REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY: Allan Lapensée, Sr. Procurement Advisor allan.lapensee@ncc-ccn.ca	BID DEADLINE: November 10, 2022 at 3:00 pm EST
RETURN TO: →►	National Capital Commission NCC Bid email Bids-soumissions@ncc-ccn.ca Emails to refer to NCC tender file no. AL1835

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	Print Name		
	Signature		
Tel:	Date		
Fax:			
Email:			
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.		

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at allan.lapense@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Contracting Authority shall examine the content of the enquiry and shall decide whether to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed ONLY to the Contracting Authority named above. Noncompliance 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 SOA 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 SOA and Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.
- 1.5 A debriefing of a Proponent's Technical Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on Canadabuys.ca. The debriefing will include an outline of the reasons the submission was not successful.
- 1.6 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm(s) will be required to complete and return a Supplier–Direct Deposit Payment and Tax Information Form provided by the NCC prior to SOA award and then will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

REQUEST FOR A STANDING OFFER AGREEMENT (RFSO) - PROFESSIONAL SERVICES IN CIVIL, MUNICIPAL AND TRANSPORTATION ENGINEERING (2022-2026) - NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1835

- 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 CIVIL, MUNICIPAL AND TRANSPORTATION ENGINEERING (2022-2026), as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

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

2.3 STANDING OFFER REQUIREMENT:

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

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

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

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of four (4) years from the date of award. The unit rates the bidder quotes on the Fee Schedule form will be applicable for the first year. For the second, third and fourth year, the consultant's rates will be adjusted by a fixed 2% rate of inflation per year.

I.e.

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

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

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

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

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

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$ 400,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes.

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *call-ups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent,

their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately. The NCC retains the right to award concurrent and/or consecutive purchase orders to firms (i.e. purchase orders will not necessarily be awarded on a rotational basis). Projects are evaluated on a case by case basis in order to ensure that purchase orders are awarded to firms best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific project schedules and objectives, the level of security clearance required (as and when required) and/or other reasons. The NCC will do its best to ensure that the estimated expenditure of any SOA is not exceeded.

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

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

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

2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements combined is \$ 12,000,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

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

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

2.8 INVOICING:

Send the invoice directly to:
National Capital Commission
Accounts Payable at payables@ncc-ccn.ca

For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format. To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown on the Purchase Order and clearly indicate the Purchase Order number. Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and authorized by the NCC *in advance of the execution of the work*. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorization.

For each invoice/billing submitted to NCC, SOA firms shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-consultant costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount:
- Clearly identify the call-up number on their invoices

To ensure good project communication, it is recommended that SOA firms advise the NCC Project Manager when 75% of the purchase order costs have been incurred.

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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REQUEST FOR STANDING OFFER

PROFESSIONAL SERVICES IN CIVIL, MUNICIPAL AND TRANSPORTATION ENGINEERING

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REQUEST FOR STANDING OFFER PROFESSIONNAL SERVICES IN CIVIL, MUNICIPAL AND TRANSPORTATION ENGINEERING (2022-2026)

Appendix 5 Job Classification Responsibility Levels

Appendix 6 Documentation Handling, Labelling and Formatting

Appendix 7 Fee Schedule

Refer to separate attachments:

- Appendix A General Conditions Professional and Consulting Services
- Appendix B Supplementary Conditions Professional and Consultant Services
- Appendix 3 Consultant Performance Evaluation Form
- Appendix 4 Security, Confidentiality, Access and Protection
- Appendix 8 Sample Agreement
- Appendix 9 Insurance certificate (required from retained bidder for SOA award)
- Appendix 10 Supplier Registration Form (required from retained bidder for SOA award)

1 **OVERVIEW**

The National Capital Commission (NCC) wishes to retain the services of consulting engineering firms to provide **Professional Services in Civil, Municipal and Transportation Engineering (2022-2026)** 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 Civil, Municipal and Transportation Engineering (2022-2026)** will be managed by NCC's Design and Construction Division, Engineering Section.

The Request for Standing Offer (RFSO) for **Professional Services in Civil, Municipal and Transportation Engineering(2022-2026),** including its appendices, will be used as the basis for evaluation of proposals submitted in response to the RFSO, and shall be thereafter considered as contractual requirements for SOAs awarded.

First Nation Involvement

The Government of Canada is committed to enhancing economic opportunities for Indigenous Peoples through several 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 National Capital Commission - National Capital Commission (ncc-ccn.gc.ca).

2 DESCRIPTION OF THE STANDING OFFER AGREEMENT

2.1 Number and types of Standing Offer Agreement

The National Capital Commission (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 Civil, Municipal and Transportation Engineering (2022-2026).** 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 Civil, municipal and transportation Engineering work. The Security Requirements, the General Conditions, and, Supplementary Conditions will also form part of the resulting SOA (sample provided) and call up purchase orders.

2.2 **Duration of Standing Offer Agreement**

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

2.3 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 Civil, Municipal and Transportation 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

2.4 Evaluation of Consultants

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

2.5 **SOA Call-up 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 **\$400,000.00** including all fees, disbursements, sub-consultant costs and applicable taxes.

The NCC reserves the right to request quotations from several or all firms holding an SOA if the initial estimate of the work exceeds \$100,000.00 and up to a limit of \$400,000.00 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 Civil, Municipal and Transportation Engineering work for the four-year period 2022-2026.

2.6 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 service requirements. This section outlines the mandatory service requirements:

2.6.1 Mandatory service requirements

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

- a. Be registered with the Ordre des Ingénieurs du Québec (OIQ) or the Professional Engineers of Ontario (PEO);
- b. Must include Civil Engineers 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 Civil, Municipal and Transportation 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. The Consultant must 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*.

2.6.2 **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 or PEO.
- b) Meets the requirements outlined in section 2.6.1
- c) Meets the requirements of the NCC legal and procurement directorates.

2.6.3 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 2.8), 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 daily if/when called upon by the NCC Design Lead (NCC DL).

2.7 Roles and Authorities

2.7.1 NCC 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
- d. In conjunction with NCC's Contracting Authority call up purchase order 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.

2.7.2 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.

2.7.3 Standing Offer Contracting Authority

The Standing Offer Contracting Authority is:
Allan Lapensée
Senior Procurement Advisor, Procurement Services
National Capital Commission
Telephone: 343-552-5973

E-mail address: allan.lapensee@ncc-ccn.ca

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

2.8 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.

2.9 **Insurance**

2.9.1 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)

2.9.2 Commercial General Liability Insurance

Consultants shall maintain an "Occurrence Based" commercial general 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.

2.9.3 **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.

2.9.4 **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.

2.9.5 **Insurance Coverage**

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

2.10 Safety, Security and Confidentiality

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

2.11 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.

2.12 **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.

2.13 Stakeholders

In addition to the usual contractual relationship between the NCC and the Consultant, other parties who have an interest in certain aspects of the project may be involved. The Consultant, in carrying out his mandate, may have to interface with 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 Civil 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 Civil 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 callup 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 portion of the work and assign subsequent portions to another firm.
- d. Award work to firms not included in the SOA.

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

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

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

If no extra work is authorized by the NCC 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 choses to use a Senior Engineer to do Construction Supervisor tasks, the hourly rate payable for these tasks shall be that of the Construction Supervisor).

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 email at <u>payables@ncc-ccn.ca</u>, 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 PO amount and any confirmed changes to the call-up PO 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 subconsultant 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, studies, design development, consultant services during and after construction, and resident engineering services.

Civil, Municipal and Transportation Engineering Consultants may work as a member of a multidisciplinary team (e.g. architecture, landscape architecture, mechanical, electrical and geotechnical 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.

Civil, Municipal and Transportation consulting engineering services for the NCC are typically related to one or more of the following areas:

- 1. Intersection studies related to high accident locations.
- 2. Roadway information signage
- 3. Feasibility of roadway and parking area construction proposals
- 4. Roadway and parking area construction and rehabilitation projects.
- 5. Intersection modifications.
- 6. Feasibility of realty development proposals
- 7. Storm water management
- 8. Sewer and water main rehabilitation
- 9. Alternative water supply issues
- 10. Septic system analysis
- 11. Sewer and water main construction and rehabilitation.
- 12. Lot and area grading.
- 13. Alternate Water sources.
- 14. Site Servicing
- 15. Pedestrian and vehicular bridges and drainage culverts
- 16. Wharfs
- 17. Dams, berms, dikes, and weirs
- 18. Surface drainage Civil systems (improved ditches, canals)
- 19. Civil, municipal and transportation Engineering and landscaping works

- 20. Municipal and Transportation projects
- 21. Agricultural assets (Tile Drains)
- 22. Office/ Commercial Buildings
- 23. Residential Buildings
- 24. Irrigation 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.

Note: The Consultant shall be familiar with the Federal Heritage Buildings Review Office (FHBRO), the Federal Land Use and Design Transaction Approval (FLUDTA) 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 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 civil, transportation and municipal 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 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 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
- Working with existing geomatics information regarding site. Procuring additional geomatics information required for the analyses and designs
- Establishing the location of existing underground works which may be affected.
- Measurement of existing Civil components, particularly when as-built drawings are not available

- Materials sampling and testing
- Collaborating with geotechnical consulting firms and interpretation, analysis and integration of geotechnical results into designs
- Preparing preliminary designs (or assisting others in their preparation, as applicable), including analysis of design alternatives
- Preparing 3-D CAD models of proposed conceptual/preliminary designs to illustrate functionality and appearance of the work as well as placement of the work with respect to surroundings.
- Preparing preliminary design reports (or assisting others in their preparation, as applicable), including analysis and comparison of design alternatives
- Preparing quantity estimates (preliminary for options and detailed for preferred option)
- Preparing cost estimates (preliminary for options and detailed for preferred option)
- Producing an options analysis of two or more feasible solutions to the engineering problem. Features of the analysis shall include but not be limited to material options, technical feasibility, environmental impact and mitigation, schedule, cost, and risk
- Assessing and presenting project risk analyses regarding feasibility, schedule and budget for a proposed project
- Developing preliminary sketches and detailed design drawings, including calculations (design assumptions, loads and factors, output from software analysis, calculation methods and notes, standards, etc.) for review, and incorporating changes as directed NCC
- Developing working drawings and providing design details including design calculations
- Preparing technical specifications in accordance with the NCC's standard specifications format
- Preparing documents related to requests for tenders
- Reviewing and approving shop drawings
- Coordinating and integrating design components from all disciplines into a coherent design
- Participating to multidisciplinary design review and co-ordination meetings

- Presenting designs during project consultation and approval meetings
- Scheduling and attending design meetings, and preparing agendas and minutes

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 bidders 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
- The revision and approval of shoring, bracing and formwork plans, and the construction methods proposed by the Contractor to ensure that the work performed by the Contractor conforms to the requirements of the plans and specifications;
- Testing and evaluation including:
 - Quality control during concrete pours with slump tests, concrete test cylinders, mortar, grout and masonry testing
 - Asphalt testing and inspection
- 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
- Material sampling, testing, and evaluation
- Certifying substantial and/or final completion
- 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 Civil elements in relation to Civil 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 to <u>bids-soumissions@ncc-ccn.ca</u>, in the manner described below.

The Technical Proposal (email #1) shall contain:

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

The Financial Proposal (email #2) shall contain:

- a) One (1) electronic copy in Adobe pdf format of Appendix 7 Fee Schedule.
 - Note: The Financial Proposal cannot be part of the Technical Proposal electronic copy.
- Email #2 will be opened only for those proposals which qualify technically as detailed in section 6 (Proposal Evaluation) of this RFSO

5.2 The Technical Proposal (email #1)

5.2.1 Format and Quantities

- a) Technical Proposals must not exceed:
 - I. 60 single-faced sheets of letter (8.5"x11") size, or
 - II. 30 single-faced sheets of ledger (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 9 pt. font and less carries the risk of having the submission deemed illegible, and therefore ineligible.

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

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 either be kept on file at the NCC.

5.3 The Financial Proposal (email #2)

The Financial Proposal is to be submitted in email #2 to bids-soumissions@ncc-ccn.ca, as per instructions provided under the RFSO.

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

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

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 preapproved 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.

REQUEST FOR STANDING OFFER PROFESSIONNAL SERVICES IN CIVIL, MUNICIPAL AND TRANSPORTATION ENGINEERING (2022-2026)

- 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 60% per rated requirement, and, meet or exceed the minimum score of no less than 70 points out of 100 points overall for the technical evaluation based on the Rated Requirements of Subsection 6.2.2 (Rated Requirements).
- b. Proposals not meeting requirements (i), (ii) and (iii) will be declared non-responsive.
- c. All technical proposals will be reviewed for basic eligibility by NCC Procurement. All proposals deemed eligible will then be evaluated by NCC's Technical Evaluation Committee, according to the criteria described in Subsection 6.2.2.
- d. The Technical Evaluation Committee will be comprised of no fewer than three (3) 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) or the Professional Engineers of Ontario (PEO)		
M2	Firms must include Engineers 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 Civil consulting services as one of their primary areas of 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 2.8) 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 shall provide:

- Three (3) examples of projects for which the Proponent has provided Civil, Municipal and Transportation Engineering service which have reached substantial performance at the issuance date of this RFSO.
- 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 Civil services provided by the Proponent.
- Information on the personnel who provided services on the project, including name, discipline, whether they are still employed by the Proponent, whether 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.

<u>Structure of Response:</u> 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 for this Request for Standing Offer.	6.0
4B	To what extent the submitted CVs present a team of individuals having a balanced experience equivalent experience equivalent of junior, intermediate and senior levels.	6.0
	TOTAL	12.0

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 for projects that are similar to those that will be carried out under this Request for Standing Offer.	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.) like the Required Services listed in the Request for Standing Offer.	8.00 (2.0 pts / C.V.)
4E	To what extent the in-house 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.
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 required in order to deliver the service requirements.	Limited capacity in numbers and expertise; has met some capacity requirement required 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.

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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 lacs 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.
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.

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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.
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 proposal emails will remain with procurement services and kept away from the technical evaluation committee. Only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings.

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED RATING*					
Organizational Structure	Organizational Structure							
1A	6.0	0 – 100%	6.0					
1B	6.0	0 – 100%	6.0					
1C	6.0	0 – 100%	6.0					
Service Management								
2A	9.0	0 – 100%	9.0					
2B	9.0	0 – 100%	9.0					
Example Projects								
3A	6.0	0 – 100%	6.0					
3B	18.0 (6.0 per project)	0 – 100%	18.0					
Personnel Expertise and Experience								
4A	8.0	0 – 100%	8.0					
4B	8.0	0 – 100%	8.0					
4C	8.0 (1.5 per CV)	0 – 100%	8.0					
4D	8.0 (1.5 per CV)	0 – 100%	8.0					
4E	8.0 (1.5 per CV)	0 – 100%	8.0					
Total			0 – 100					

6.3 **Fee Proposal Evaluation**

Following the technical evaluation, fee proposals will be evaluated for proponents that meet a minimum 60% per rated requirement, and, meet or exceed the minimum score of no less than 70 points out of 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:

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

6.4 **Proponent Total Best Value Score**

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

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

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

Qualified firms will be ranked in terms of the highest best value score to the lowest best value score. Example:

PROPONENT	TECHNICAL RATING	RATING HIGHER THAN 70%	TECHNICAL PERCENTAGE OF TOTAL SCORE	TECHNICAL SCORE	FINANCIAL RATING	FINANCIAL PERCENTAGE OF	FINANCIAL SCORE	TOTAL SCORE	RANKING
Α	75	OK	70 %	52.5	30 000,00 \$	30 pts	15.0	67.5	4
В	70	OK	70 %	49	25 000,00 \$	30 pts	18.0	67.0	5
С	87	OK	70 %	60.9	15 000,00 \$	30 pts	30.0	90.9	1
D	95	OK	70 %	66.5	30 000,00 \$	30 pts	15.0	81.5	2
Е	95	OK	70 %	66.5	40 000,00 \$	30 pts	11.25	77.75	3
F	65	Disqualified							

6.5 **Determination of Firms to be Offered a Standing Offer Agreement**

A maximum of six (6) highest-ranked firms obtaining the highest best value scores will be offered an SOA.

APPENDIX 5 JOB CLASSIFICATION RESPONSIBILITY 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	Bachelor's degree in applicable field of study with eight years of
Qualifications	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
Leadership Authority	None
Guide to Entrance Qualifications	Post-secondary diploma in a technical field and at least five (5) years of experience as draftsperson or CAD Operator.

Construction Supervisor:

Construction Supervis	
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 DOCUMENTATION HANDLING, LABELLING AND FORMATTING

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).

- 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:

- 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)

Project Name (e.g. Verandah rehabilitation)

Author (e.g. XYZ Architects Inc)

Note: the aforementioned example would thus appear as:

Year (e.g. 2003)

Object (e.g. Plan A1)

Software type (e.g. .dwg)

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

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 year of the SOA for the following:

CLASSIFICATION OF PERSONNEL, AND, TRANSLATION SERVICES	,	RATES FOR YEAR 1 \$/HOUR) (A)	WEIGHT FACTOR (HOURS) (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 words	
Bid Total excluding taxes:				

Failure to include an appropriate unit rate for each item of the Fee Schedule including translation 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.

Hourly/unit rates must be stated in Canadian dollars.

- 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 preapproved by the NCC Design Lead they will be reimbursed to the consultant at actual cost or as described below:
 - o Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
 - o Extraordinary transportation costs for material samples and models additional to that specified in the Terms of Reference;
 - Fees for approvals and permits to conduct field investigations and material testing;
 - o Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
 - o Other extraordinary disbursements provided they are:
 - reasonably incurred by the Consultant
 - related to the services required for a call-up

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

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