drawing must not contain any object definitions without geometry. For example; an empty text or blocks without objects.
- o No object must be fund on layer "0" or DEFPOINTS except for objects contained in a block definition and the dimensions.
- o A drawing must not contain any detectable error using the Audit Command. All presented files must also adhere to the following rules of best practice.

- o When the type of drawing lends itself to it, the lines must be drawn in an orthogonal mode.
- o All vectors must be drawn with closed corners.
- o The drawing must be saved such as to be printed without any page setup. The main layout must be active, and all the viewports adjusted and locked to the correct scale.

3.2 Drawing co-ordinates

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

Drawings are to be drafted using the NAD83(CSRS) / MTM zone 9 projection.

3.3 Layering Standards

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

4 Convention for naming electronic documents / media:

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

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

Note: the aforementioned example would thus appear as:

Rideau Hall 2003 Verandah rehabilitation PlanA1 XYZ Architects.dwg

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

5 Digital photographs

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

Appendix 7 Fee Schedule

FEE SCHEDULE

See **Sections 2.9, 5.2 and 5.3**, for information providing details about what is (and isn't) included in the hourly rates for 'Core Team' staff. Refer to Appendix 5 for description of job classification levels. See **Sections 2.3 and 2.4** regarding potential future adjustments to fees.

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

DESCRIPTION	UNIT RATES FOR YEAR 1 (\$/HOUR) (A)	WEIGHT FACTOR (ESTIMATED) (B)	TOTAL (\$) (A x B)
Engineer Level F	\$ / hr	40	
Engineer Level E	\$ / hr	100	
Engineer Level D	\$ / hr	250	
Technologist Level D	\$ / hr	300	
Draftsman/CAD Operator	\$ / hr	400	
Construction Supervisor	\$ / hr	150	
Translation	\$ / word	100 Word	
Concrete Compression test	\$ / each	5	
Concrete Slump Test	\$ / each	3	
Proctor Modified Test	\$ / each	3	
Granulometry Analysis	\$ / each	5	
Nucleodensimeter Soil Test	\$ / each	5	

NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

DESCRIPTION	UNIT RATES FOR YEAR 1 (\$/HOUR) (A)	WEIGHT FACTOR (ESTIMATED) (B)	TOTAL (\$) (A x B)
Nucleodensimeter Asphalt Test	\$ / each	5	
EV Nano Pavement Surface Survey	\$ /km	10	
Ground Penetrating Radar Survey	\$ /km	10	
Asphalt Drilling with Dynamic cone penetration test	\$ / each	5	
Split Spoon Sampling	\$ / each	5	
Standard penetration test	\$ / each	5	
Sampling and laboratory tests	\$ / each	5	
Bid Total excluding taxes:			

Hourly/unit rates must be stated in Canadian dollars.

- **Failure to include an appropriate rate for each classification outlined above will result in the disqualification of the proposal.**
- The following costs shall be included in the hourly rates, and shall not be reimbursed separately:
 - Travel and travel-related expenses within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - I. travel time
 - II. travel fare
 - III. mileage
 - IV. parking fees
 - V. taxi charges
 - Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the TOR;
 - Standard office expenses: Photocopying, computers, internet, cellular phones, long-distance telephone calls and faxing (including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices).
 - Courier and delivery charges for deliverables specified in the TOR;
 - In-house computer work station;
 - Plotting charges;
 - Presentation materials;
 - Rental of office space; and

- Any other expense identified in the TOR that the NCC will not pay for.
- The following disbursements are not to be included in the hourly rates. When pre-approved by the NCC Design Lead they will be reimbursed to the consultant at actual cost or as described below:
 - Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
 - Extraordinary transportation costs for material samples and models additional to that specified in the Terms of Reference;
 - Fees for approvals and permits to conduct field investigations and material testing;
 - Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
 - Other extraordinary disbursements provided they are:
 - reasonably incurred by the Consultant
 - related to the services required for a call-up

In all such cases, extraordinary requirements should be described and estimated in the Terms of Reference for the call-up, or, if their need is only identified during the call-up, formalized and approved in writing in advance by the NCC Design Lead.

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

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

Firm Name _____

Submitted by _____
Signature

Date _____

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

Appendix 8 Sample SOA document



For the provision of supplying services or goods XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX 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 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX selon les besoins et sur demande "conformément aux clauses spécifiées dans l'index à la page 2.

<p>SOA HOLDER / DETENTEUR DE LA CONVENTION</p> <p>XXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXX</p> <p>(hereinafter referred to as the "Contractor") / (ci-après référé comme "L'offrant ou l'entrepreneur")</p>	<p>ADDRESS CONTRACTUAL ENQUIRIES TO : / ADDRESSER LES DEMANDES DE RENSEIGNEMENTS CONTRACTUELLES À:</p> <p>XXXXXXXXXXXXXXXXXX</p>
<p><input checked="" type="checkbox"/> Your proposal is accepted Nous acceptons votre proposition</p> <p><input type="checkbox"/> Your tender is accepted Nous acceptons votre soumission.</p>	<p>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).</p>

OHST or GST/QST:	Included	Payment Terms / Modalités de paiement	N30 days/jours
Send your invoice and Envoyer votre facture et	2 copies at 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>		<p>_____</p> <p>Print Name - Nom en majuscules</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>	



INDEX

1. Particulars of the Standing Offer
 - 1.1. General
 - 1.2. Assignment and Sub-Contracting
 - 1.3. Pertinent Laws
 - 1.4. Permits and By-Laws
 - 1.5. Notification of Withdrawal/Revision
 - 1.6. Equivalent meanings
 - 1.7. Designated users
 - 1.8. Period of Standing Offer
 - 1.9. Total estimated expenditure
 - 1.10. Limitation in value of purchase orders
 - 1.11. Purchase Order instrument
2. Requirement-Specific Clauses
 - 2.1. Statement of Requirement
 - 2.2. Prices/Rates
 - 2.3. Duty and Taxes
 - 2.4. Inspection and Acceptance
 - 2.5. Invoicing
3. Conditions
 - 3.1. General Conditions
 - 3.2. Changes
 - 3.3. Conflict of Interest and Post-Employment Code
 - 3.4. Discretionary Audit
 - 3.5. Audit
 - 3.6. Method of Payment

Inclusions (which are already in your possession):

- Request for a Standing Offer Agreement (RFSO) under NCC tender file # ALXXXX

TABLE DES MATIERES

1. Particularités de la convention d'offre à commandes
 - 1.1. Généralités
 - 1.2. Cessions et sous-traitance
 - 1.3. Lois Pertinentes
 - 1.4. Lois et permis municipaux
 - 1.5. Avis de retrait/révision
 - 1.6. Significations équivalentes
 - 1.7. Utilisateurs désignés
 - 1.8. Période de la convention d'offre à commandes
 - 1.9. Valeur estimative total
 - 1.10. Limitation de la valeur des commandes
 - 1.11. Instrument de commande
2. Clauses propres aux besoins
 - 2.1. Définition des besoins
 - 2.2. Prix/Taux
 - 2.3. Droits de douane et taxes
 - 2.4. Inspection et acceptation
 - 2.5. Facturation
3. Conditions
 - 3.1. Conditions générales
 - 3.2. Modifications
 - 3.3. Conflits d'intérêt et l'a près mandat
 - 3.4. Vérification discrétionnaire
 - 3.5. Vérification
 - 3.6. Modalités de paiement

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

Les TAXES MUNICIPALES ne s'appliquent pas.

2.4 INSPECTION AND ACCEPTANCE:

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

INSPECTION ET ACCEPTATION:

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

2.5 INVOICING:

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

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

FACTURATION:

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

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



3. CONDITIONS:

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

Unless otherwise indicated, the Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s). The Offeror acknowledges receipt of these appendices.

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

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

3.2 CHANGES:

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

MODIFICATIONS:

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

3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:

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

CONFLITS D'INTERETS ET L'APRES-MANDAT:

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

3.4 DISCRETIONARY AUDIT:

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

VERIFICATION DISCRETIONNAIRE:

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



3.5 AUDIT:

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

VERIFICATION:

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

3.6 METHOD OF PAYMENT:

1. Payment by the Commission shall be made within:

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

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

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

MODALITES DE PAIEMENT:

1. La Commission paiera pour chaque livraison:

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

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

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