



**Request for Standing Offer Agreement (RFSO)
 REQUEST FOR PROPOSAL
 Architectural Consulting Services**

NCC FILE NO.
 NO DE DOSSIER DE LA CCN:

LW082

ADDRESS ENQUIRIES TO: Lana Wilson Tel: 613-239-5678 Extension 5192 E-mail: Lana.Wilson@ncc-ccn.ca	INVITATION DATE : April 25, 2018
	BID CLOSING : June 4, 2018 at 3:00 p.m. Ottawa time
RETURN TO : →	National Capital Commission 40 Elgin Street 2nd Floor Security Centre Ottawa, ON K1P 1C7 Submission to refer to NCC tender file #LW082

This page of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Terms of Reference, 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).		
Contractor's Name and Address : Tel: E-mail:	Print Name :	Date :
	Signature : _____	

ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	_____ Bidder to enter number of addenda issued, if any.
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1. Submit six (6) copies of the technical proposal and one (1) sealed and clearly labelled envelope of your Fee Schedule (Appendix C) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work (SOW). The following NCC forms must also be submitted with your proposal:
 - a. Page 1 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,
 - b. Appendix C Fee Schedule (sealed envelope), and
 - c. Supplier - Direct Payment and Tax Information Form
2. As a green initiative, the NCC requests that the Technical Proposal follow these green practices:
 - use recycled paper products
 - print double sided
 - use a maximum font of 11
 - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
3. **Questions and requests for clarification from proponents will be accepted until 12:00 noon Ottawa time on May 28, 2018** to allow for 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 Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not 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 Senior Contract Officer, Lana Wilson at email Lana.Wilson@ncc-ccn.ca. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
4. The proposal is to include all relevant information as defined in the Terms of Reference including the Employment Equity form.
5. Your Fee Schedule must be signed and submitted in a **separate**, sealed and clearly labelled price envelope separate from the technical proposal documents.
6. Proposals obtaining a minimum of 80% of the points for each criteria (Part 1, 2 & 3) of the technical component will be considered as technically admissible. Fee Schedules will be opened only for all technically admissible proposals. The Fee Schedule will be weighed with the technical evaluation score for the basis of award. The Fee Schedule considered in the evaluation of proposals must include all professional fees and other related expenses and disbursements.
7. The average price of all compliant Fee Schedules will be calculated by the NCC. The Fee Schedule closest to the calculated average price, either higher or lower, will receive a Price Rating of 100. The second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Fee Schedule closest to the calculated average lowest prices, either higher or lower, receive Price Ratings of 95, 90, 85, 80, 75, 65, 55, 40 and 25 respectively. All other Fee Schedules receive a Price Rating of 10.

On the rare occasion where two (or more) Fee Schedules are identical or are equally higher or equally lower from the calculated average price, the Fee Schedule with the lower price will receive the higher Price Rating and, where two (or more) of the lower Fee Schedules are identical, the matching Fee Schedule will receive the same rating and the corresponding number of following ratings are skipped.

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8. The selected proposal(s) will be the one(s) that presents the highest overall value between technical and price. The overall best value will be based on a weighted factor of 70% for technical and a weighted factor of 30% for price. The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.

The Price Rating is multiplied by the applicable percentage to establish the Price Score, as indicated below :

Calculation of Total Score:

The Total Score of a Proponent's Response will be established as follows:

$$\begin{array}{l} \text{Total Technical Rating} \times 70\% = \text{Technical Score (Points)} \\ \frac{\text{Total Price Rating} \times 30\%}{\text{Total Score}} = \text{Price Score (Points)} \\ \text{Total Score} = \text{Maximum 100 Points} \end{array}$$

9. The Proponents receiving the highest Total Scores are the entities that the NCC evaluation team will recommend for the provision of Architectural Consulting Services. In the case of a tie, the proponent with the higher Price Score will be selected.
10. A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.
11. It is the intention of the National Capital Commission to award approximately twelve (12) Standing Offer Agreements as a result of this RFSO. The resulting Standing Offer Agreements will be for a period of four (4) years from the date of award.
12. If any firm holding an SOA has their SOA terminated, 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 ranked firm(s)' as per rankings established above.
13. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
14. The attached General (Appendix A) & Supplementary (Appendix B) Conditions for Professional and Consulting Services and the Security Requirements will also form part of the resulting contract and subsequent call-up purchase order(s).
15. 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.
16. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.

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- 17. Facsimile or e-mail transmittal of proposals are not acceptable.**
18. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI 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.
19. This Request for Proposal, SOA, call-up purchase order(s) and any contract resulting there from 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.
20. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
21. The successful Contractor 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 be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract 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 contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
22. This RFSO and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this RFSO and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Consultant's response, and the Consultant further agrees not to use them for any purpose other than that for which they are specifically furnished.
23. The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be : **SECRET***. NCC Security to perform security screening.
**For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded on the basis of the sensitivity of the information and assets that need to be accessed.*
24. Invoicing
- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.

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- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
 - All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded to:
 - Accounts Payable
 - National Capital Commission
 - 40 Elgin Street, 3rd Floor
 - Ottawa, ON
 - K1P 1C7or forward in Adobe (.pdf) format by email at payables@ncc-ccn.ca.
 - Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.
 - To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.
25. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.

Additional Clauses for Standing Offer Agreement Architectural Consulting Services

1.0 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 services 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 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 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 anticipates a potential need to retain businesses that would provide **Architectural Consulting Services**, detailed in this and the appendices in particular, we hereby invite you to provide a Standing Offer using forms and the attached format. Please be advised that the quantity of days of services 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 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.

2.0 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 60 days from the closing date of this Request for Standing Offer (RFSO).

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3.0 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the optional professional services as detailed in the Specification 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.

4.0 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreement will be for a duration of four (4) years from the date of award. Unit rates quoted will remain as quoted on the Fee Schedule.

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-contractor / specialists.

5.0 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.

6.0 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$600,000 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified technically under this Request for Proposal for any work that may be required, when the initial estimate of the work exceeds \$600,000 CDN all inclusive.

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.

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

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

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

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

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

7.0 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all of the Standing Offer Agreements combined is \$8,400,000 CDN including taxes.

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.

8.0 INVOICING:

Send the invoice directly to:
National Capital Commission
Accounts Payable
202, 40 Elgin St., 3rd floor
Ottawa, ON, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

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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

9.0 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.

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TERMS OF REFERENCE
for
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(2018-2022)

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- Appendix A** (5 pages): **General Conditions – Professional and Consulting Services**
- Appendix B** (2 pages): **Supplementary Conditions – Professional and Consulting Services**
- Appendix C** (1 page): **Example of Rating Chart Used by NCC in RFP Evaluations**
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- Appendix F** (2 pages): **Security, Access and Confidentiality**
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- Appendix H** (2 pages): **Supplier - Direct Payment and Tax Information Form**
- Appendix I** (2 pages): **Certificate of Commitment to Implement Employment Equity**

Abbreviations, definitions and document organization:

In this Terms of Reference, the following abbreviations will be in effect:

NCC	National Capital Commission
SOA	NCC Standing Offer Agreement for Architectural Services
FHBRO	Federal Heritage Building Review Office
RFP	Request for Proposals for NCC's SOA for Architectural Services 2013-2017
OAQ	Ordre des Architectes du Québec
OAA	Ontario Association of Architects
pts	points

In this Terms of Reference, the following definitions will be in effect:

Proponent	shall mean a "corporate entity (i.e. firm, joint venture or other) submitting a proposal in response to this Terms of Reference
SOA firm	shall mean "the corporate entity (i.e. firm, joint venture or other) awarded an SOA"
Consultant	shall mean "the corporate entity (i.e. firm, joint venture or other) awarded an SOA"
Purchase order	shall mean a "call-up" against the overall SOA
Call-up	shall mean a "purchase order" against the overall SOA
NCC Project Manager	shall mean the NCC staff member assigned to manage a specific "call-up"

In this Terms of Reference, the document has been structured as follows:.

The first number signifies the Chapter of the Terms of Reference.
The second number signifies the Section of the Terms of Reference.
The third number signifies the Subsection of the Terms of Reference.
The fourth number signifies the Paragraph of the Terms of Reference.
Example:

5	Chapter
5.1	Section
5.1.2	Subsection
5.1.2.3	Paragraph

1 Introduction

1.1 *Executive summary:*

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

It is the NCC's intention to award approximately six (6) *Standing Offer Agreements* in each of the following two 'categories' (for approximately 12 SOAs):

- Category A: General Architecture Services
- Category B: Heritage Conservation Architecture Services (and particularly 19th C / early 20th C Canadian wood and masonry structures).

The NCC reserves the right to award approximately six(6) *Standing Offer Agreements* in each category, dependent on the number of qualified proposals, and the number of firms that end up holding SOAs in more than one category.

The NCC recognizes that it is possible that some firms may end up holding SOAs for both Category A & B.

Once awarded, these SOAs would serve as the contractual instrument against which individual 'call-ups' can be made (on a project by project basis).

- Individual project 'call-ups' made under this SOA would have a limit of \$600,000 for fees, sub-consultants, disbursements, and applicable taxes.
- The overall financial limit for each successful proponent will be dependent on the overall number of SOAs awarded.

The NCC's SOA for Architectural Services is intended for use on small and medium scale architectural projects. 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. The scope of work, scheduling, budget and nature of work will vary from project to project. Furthermore, the projects to be addressed under this Standing Offer Agreement might involve a range of different building types; institutional, residential, retail, commercial and other. Notes:

- Currently, the NCC owns approximately 1,500 buildings, of which approximately 60 are either recognized or classified by the Federal Heritage Buildings Review Office (FHBRO).
- Over the past years, the NCC has on average undertaken approximately \$8 Million of architectural project work annually, principally for building rehabilitation
(i.e. total annual consulting fees + total annual construction costs = \$8 Million+/-).

Further information regarding the NCC can be found at www.canadascapital.gc.ca

All call-ups made under these SOAs for Architectural Services will be project managed by NCC Design and Construction Division.

This *Terms of Reference for Standing Offer Agreement for Architectural Services (2018-2012)*, including its Appendices, will be used as the basis for evaluation of proposals submitted in response to the Request for Proposals, and shall be thereafter considered as contractual requirements for the SOAs awarded.

2 Description of the Standing Offer Agreement (SOA)

2.1 Number and types of SOAs

The National Capital Commission (NCC) wishes to retain the services of consulting architectural firms to provide services on an "as needed and when requested" basis under a *Standing Offer Agreement (SOA)* for Architectural Services. It is the NCC's intention to award approximately six (6) *Standing Offer Agreements* in each of the following 'categories' (for approximately 12 SOAs):

- Category A: General Architecture Services
- Category B: Heritage Conservation Architecture Services (and particularly 19th C / early 20th C Canadian wood and masonry structures).

The NCC reserves the right to award approximately six(6) *Standing Offer Agreements* in each category, dependent on the number of qualified proposals, the number of firms that end up holding SOAs in more than one category, and the NCC's projected value of architectural project work.

Proponents interested in being considered for more than one 'category' should submit one proposal only, choosing submission material that best reflects their strengths in the 'category' (or 'categories') for which they are submitting.

2.2 SOA duration and extension(s)

The duration of the SOA is for a period of four (4) years, from the date of award.

There shall be no extensions to the SOAs.

2.3 Replenishment of SOA 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 project 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 ranked firm(s)' within the 'category', as per rankings established under Section 6.3 of this Terms of Reference;
- Firms offered 'replenishment' SOAs more that 2 years after initial award of SOAs will be offered the opportunity to adjust their hourly rates in accordance with a mutually agreeable Statistics Canada professional (architectural) service cost escalation rate (e.g. Statistics Canada's *CANSIM 327-0007 'Consulting Engineering Services Price Index'*);
- Firms offered 'replenishment' SOAs within 2 years of initial award of SOAs will be expected to honour up until April 30, 2020 the hourly rates they submitted in 2018 in response to this Terms of Reference.

2.4 SOA expenditure limits (per purchase order, and overall)

The SOA is intended for use on small and medium scale architectural projects. The maximum all-inclusive amount payable for any one purchase order ("call-up") shall be \$600,000 including all fees, disbursements, sub-consultant costs and all applicable taxes, unless approved for a larger amount by the NCC Procurement Services.

The total dollar limit of consulting work to be awarded per firm for the entire four year Standing Offer Agreement period will be dependant on the number of firms retained, and the NCC's estimated volume of project work for the four year period 2018-2022.

2.5 Eligibility for SOAs:

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

- 2.5.1 To be eligible firms must, for the duration of the SOA:
- be registered with the Ordre des Architectes du Québec (OAQ) and/or the Ontario Association of Architects (OAA),
 - have professional architectural staff that hold a valid certificate of practice for architectural work in the provinces of Québec and/or Ontario,
 - offer professional architectural consulting services as their principle area of expertise.

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

- is recognized by the OAQ and/or OAA,
- meets the requirements outlined in the previous paragraph
- meets the requirements of the NCC legal and procurement directorates.

- 2.5.2 To hold an SOA, firms will have to meet and maintain the requirements outlined in *Appendix F: Security, Access and Confidentiality Clauses*. 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 F.

- 2.5.3 Occasionally, SOA firms may be expected to provide services with little or no delay. All SOA firms must be in a position, by way of the firm's 'Core Architectural Staff' (see Section 2.6), to provide immediate response when called upon – namely:
- be capable of attending meetings or briefings at NCC offices or on site, within 7 working hours of being requested;
 - when called upon for construction related services, be capable of being on the construction site within 4 working hours of being requested;
 - be capable of rendering construction review and supervision services on a daily basis if/when called upon by the NCC Project Manager.

2.6 SOA "Core Architectural Team"

For this SOA to work most effectively, the NCC requires the SOA firms to have a Category-specific 'Core Architectural Team' able to provide continuity year to year in servicing the NCC's project work in that category.

The 'Core Architectural Team' for each of Category A & B shall be comprised of persons able to undertake the roles and responsibilities of the following classifications:

- *Individual designated as overseer/manager of the SOA firm's services to NCC*
- *Senior Architect*
- *Intermediate Architect*
- *Architect*
- *Technician / Technologist*
- *Draftsperson /CAD Operator*
- *Construction Inspector*

as well as designated 'back-ups' for each of the aforementioned posts. See Appendix E for NCC's definition of these classifications (the Appendix E definitions were developed for facilitation of this Request for Proposals, and management of the SOAs that are awarded based on this RFP).

Notes:

- Proposals that include a 'Core Architectural Team' that comprise less than four (4) persons shall be deemed ineligible (and will not be evaluated).
- Proponents submitting for both Categories A&B may have personnel that are included in the "Core Architectural team" for both Categories A & B.
- The NCC is willing to consider proponent submissions referencing a 'Core Architectural Team' comprising as few as four (4) persons because it recognizes the possibility that one individual within an

SOA firm could be responsible for multiple roles (e.g. in some SOA firms an *Architect* may undertake construction inspection, thus filling the role of *Construction Inspector*). However, acceptance of a small contingent team will rely heavily on NCC being convinced of the superior experience and qualifications of the 'Core Architectural Team' members, and will require convincing proposals for 'back-up' arrangements (in case one or several members of the core architectural team are unavailable).

- A 'Core Architectural Team' should not exceed sixteen (16) persons total, including back-ups.

The NCC values an ongoing working relationship with its architectural consultants, and recognizes there is a learning curve required on NCC projects (due mostly to the details of NCC-specific processes, and the type of sites encountered in project work). The NCC recognizes that changes to an SOA firm's 'Core Architectural Team' may arise over the years; the NCC will require that changes to an SOA firm's "Core Architectural Team" be submitted in writing to the NCC in a timely fashion, so that the changes can be reviewed and approved by the NCC.

2.7 "SOA Architect as Prime Consultant"

2.7.1 The NCC intends to use this *Standing Offer Agreement* to source not only professional architecture services, but also the services of other disciplines working as staff and/or sub-consultants to the SOA firms; SOA firms will on many call-ups be required to act as Prime Consultant, contracting with and organizing/coordinating sub-consultants and specialists required to perform the NCC's project work.

2.7.2 The RFP requires proponents to submit information regarding the ability of the core architectural team to undertake 'Architect as Prime Consultant' roles and responsibilities, but does not require proponents to outline the sub-consultants they might work with (sub-consultants will be established on a project by project basis).

2.7.3 Once the SOAs are awarded, the NCC will not obligate SOA firms to maintain the same team of sub-consultants from project to project; it is recognized that from project to project SOA firms may change their sub-consultant and specialist support.

2.7.4 Unless otherwise instructed by the NCC Project Manager managing their call-up, SOA firms should presume that documentation submitted by the following specialties must be signed and stamped by professionals licensed to practice in their domain, by the provincial associations relevant to their professional groups, for project work in that jurisdiction:

- Electrical, mechanical, structural and/or civil engineering
- Landscape architecture
- Architecture

For all other domains and specialties, the SOA firms should confirm with the NCC Project Manager managing the 'call-up' the specific requirements for these specialists (e.g. whether the specialists need to sign & stamp documents, whether the specialists need to hold any particular qualifications/certifications/memberships etc).

2.7.5 On occasion the NCC reserves the right to:

- 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.

The NCC furthermore reserves the right to reassign and even cancel an SOA call-up where the sub-consultant team does not meet NCC project manager requirements, and/or even terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or rates of sub-consultants / specialists. In this regard, it should be noted that the NCC, as a Crown Corporation, considers the quality of 'translation' of design and technical documents to be highly important.

2.8 Professional liability insurance

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

- \$ 500,000 per incident / claim
- \$1,000,000 per project

\$2,000,000 in aggregate for the term of coverage (normally one year)

SOA firms shall ensure that when they engage mechanical, electrical, structural, geo-technical and/or civil engineering sub-consultants, these sub-consultants have professional liability insurance to either:

- the aforementioned coverage levels, or
- 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.

SOA firms shall ensure that when they engage landscape architect sub-consultants, these sub-consultants have professional errors and omissions liability insurance at or above the following coverage levels for the duration of their involvement in the SOA project work:

- \$ 250,000 per incident / claim
- \$ 500,000 in aggregate for the term of coverage (normally one year)

For all other types of sub-consultants, the SOA firms shall presume that any special requirements for their insurance coverage will be established and written into the offer-of-services on a project by project basis, by means of discussion with the NCC project manager managing that SOA call-up.

In all cases, said professional liability insurance shall cover the SOA firm, its Directors, and all its employees.

2.9 Safety, security and confidentiality conditions

See Appendix F for safety, security and confidentiality conditions in effect for these SOAs

2.10 Documentation formatting, labelling and handling

See Appendix G for NCC's requirements with regards to documentation formatting, labelling and handling for these SOAs.

3 Conditions & procedures for purchase orders made under these SOAs

3.1 Initiating an SOA purchase order:

Once the SOAs are in place, individual project requests for 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 firms (i.e. *purchase orders* will not necessarily be awarded on a rotational basis). The NCC will evaluate projects 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, and/or other reasons.

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 maintaining satisfactory performance ratings.

The following will be the normal process for initiating an SOA *purchase order* ('*call-up*')

- NCC Project Manager will contact the SOA firm to outline what the NCC is expecting in the way of services and deliverables.
 - In some cases, the NCC Project Manager will have already prepared a Terms of Reference for the work request, to which the SOA firm will confirm an offer-of-service.
 - In other cases the NCC Project Manager may request that the SOA firm confirm the work request details back to NCC in writing, as part of the SOA firm's offer of services for the *call-up*.

Either strategy is acceptable, provided the NCC ends up with a written description of the *call-up*, providing (at minimum) details regarding the required scope of work, deliverables, timelines, personnel and sub-consultant time costs, all expenses for the call-up, and the total overall cost of the '*call-up*'.

- The offer-of-services shall be submitted to the NCC Project Manager for final review and approval, and shall be revisited/edited/resubmitted as necessary until the NCC finds the submission acceptable and recommendable in terms of content, fee, and clarity.
- Once the NCC Project Manager is satisfied with the acceptability of the offer-of-services, the NCC Project Manager will initiate an internal procurement process called a "Request for Requisition" that is electronically sent through a hierarchy of internal NCC approvals.
- If/when approved, the Request for Requisition is then sent to NCC Procurement for review and consideration for award.
- Only once NCC Procurement issues a purchase order is there a contract in place; work should not proceed on *call-ups* until NCC Procurement has issued a purchase order number specific to that *call-up*.

Unless otherwise approved by the NCC Project Manager, the SOA firm personnel assigned to a *call-up* must be selected from the NCC-acknowledged Core Architectural Team then in place for the SOA firm. .

The NCC will not permit the SOA firm to re-assign a *call-up* or *purchase order* to any other firm.

The NCC reserves the right to:

- request SOA firms to seek sub-consultants / specialists other than those suggested by the SOA firm (and as required, consider offer-of-services from sub-consultants / specialists named by NCC);
- request a proposal from more than one SOA firm for the same *call-up*;
- award architectural work to firms not on SOA.

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

3.2 Establishing the costs and cashflow on an SOA purchase order:

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

In most instances the proponent's fee will be derived by multiplying the total time to be spent by each *Core Architectural Team* member assigned to the project by that individual's respective hourly rate, plus applicable taxes. Note:

- Expenses associated with the work must be included in the hourly rates of *Core Architectural Team* members (see Section 5.2).
- Offers of service for individual *call-ups* must recognize that where an SOA firm plans on using staff for more than one staff classification, the hourly rate applied to tasks will be determined by the task being undertaken (i.e. if the SOA firm chooses to use *Senior Architect* to do *Construction Supervisor* tasks, the hourly rate payable for these tasks shall be that of a *Construction Supervisor*)

SOA firms will often be required to act as *Prime Consultant*, contracting with and organizing/coordinating sub-consultants. Whereas the current RFP asks proponents to state the hourly rates of their '*Core Architectural Team*', it does not ask proponents to state sub-consultant costs. Offers-of-service SOA firms submit for *call-ups* shall:

- include details regarding the scope, nature and cost of all sub-contracted services for that *call-up*;
- include the time-costs for SOA '*Core Architectural Team*' staff members responsible for engaging, coordinating and managing the sub-consultants for that *call-up*.

Note:

- SOA firms and their sub-consultants shall maintain a detailed record (e.g. using timesheets) of all time spent on each purchase order, to enable the NCC to verify (if & when needed) the time-cost of the SOA firm's work;
- The NCC reserves the right to award *purchase orders* as 'lump sum' contracts.
- The NCC reserves the right to establish cashflow objectives on individual *call-ups* (e.g. to facilitate better projection by NCC staff of costs-to-year-end);
- The contract amounts shown for any *purchase order* will be adjusted and reduced to reflect any de-scoping in the work requested by the NCC. Adjustments should be confirmed in writing (e.g. exchange of correspondence, and/or by formal change order).

3.3 Billing the NCC

By mail or via payables@ncc-ccn.ca, itemised 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', or 'billings at completion of each phase of the project', or other). Total fees (including expenses) should remain within the maximum authorised by each *purchase order*.

Any extras or charges to the original scope and cost of *purchase order* work must be discussed with the NCC Project Manager and authorised 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 authorisation by the NCC.

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

- Supply a current accounting of time-costs resulting from the SOA firm's 'Core Architectural Team' 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 original 'call-up' contract amount, and any confirmed changes to the contract amount;
- Clearly identify the fee already 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 50% and 75% of approved *call-up* costs have been incurred (or, if so requested by NCC Project Manager, when 50% and 75% of each phase's approved costs have been expended).

Advisement of status of billable hours does not constitute amendment to the *purchase order*.

4 Types of projects and services covered by this SOA

4.1 Overview; types of projects:

4.1.1 The NCC is responsible for more than one thousand five hundred (1500) properties across the National Capital Region.

4.1.2 SOA call-ups might involve (but are not limited to) projects involving:

- New construction
- Restoration
- Preservation
- Rehabilitation
- Demolition, dismantlement, moving, &/or reconstruction/reassembly

of structures in any of the following occupancy groups:

- Commercial
- Institutional
- Recreational
- Light industrial
- Assembly
- Office
- Residential (wide range – from single family dwellings to multi-unit apartment complexes)
- Agricultural

at urban, suburban, and rural sites within Canada's Capital Region.

4.1.3 In considering the type of work that may arise from the SOA, it is important to recognize that:

1. Most of the sites requiring work under the SOA are NCC National Interest Land Mass sites, meaning they are likely to remain in the public domain for an extended period of time, if not indefinitely. Therefore, design excellence will be important on all *call-ups*, in terms of:
 - Functionality (generally, the NCC seeks good life-cycle performance, and pays significant attention to the ease and cost of operating and maintenance work etc);

- Durability (generally, the NCC strives for a longer life-cycle than is the current market norm, to reduce the overall recapitalisation costs over at least a 40yr timeframe)
 - Aesthetics (generally, the NCC is seeking architectural projects that reflect Ottawa as a modern 21st C. Capital).
2. It is NCC Policy that:
- Universal accessibility is an essential element to all NCC sites, buildings and services;
 - Universal accessibility standards and guidelines are to be applied to all new NCC sites, buildings & services.
- Universal accessibility is therefore an integral part of nearly every NCC Architecture project.
3. All SOA firms, regardless of category, can expect that the vast majority of call-ups will involve the rehabilitation, adaptive-reuse, and/or the addition to existing structures. Though much of NCC's project work over the next four years is expected to involve the rehabilitation and/or adaptive reuse of 19th C / early 20th C Canadian wood and masonry structures), an increasing proportion will involve 'modern heritage', and structures dating from 1920-1960. SOA firms must be excellent at making 21st C. interventions to existing structures.
4. Proponents submitting for the Heritage Conservation Architectural Services SOA Category can expect that much of their SOA work will involve buildings that are either FHBRO "Classified", or "Recognized", or of local heritage significance. SOA firms must be excellent at making 21st C interventions on heritage buildings of the FHBRO "Classified" and "Recognized" level.
5. All SOA firms regardless of Category can expect that the NCC will require SOA firms to integrate sustainable development ("green architecture") principles and standards to project work.

4.2 Overview; types of services:

In most cases, the SOA will be used for 'basic architectural services' where the architectural firm is prime consultant, quarterbacking the investigation, design and construction of projects. In some cases, the NCC's architectural team will have already prepared a schematic or preliminary design. The architectural firm would then be asked to provide basic architectural services starting at the design development stage.

In some cases, the project delivery method will be a Construction Management Contract.

Some projects handled under this SOA may be entirely technical in nature, without much opportunity for design flair and flourish, whereas other projects handled under this SOA may be very much about the 'idea', expressing how architecture can be exciting and dynamic.

The SOA services will vary from 'call-up' to 'call-up' (i.e. project to project); SOA firms may see their '*Core Architectural Team*' required to undertake any/all of the following on select projects:

- Master-planning;
- Delineation of user needs, statement of requirements, building programming, functional programming;
- Building fabric investigations and building-science issues;
- Building inspections and diagnostics;
- Building Code analysis;
- Analysis and design of universal access measures.

In their capacity as Prime Consultant, SOA firms will regularly be required to manage and direct a diverse range of sub-consultants / specialists. The nature and scope of these sub-contracted services will vary from project to project, and could include (but is not limited to):

- Electrical, mechanical, structural and/or civil engineering;
- Landscape architecture;
- Interior design;
- Model making, and/or graphic imaging - rendering;
- Specialized technical research (e.g. acoustics and materials science issues);
- Energy modeling and simulation;
- Design of security systems;
- Cost estimation and quantity surveying;

- Industrial design, environmental graphics (e.g. signage and graphic);
- Documentation, archival research and analysis of historical fabric and record.

Because there is such a wide range of sub-consultants and specialists that could be required to service the SOAs, this Request For Proposals does not determine the scope, type and rates of these sub-consultants / specialists; the scope, type and rates of these sub-consultants / specialists will be determined between SOA holder and NCC Project Manager on a 'call-up' by 'call-up' basis. For further information, see also Sections 2.7 and 3.2 above.

4.3 Specifics; types of services

For clarity's sake, the range of architectural services work has been separated into the following six (6) separate groupings:

- Prime Consultant duties and project management assistance;
- Pre-design research and analysis;
- Investigations and studies,
- Design,
- Construction Contract Documentation, and technical assistance
- Consultant Services During and After Construction (CSDAC).

Each of these services could include working with a Construction Manager. The types of work activities which could be included under each of the six components are listed below:

4.3.1 Prime Consultant duties and Project Management assistance:

SOA call-ups may involve Prime Consultant Duties, and as requested by NCC, specific Project Management tasks and activities. The activities will vary by project, and could include:

- Project management and design management assistance;
- Liaison with NCC staff and clients;
- Sub-consultant management;
- Preparation of written terms of reference;
- Preparing and making presentations to NCC committees;
- Preparing schedules, critical paths, time estimates;
- Quality and risk assessments and management;
- Organizing, project-related translations (and importantly, verifying the scope and quality of said translations);
- Arranging and co-ordinating meetings including minutes and agendas;
- Costing and quantity surveying;
- Best Management Practices.

4.3.2 Pre design, research and analysis:

SOA call-ups may involve pre-design, research and analysis activities. The activities will vary by project and could include (but are not limited to):

- establishing design criteria;
- user needs analysis;
- design and product research;
- analysing, generating and reviewing options;
- cost/benefit analysis and value for money assessment;
- feasibility analysis and pre design evaluation reports;
- reserve fund studies to map projected capital expenditures.

4.3.3 Investigations and Studies:

SOA call-ups may involve investigations & studies ranging from simple on-site consultations to more complex reports. These investigations & studies may be required to determine the current conditions of existing structures/buildings and/or the impact of additions/modifications, and/or researching for the NCC Project Manager 'new' project requests received from NCC portfolio/property managers. Activities in this category will vary from project to project, and could include (but are not limited to):

- cultural, physical and environmental resource assessments;
- identifying project requirements and issues;
- gathering of data, photographic records, samples and/or inventories;
- diagnosis and analysis;

- location and site analysis;
- operational programming and needs analysis;
- municipal (and other authorities) meetings, approval processes and requirements;
- developing 'course-of-action' options, design options, drawing conclusions and making recommendations;
- order-of magnitude cost estimating;
- "life cycle management" assessments of assets.

4.3.4 Design:

SOA call-ups may involve design work, contract documentation (including the working drawings and specifications), and diverse associated tasks and activities needed to support the path to project implementation. The activities could include (but are not limited to):

- Undertaking investigations to determine existing site conditions which could be affected by the design and to establish the location of existing underground works which may be affected;
- Preparing concepts;
- Preparing preliminary design documents including the analysis of design alternatives;
- Developing detailed designs;
- Developing working drawings;
- Preparing technical specifications, in accordance with the Commission's standard specifications format;
- Preparing quantity and/or cost estimates;
- Preparation of graphics and presentation drawings and material (various media);
- Assistance with presentations;
- Scheduling and attending meetings and keeping written records;
- And preparing / developing life cycle management plans for architectural work being designed under the SOA.

4.3.5 Technical Assistance

NCC may require assistance in the delivery and close-out of projects. SOA call-ups may involve:

- scheduling and attending meetings and keeping written records;
- assistance with and development of bilingual tender / contract documents (technical drawings & specifications);
- preparing technical specifications (in accordance with the National Master Specifications/SPECbase) for designs done by SOA firms &/or by others;
- basic AutoCAD input and drafting, for designs done by SOA firms &/or by others;
- quantity surveying;
- preparing commissioning reports;
- preparing detailed cost estimates;
- providing technical drawing services - of an existing building, and/or of building concepts and design ideas developed by NCC staff;
- preparing 'as built' drawings.

4.3.6 Consultant Services During Construction (CSDAC)

The NCC has in-house procurement, construction management and construction inspector 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 Project Manager (or NCC Construction Manager). . The objective of CSDAC is to ensure that the construction work conforms with the intent of the contract documents. CSDAC activities will vary project to project, and may include (but are not limited to):

- During tender period, advice to NCC on questions posed by prospective tenderers;
- During tender period, preparing bilingual addendum's, reviewing tenders received, cost analysis, and if/when requested by NCC, providing recommendation for contract award;
- Reviewing, modifying and approving Contractor's construction schedule;
- Calling and/or attending project meetings, and (as requested) preparing and distributing meeting minutes;
- Preparing and submitting work progress reports;
- Comparing construction work to contract requirements in relation to workmanship, material and schedule;
- Discussing and reviewing construction procedures to be used by the Contractor;

- Advising in respect to alternatives of construction methods or material proposed by the Contractor;
- Modifying designs and contract documents, as required, to provide for unexpected field conditions; (including preparation of sketches &/or drawings to depict design variations);
- Preparing technical text to be used in change notices and change orders;
- Reviewing and approving shop drawings;
- Evaluating the quantity and quality of materials received for construction purposes, prior to review by the NCC Project Manager and/or Construction Manager;
- Certifying substantial and/or final completion certificates;
- Reviewing operation and maintenance manuals prepared by Contractor;
- Issuing and overseeing final inspections;
- Organising/participation in commissioning of project;
- Participating in 'post-construction' evaluation and assisting in report preparation;
- Keeping photographic records of construction stages and procedures.
- Processing progress and final payment certificates;
- Preparing and/or coordinating collection of "as built" drawings;
- Transcription of 'as built' drawing information, to produce final "record" drawings on AutoCAD;

CSDAC services may, in exceptional circumstances, be expanded to include 'Resident Services'. These could comprise any/all of the following:

- Ensuring that the construction Contractor has obtained all necessary permits;
- Liaison with external organizations for work coordination;
- Approving the installation of the warning signs pertaining to the construction and the traffic protection;
- Comparing construction work to contract requirements in relation to workmanship and schedule;
- Arranging, preparing and shipping for testing, material supplied by the Contractor;
- Carrying out on-site tests to verify acceptability and prepare reports containing test results;
- Approving materials received as to quantity and quality;
- Preparing progress and final payment certificates;
- Compiling survey notes, diaries, records and reports substantiating payment certificates;
- Investigating, reporting and advising on unusual circumstances which may arise;
- Participation or involvement in commissioning;
- Listing and overseeing deficiency corrections;
- Completing final inspection at conclusion of construction, at end of maintenance period and as part of acceptance program and submitting final report;
- Keeping a diary of construction activities (workers, equipment, work done, etc);
- Keeping photographic record of various phases of construction;
- Maintaining record of "as built" conditions.
-

5 The Proposal

Proponents are required to submit their proposal in two sealed envelopes:

Envelope A shall contain:

- One (1) signed original and five (5) copies of the forms indicated in the Request For Proposal document;
- Six (6) hardcopies (i.e. printed copies) of the Technical Proposal developed in response to this Terms of Reference.

Envelope B shall contain:

- One (1) signed original of *Appendix D: Fee Schedule*.

Note that:

- Envelope B should not be inserted into envelope A;
- Envelope B will be opened only for those proposals which qualify technically as detailed in *Chapter 6: Proposal Evaluation* of this Terms of Reference.

5.1 **The Technical Proposal (Envelope A)**

5.1.1 **Format and quantities**

In Envelope A, proponents must provide:

- One (1) signed original and five (5) copies of the forms indicated in the Request For Proposal document,
- Six (6) printed copies of the Technical Proposal developed in response to this Terms of Reference.

Technical Proposals must not exceed:

- 100 single-faced sheets of 8.5"x11" size, or
- 50 double-faced sheets of 8.5"x11" size

however, proponents submitting for both categories are permitted to increase their proposal by up to 10 single-page sheets or 5 double-faced sheets.

Any Technical Proposals exceeding these limits will have as many pages as required removed from the end of the proposal to cut the Technical Proposal back to the stated page-count limits. Note that:

- The proposal's cover sheet **will not** count in the page count, provided it is composed of titles and/or graphics only;
- 'Letters of introduction' included in the Technical Proposal **will** count in the page count;
- Blank sheets, clear transparencies, and/or tab sheets used as separators **will not** count in the page count;
- The NCC's forms required for inclusion in Envelope A **will not** count in the page count.

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

Proposals must be bound or stapled, and all accompanying graphics, photographs, company profiles shall be included within each of the six (6) copies of the proposal submitted to NCC.

Pages in the proposal are to be numbered.

Proposals must provide a table of contents, including page number information.

Technical Proposals will not be returned to proponents following evaluations; they will either be kept on file at the NCC, or shredded.

5.1.2 **Content requirements (including information on criteria and weightings)**

Proponents must address each item in this Sub-section; the content requirements outlined in Sub-section 5.1.2 are the evaluation criteria for the Technical Proposal.

Within any given Part of the Technical Proposal, the proponent may organize the material in the manner they feel best ensures completeness and clarity of their information.

5.1.2.1 **Part 1: General information regarding proponent**

Part 1 of the Technical Proposal lays out basic information regarding the firm. Proponents should ensure that they cover at minimum the following information within Part 1 of their Technical Proposals:

- **Criterion 1.1 scored out of maximum 5pts**
The firm's expertise and ability to undertake the types of projects and services covered by this SOA:
 - **Basic information about the firm**
 - Provide the firm's corporate name and address;
 - Provide the firm's corporate status/structure, including date established;
 - Confirm the firm's ability to undertake work in the provinces of Ontario and Québec, noting whether the firm is registered with OAA and/or OAQ.
 - **Information about the firm's expertise and ability to undertake the type of work identified in "Chapter 4: Types of projects and services covered by this SOA".** Note: where project work is being referenced, it is important that proponents state the year of completion of these services.

- Outline of the firm’s areas of expertise, and portfolio of past project work;
 - Outline of firm’s staff contingent and profile;
 - Information regarding the firm’s overall structure, and how the *Core Architectural Team* and its members fit within the structure;
 - Information regarding the in-house resources and support available to the *Core Architectural Team*;
 - Outline information regarding the *Core Architectural Team*, as a unit:
 - Synopsis of who is considered a member of the proponent’s *Core Architectural Team*;
 - Confirmation that personnel named as members of the *Core Architectural Team* meet the minimum requirements outlined in “Appendix E: Definitions of Personnel/Service Classifications”;
 - Confirmation that the Senior Architect(s) and Intermediate Architect(s) included in the *Core Architectural Team* are in good standing with the Ontario Association of Architects (OAA) &/or l’Ordre des Architectes du Québec (OAQ), and have the right to practice their profession in Ontario &/or Québec;
 - Confirmation of how long each *Core Architectural Team* member has been working with the firm and/or other members of the *Core Architectural Team*.
- **Criterion 1.2 scored out of maximum 5pts**
The firm’s physical and IT resources:
 - Provide a description of the firm’s facilities, equipment and software (e.g. AutoCAD / Revit workstations, printing capabilities, other), and its networking capabilities;
 - Provide information regarding the firm’s approach to security of NCC project information, making clear which security-related provisions are already in place, and which would be instituted if the NCC were to offer an SOA to the proponent. (See Appendix F: Security, Access and Confidentiality).
- **Criterion 1.3 scored out of maximum 5pts**
The firm’s management approach:
 - Outline the organizational structure of the firm, and how the ‘*Core Architectural Team*’ would fit within it;
 - Provide details of the firm’s ‘back-up’ plan for the ‘*Core Architectural Team*’, (e.g. the strategy in place for upholding service levels to NCC if/when front-line ‘*Core Architectural Team*’ members are away or otherwise not available);
 - Indicate the firm’s project management experience, along with its normal method and its track-record for meeting critical deadlines, and how this would be carried out on SOA work;
 - Discuss the firm’s risk management philosophy, emphasising the firm’s approach to project tracking, cost control, time management and quality control and assurance, making clear how they would be carried out on SOA work.
 - Explain how the *Core Architectural Team*, will provide prompt and even immediate response to NCC call ups, including strategies to ensure that response times and limitations outlined in “Section 2.5: Eligibility for SOAs” will be satisfied.
- **Criterion 1.4 scored out of maximum 5pts**
The firm’s ability to provide bilingual service to the NCC:
 - Describe the firm’s capability to work day-to-day with NCC staff and others in both official languages, and firm’s ability/strategy to produce documentation in both official languages;
 - If the firm usually relies on sub-consulting translation firms, provide information about the translation firms and their experience with translating construction / technical documentation for government and/or institutional clients;
 - Provide specifics about the firm’s strategy for quality assurance on translations.
- **Criterion 1.5 scored out of a maximum of 10pts**
References:

- Proponents should provide three recent letters of reference from clients, each for a distinct project that reached construction-completion in the last 5 years. Note: the letters of reference should focus on the firm’s abilities and performance. References may be contacted.
- In cases where the proponent has worked with/for the NCC, the NCC reserves the right to auto-reference past contract files in the evaluation of this rated requirement.

5.1.2.2 Part 2: Qualifications and experience of proposed ‘Core Architectural Team’ personnel

Part 2 of the Technical Proposal focuses on the qualifications and experience of the proposed ‘Core Architectural Team’, in regards to the ‘categories’ for which the proponent has indicated they are interested in being considered. Most of the material in Part 2 should be comprised of curriculum vitae for each member of the “Core Architectural Team” including ‘backups”.

Proponents should ensure that they cover at minimum the following information within Part 2 of their Technical Proposals:

Criterion 2.1(G) (scored out of maximum 25pts)

Professional qualifications and experience of ‘Core Architectural Team’ members including academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, and illustrative past performance and achievements in the architectural domain for projects similar to those described under “Chapter 4: Types of projects and services covered by this SOA” that would require ‘General Architectural Services’

Criterion 2.1(H) (scored out of maximum 25pts)

Professional qualifications and experience of ‘Core Architectural Team’ members including academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, and illustrative past performance and achievements in the architectural domain for projects similar to those described under “Chapter 4: Types of projects and services covered by this SOA” that would involve Heritage Conservation Architectural Services (i.e. preservation, rehabilitation, restoration) of 19th C & early 20th C Canadian wood / masonry structures, and mid 20thC architecture.

Criterion 2.2 (scored out of maximum 5pts)

Experience over the past ten (10) years of ‘Core Architectural Team’ members with:

- Work breakdown analysis, estimation and tracking
- Construction cost estimation
- Construction scheduling
- Construction progress payments
- Change Notices and Change Orders
- As-builts, warranties & manuals, commissioning
- Alternate forms of project delivery (construction management, etc.)
- Etc.

Criterion 2.3) (scored out of maximum 5pts)

The *Core Architectural Team’s* demonstrated ability to achieve design solutions relevant and appropriate to the NCC’s objectives for design excellence, most notably:

- Functionality (generally, the NCC seeks good life-cycle performance, giving significant attention to the ease and cost of operating and maintenance work etc);
- Durability (generally, the NCC strives for a longer life-cycle than is the current market norm, to reduce the overall recapitalisation costs over at least a 30yr timeframe)
- Aesthetics and form (bear in mind that the NCC is seeking architectural project work that expresses Ottawa as a modern 21st C. capital city)

5.1.2.3 **Part 3: Project examples**

Part 3 of the Technical Proposal focuses on the firm's experience and strength with the types of projects and services the NCC is likely to request under the SOA. In Part 3 of the Technical Proposal, proponents are to provide graphics and text to describe up to ten (10) projects per category undertaken by the firm within the last ten (10) years, choosing projects that best show how the firm is suitable to NCC's requirements, and the types of projects and services outlined in "*Chapter 4: Types of projects and services to be covered by this SOA*".

The project examples will be used as the basis for evaluating:

- Criterion 3.1(G) (for proponents asking to be considered for SOA Category A: General Architecture Services);

and/or

- Criterion 3.1(H) (for proponents asking to be considered for SOA Category B: Heritage Conservation Architectural Services);

and

- Criterion 3.2 (for all proponents);

and

- Criterion 3.3 (for all proponents).

Proponents may include projects that are:

- 'construction completed';
- 'currently under construction';
- 'designed, and not yet under construction';
- 'studies and reports';
- 'theory' type projects;

but they should clearly state the status level of completion of the project.

For each project, proponents should provide:

- summary of the project scope, objectives and activities;
- the names of primary members of the project team, including their roles and responsibilities (note that projects involving members of the proponent's '*Core Architectural Team*' will command heightened interest) and the name(s) of sub-consultant(s) working in fields relevant to this RFP;
- the name(s) of the General Contractor (or the main contractors);
- the original project budget vs. final project cost (if slippage, indicate why);
- the original project schedule vs. actual project timeline (if slippage, indicate why);
- Client and General Contractor references (including names and phone numbers for each project illustrated. Note: references may be contacted, so please ensure the contact information is complete and accurate.

Though the NCC has no specific instructions regarding the quantity or nature of material to be provided for Part 3, proponents should:

- provide enough material per project to permit NCC to evaluate the attributes of the projects;
- select projects that best highlight the firm's experience and abilities in the specialties for which they are competing;
- include sufficient examples of constructed project work.

Criterion 3.1(G) (scored out of maximum 25pts)

- **The firm's (and especially the Core Architectural Team's) capability, experience and approach for projects requiring 'General Architectural Services'**, especially where the firm is acting as '*Prime Consultant*'. This Criterion will be evaluated based on:
 - The firm's work, in terms of role, scope of services, level of involvement on the cited projects;
 - The firm's work, in terms of quality;
 - The flexibility, interest displayed, assumption of responsibility demonstrated by the firm;
 - Observance of schedule, and budgetary controls;
 - And what other indicators NCC deems relevant to evaluating Criterion 3.1 (G)

Criterion 3.1(H) (scored out of maximum 25pts)

- **The firm's (and especially the Core Architectural Team's) capability, experience and approach on projects requiring 'Heritage Conservation Architecture Services, particularly 19th C / early 20th C Canadian wood and masonry structures', especially where the firm is acting as "Prime Consultant".**

This Criterion will be evaluated based on:

- The firm's work, in terms of role, scope of services, level of involvement on the cited projects;
- The firm's work, in terms of quality;
- The flexibility, interest displayed and assumption of responsibility demonstrated by the firm
- Observance of schedule, and budgetary controls
- And what other indicators NCC deems relevant to evaluating Criterion 3.1 (H)

Criterion 3.2 (scored out of maximum 5pts)

- **The firm's (and especially the 'Core Architectural Team's) capability, experience and approach on projects involving sustainability issues / "green architecture".** This Criterion will be evaluated based on:

- The firm's level of involvement in the cited projects;
- The recentness of the cited examples, especially where the cited project work involves certification systems;
- The relevance-to-NCC of the firm's cited examples in terms of scale, type, and sustainable-design strategies used;
- The firm's philosophical approach to sustainability / "green architecture", and the degree to which the cited examples illustrate this philosophy;
- The level of continuity vis-à-vis sustainability / "green architecture" thinking and design through the firm's cited projects.

Notes: For this Criterion, the Evaluation Committee will pay particular attention to:

- the completed construction projects;
- the level of involvement of the *Core Architectural Team* in the cited examples.

Criterion 3.3 (scored out of maximum 5pts)

- **The firm's (and especially the Core Architectural Team's) demonstrated ability to achieve "design excellence".** This Criterion will be evaluated based on the degree to which the firm's cited examples:

- are projects that are acknowledged as models for others to emulate (e.g. published projects, award-winning projects, and /or otherwise recognized for design excellence);
- include successful, new ideas about architectural space and building form;
- include fresh thinking to the use/deployment of materials, and successful architectural detailing;
- demonstrate an ability to attain design excellence within the context of projects with restricted budgets and cautious risk management tolerance;
- and what other indicators NCC deems relevant to evaluating Criterion 3.3

Notes: For this Criterion, the Evaluation Committee will pay particular attention to:

- the completed construction projects;
- the level of involvement of the *Core Architectural Team* in the cited examples.

5.2 The Fee Proposal (Envelope B)

See also:

- Section 6.2
- Appendix D: Fee Schedule, and
- Appendix E: Definitions of SOA Personnel/Service Classifications

- 5.2.1 The fee proposal is to be submitted in a separate sealed envelope, as per instructions provided under the Request for Proposal.
- 5.2.2 The fee proposal shall include an hourly rate for each category of SOA personnel as per “*Appendix E: Definitions of SOA Personnel/Service Classifications*”, namely:
- Person managing the firm’s SOA services to NCC;
 - Senior Architect;
 - Intermediate Architect;
 - Architect;
 - Senior Architectural Technician/Technologist;
 - Architectural Technician, Architectural technologist, Architectural Intern, Draftsperson and/or CAD operator;
 - Construction supervisor.
- Failure to include an appropriate rate for each of the seven (7) categories of SOA personnel will lead to disqualification of the proposal.
- 5.2.3 Hourly rates must be stated in Canadian funds, and must not include taxes. 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:
 - travel time
 - travel fare
 - mileage
 - parking fees;
 - taxi charges;
 - etc.are to be included in the applicable hourly rates;
 - b) Reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentations specified in the Terms of Reference;
 - c) Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant’s main office and branch offices and between the Consultant’s offices and other team members offices;
 - d) Courier and delivery charges for deliverables specified in the Terms of Reference;
 - e) In-house computer work station;
 - f) Plotting charges;
 - g) Presentation materials;
 - h) Rental of office space;
 - i) and any other expense identified in the Terms of Reference that the Commission will not pay for.
- 5.2.4 The following disbursements are not to be included in the hourly rates, and **shall** be reimbursed to the consultant at actual cost:
- a) Extraordinary reproduction and delivery costs of drawings, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
 - b) Extraordinary transportation costs for material samples and models additional to that specified in the Terms of Reference;
 - c) Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy;
 - d) Other extraordinary disbursements made with the prior approval and authorization of the NCC Project Manager.
- provided they are:
- reasonably incurred by the Consultant;
 - related to the services required for a ‘call-up’;
 - and pre-approved by the NCC Project Manager;

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

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

- 5.2.5 Core Architectural Team members based outside the National Capital Region, the proponent will need to provide an all-inclusive travel cost for SOA-related visits to the NCR. The 'per visit' cost should presume that the Core Architectural Team member is travelling alone to the NCR, on irregular schedule, on consecutive weeks. The 'per visit' cost shall be presumed to be a round-trip cost, including all associated travel costs and travel-time costs. Note: once within the NCR, the quoted hourly rates for Core Architectural Team shall be in effect, as per clause 5.2.3 a)

6 Proposal Evaluation

The evaluation process will involve up to four steps:

- Step 1: Evaluation of technical proposals;
- Step 2: Evaluation of fee proposals;
- Step 3: Combination of the technical and fee proposal scores, to determine rankings;
- Step 4: Determination of firms to be offered an SOA.

Note:

- The NCC retains the right to accept or reject any proposal;
- The NCC reserves the right to amend any provisions contained herein and/or to issue any addenda;
- The NCC reserves the right to request any clarification of information submitted by any or all proponents it deems necessary in order to assess to its satisfaction proposal(s). NCC shall not be required to request missing information from proponents that are causing their proposal to be considered incomplete.

6.1 Step 1: Technical proposal evaluation

- 6.1.1 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 Sub-section 5.1.2 "*Content Requirements (including criteria and their weightings)*", for each 'Category' for which the proponent has indicated interest. The NCC will use the same Evaluation Committee for all submissions. Where a proponent has elected to pursue both Categories A and B, the Evaluation Committee will evaluate the proponent's response to each Criterion from the vantage point of each Category.
- 6.1.2 The Technical Evaluation Committee will be comprised of not less than three architects, engineers, and/or landscape architects currently working with the federal government in the design and construction domain.
- 6.1.3 The Technical Evaluation Committee will include architects, with federal government experience in the heritage conservation and sustainable architecture fields.
- 6.1.4 The following scoring protocol will be used by the Technical Evaluation Committee when evaluating the proponent's response to criterion:
- Responses deemed "Excellent; exceeds requirements" will score 90-100% of the criterion's maximum possible score;
 - Responses deemed "Very good; fully satisfies requirements" will score 80-90% of the criterion's maximum possible score;
 - Responses deemed "Good; fully satisfies most requirements" will score 70-80% of the criterion's maximum possible score;
 - Responses deemed "Fair; satisfies many but not all of the minimum requirements" will score 60-70% of the criterion's maximum score;
 - Responses that "do not satisfy the minimum requirements" will score between 0-60% of the criterion's maximum score.
- 6.1.5 The Technical Evaluation Committee will review Technical Proposals in three stages (or "Parts"):
- Part 1: General information regarding the proponent;
 - Part 2: Qualifications and Experience of proposed *Core Architectural Team* personnel;

Part 3: Project Examples.

- 6.1.6 The material in each Part will be evaluated individually to confirm whether the proponent satisfies all requirements of the Terms of Reference for that Part. Evaluations will be conducted as follows:
- The proponent's proposal must achieve at least 24 points (80%) for Part 1 material in order for its Part 2 material to be reviewed. If a proposal does not achieve 80% for its Part 1 material, the proposal will receive no further consideration;
 - The proponent's proposal must achieve at least 28 points (80%) for its Part 2 material in order for its Part 3 material to be reviewed. If a proposal does not achieve 80% for its Part 2 material, the proposal will receive no further consideration;
 - The proponent's proposal must subsequently achieve at least 28 points (80%) for its Part 3 material in order to be considered technically qualified and have its fee proposal considered. If a proposal does not achieve 80% for its Part 3 material, the fee envelope will not be opened and the proposal will receive no further consideration.

IMPORTANT REMINDER: For each 'Category' that they are pursuing, if a proponent fails to achieve the minimum point score for any of the three "Parts" of the technical proposal, the proposal will receive no further consideration for that 'Category', and the fee envelope will not be opened for that 'Category'.

6.2 Step 2: Fee proposal evaluation

Following the technical evaluation, fee proposal envelopes will be opened for proponents that meet or exceed the minimum 80% score in all parts of the technical evaluation for any 'category'.

Hourly rates and travel costs shall be submitted using "Appendix D: Fee Schedule". There must be an hourly rate and a travel cost stated for each staff classification outlined in *Appendix E; Definitions of SOA Personnel/Service Classifications*. Proponents must ensure that the information is clear and legible, and that one of the principals of the firm has signed and dated the completed *Appendix D: Fee Schedule* submitted to NCC.

In order to evaluate the proposals, the hourly rates and travel costs submitted by proponents on "Appendix D: Fee Schedule" will be combined into a single total cost - to give a basis of comparison between submissions, and to simulate a typical scale *call-up*. This will be done as follows:

- a) Multiplying the hourly rates for each category of SOA personnel by the following number of hours of service,:
- | | |
|--|-----------|
| <i>Person managing firm's SOA services to NCC</i> | 20 hours |
| <i>Senior Architect</i> | 50 hours |
| <i>Intermediate Architect</i> | 120 hours |
| <i>Architect</i> | 120 hours |
| <i>Senior Architectural Technician / Senior Architectural Technologist</i> | 80 hours |
| <i>Architectural Technician / Technologist / Draftsperson / CAD Operator</i> | 100 hours |
| <i>Construction supervisor</i> | 40 hours |
- b) Multiplying the per visit cost for each category of SOA personnel by the following number of visits to the National Capital Region
- | | |
|--|----------|
| <i>Person managing firm's SOA services to NCC</i> | 1 visit |
| <i>Senior Architect</i> | 3 visits |
| <i>Intermediate Architect</i> | 3 visits |
| <i>Architect</i> | 3 visits |
| <i>Senior Architectural Technician / Senior Architectural Technologist</i> | 3 visits |
| <i>Architectural Technician / Technologist / Draftsperson / CAD Operator</i> | 1 visits |
| <i>Construction supervisor</i> | 3 visits |

Clarification:

- The proponent has the right to assign an individual to more than one staff classification, with classification-specific hourly rates.
- For staff based in the National Capital Region, the firm must insert \$0 per visit for travel cost:

- For staff based outside the National Capital Region, it is acceptable that a firm may insert \$0 per visit for travel cost; inserting \$0 in such an instance will not alone cause the disqualification of the submission but please note that it does mean the firm must invoice \$ 0 per visit for travel cost.
- Where a firm has staff from both inside and outside the National Capital Region for a staff classification, they should insert the travel cost for the staff member that will most often fill that staff classification.
- Where the words “site visit” appear in 6.2 Fee Proposal Evaluation and Appendix D: Fee Schedule, the NCC means “round-trip travel to and from the project location” and/or “round-trip travel to and from NCC offices” (i.e. once working at the project location or NCC offices, the professional’s hourly rate shall be in effect for remunerable services).

The average price of all compliant Fee Schedules will be calculated by the NCC. The Fee Schedule closest to the calculated average price, either higher or lower, will receive a Price Rating of 100. The second, third, fourth, fifth, sixth, seventh, eighth, ninth and tenth Fee Schedule closest to the calculated average lowest prices, either higher or lower, receive Price Ratings of 95, 90, 85, 80, 75, 65, 55, 40 and 25 respectively. All other Fee Schedules receive a Price Rating of 10. Refer to the Request for Proposal document, Sections 7 and 8.

6.3 Step 3: Combining the technical & fee proposal scores, to determine rankings

Amalgamation of the scores for Technical and Fee components will be done separately for each ‘Category’ for which a proponent has expressed interest and achieved a minimum score of 80%.

The amalgamation of the Technical and Fee components will be done by adding the proponent’s Technical Proposal score for that ‘Category’ (the Proponent’s score out of maximum 100pts transformed for the purposes of the amalgamation to a score out of 70pts) to that proponent’s score for Fee Proposal (out of maximum 30 pts).

Thereafter, for each ‘Category’, qualified firms will be ranked in terms of highest score to lowest score.

6.4 Step 4: Determination of firms to be offered an SOA

Following Step 3, the NCC will select approximately six(6) highest-ranked firms for each of the two ‘Categories’ whom, subject to an NCC Procurement review, will be offered an SOA.

Reminder: the NCC acknowledges that it is possible that a firm hold SOAs in more than one ‘Category’.

Appendix A: General Conditions – Professional and Consulting Services

GC1 Interpretation

1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter
- 1.1.3 “Contractor” means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work under the Contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations in accordance with the Contract;
- 1.1.5 “NCC” means the National Capital Commission
- 1.1.6 “NCC Representative” means the person designated in the Contract, or by written notice to the Contractor, to act as the Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Representative to the Contractor.
- 1.1.7 “prototypes” includes models, patterns and samples;
- 1.1.8 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

GC2 Successors and Assigns

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

GC3 Assignment

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the NCC.

GC4 Time of the Essence

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

- 4.3 The Contractor shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Representative(s), the Contractor shall deliver a description, which is satisfactory to the NCC Representative of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the NCC may exercise the right of termination contained in GC8.

GC5 Indemnification

- 5.1 The Contractor shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the NCC of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the NCC under the contract shall not affect or prejudice the NCC from exercising any other rights under law.

GC6 Notices

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile or electronic mail, addressed to the party for whom it is intended at the address mentioned in the contract. Any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by facsimile or electronic mail 24 hours after was transmitted. The address of either party may be changed by notice in the manner set out in this provision.

GC7 Canadian Labour and Materials

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

GC8 Termination or Suspension

- 8.1 The NCC may, by giving written notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not

completed before the giving of such notice, The NCC shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the NCC Representative, that the costs and expenses were actually incurred by the Contractor, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC under the provisions of GC8 except as expressly provided therein.

GC9 Termination due to Default of Contractor

- 9.1 The NCC may, by written notice to the Contractor, terminate the whole or any part of the work if:
 - (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
 - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the NCC's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the NCC terminates the work in whole or in part under GC9.1, the NCC may arrange, upon such terms and conditions and in such manner as the NCC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the NCC for any excess costs relating to the completion of the work.
- 9.3 Upon termination of the work under GC9.1, the NCC may require the Contractor to deliver and transfer title to the NCC, in the manner and to the extent directed by the NCC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

The NCC shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the NCC Representative, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the NCC pursuant to such direction. The NCC may withhold from the amounts due to the Contractor such sums as the NCC determines to be necessary to protect the NCC against excess costs for the completion of the work.
- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the NCC issues a notice of termination under GC9.1, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of

termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

GC10 Records to be kept by Contractor

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of three years following completion of the work.

GC11 Ownership of Intellectual and Other Property including Copyright

- 11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.
- 11.2 Technical documentation shall contain the following copyright notice:
HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)
as represented by the National Capital Commission
- 11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the NCC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.
- 11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.

GC12 Conflict of Interest

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

GC13 Contractor Status

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

GC14 Warranty by Contractor

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

GC15 Amendments

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

GC16 Entire Agreement

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

Appendix B: Supplementary General Conditions – Professional and Consulting Services

GC1 Hours and Place of Work

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

GC2 No Additional Remuneration

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

GC3 Compliance with Legal Requirements

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

GC4 Responsibility of the NCC

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

GC5 Ownership of Documents

- 5.1 All documents submitted or prepared by the Contractor under the terms of the contract shall become the property of the NCC, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than the NCC, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
- 5.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.
- 5.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

GC6 Copyright

- 6.1 In accordance with section 12 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the NCC from the date of its first publication, during the remainder of that calendar year and for a period of fifty (50) years from the end of that calendar year.

GC7 Ownership of Inventions

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

1.1 GC8 Managers, Employees, Agents and Sub-contractors

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

1.2 GC 9 Use of NCC Geometrics' Database

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

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

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

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

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

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

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

Appendix C: Example of Rating Chart used by NCC in RFP Evaluations

Criteria (for detailed descriptions, see Section 5.1 of the Terms of Reference)		Maximum possible score	Proponent #1	
			Category A: General Architectural Projects	Category B: Heritage conservation Projects
Part 1: General Information regarding proponent				
Criterion 1.1:	The firm's expertise and ability undertake NCC's SOA projects and services	5pts		
Criterion 1.2:	The firm's physical and IT resources	5pts		
Criterion 1.3:	The firm's management approach	5pts		
Criterion 1.4:	The firm's ability to provide bilingual service to the NCC	5pts		
Criterion 1.5:	References	10pts		
Sub-total for Part 1:		30pts		

Note: Minimum technical evaluation score for Part 1 needed for a Proposal to be considered further is 80% (i.e. 24 pts out of the possible maximum 30pts)

Part 2: Qualifications and experience of 'Core Architectural Team'				
Criterion 2.1 (G)	Professional qualifications and experience of 'Core Architectural Team' members (including academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, and illustrative past performance and achievements in the architectural domain) for projects like those described under "Chapter 4: Types of projects and services covered by this SOA" that would require 'General Architectural Services'	25pts		
Criterion 2.1 (H):	Professional qualifications and experience of 'Core Architectural Team' members (including academic background, years of relevant experience, degree of specialty, membership in relevant professional associations, and illustrative past performance and achievements in the architectural domain) for projects like those described under "Chapter 4: Types of projects and services covered by this SOA" that would involve Heritage conservation (i.e. preservation, rehabilitation, restoration) of 19th C and early 20th C Canadian wood / masonry structures.	25pts		
Criterion 2.2	The Core Architectural Team's experience over the past ten (10) years with projects using/requiring structured and detailed project management and construction management systems	5pts		
Criterion 2.3	The Core Architectural Team's demonstrated ability to achieve design solutions relevant and appropriate to NCC's objectives for design excellence, in terms of functionality, durability and aesthetics	5pts		
Sub-total for Part 2:		35pts		

Note: Minimum technical evaluation score for Part 2 needed for a Proposal to be considered further is 80% (i.e. 28 pts out of the possible maximum 35pts)

Part 3: Project examples				
Criterion 3.1 (G)	The firm's capability, experience and approach on projects needing 'General Architectural Services', in comparison to the types of projects and services described under "Chapter 4: Types of projects and services covered by this SOA"	25pts		
Criterion 3.1 (H):	The firm's capability, experience and approach on projects involving Heritage Conservation type Architectural Services (i.e. preservation, rehabilitation, restoration) of 19th C / early 20th C Canadian wood and masonry structures, in comparison to the types of projects and services described under "Chapter 4: Types of projects and services covered by this SOA."	25pts		
Criterion 3.2:	The firm's (and especially the Core Architectural Team's) capability, experience and approach on projects involving sustainability issues / "green architecture"	5pts		
Criterion 3.3:	The firm's (and especially the Core Architectural Team's) demonstrated ability to achieve "design excellence"	5pts		
Sub-total for Part 3:		35pts		

Note: Minimum technical evaluation score for Part 3 needed for a Proposal to be considered further is 80% (i.e. 28 pts out of the possible maximum 30pts)

Technical proposal	(points awarded as per Section 6.1 of Terms of Reference)	100pts		
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AMALGAMATION:

TECHNICAL PROPOSAL SCORE (score 'out of 100' re-expressed as 'out of 70')	70pts		
FEE PROPOSAL SCORE (see Section 6.2 of Terms of Reference)	30pts		
TOTAL SCORE for Technical + Fee	100pts		

Appendix D : Fee Schedule

Professional Fees (hourly & unit rate)

See Section 5.2, for information providing details about what is (and isn't) included in the hourly rates for 'Core Architectural Team staff'
See Appendix E: Definitions of SOA Personnel/Service Classifications

For the purposes of Fee Proposal evaluation, proponents should include the following:

Personnel/Service Classification	Unit Rate	Unit Price Year 1 (A)	Unit Price Year 2 (B)	Unit Price Year 3 (C)	Unit Price Year 4 (D)	Sub-Total (E) (A+B+C+D)	*Estimated Quantity (F)	Total (E x F)
#1 – Person managing firm’s SOA services to NCC	Hourly	\$	\$	\$	\$	\$	20 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	1 Visits	\$
#2 – Senior Architect	Hourly	\$	\$	\$	\$	\$	50 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	3 Visits	\$
#3 – Intermediate Architect	Hourly	\$	\$	\$	\$	\$	120 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	3 Visits	\$
#4 – Architect	Hourly	\$	\$	\$	\$	\$	120 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	3 Visits	\$
#5 – Senior Architectural Technician / Technologist	Hourly	\$	\$	\$	\$	\$	80 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	3 Visits	\$
#6 – Architectural Technician/Technologist/Intern, Draftsperson and/or CAD Operator	Hourly	\$	\$	\$	\$	\$	100 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	1 Visits	\$
#7 – Construction Supervisor	Hourly	\$	\$	\$	\$	\$	40 hours	\$
	Per visit (Travel)	\$	\$	\$	\$	\$	3 Visits	\$
							Sub-Total	\$
							Tax	\$
							Total	\$

Notes :

Presume visits are expressed as round-trip costs, including personnel time-costs
Presume visits are done on subsequent weeks, and that person is travelling alone
*Estimated quantity is for evaluation purposes only
All above fees must be identified in Canadian Funds, and are considered to be 'not including taxes'

Failure to include an appropriate rate (hourly and travel) for each unit price box outlined above will lead to the disqualification of the proposal.

Firm Name _____ Submitted by _____

Signature _____ Date _____

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

Appendix E: Definitions of SOA Personnel/Service Classifications

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

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

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

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

- Licensed with Ontario Association of Architects (OAA) &/or Ordre des Architectes du Québec (OAQ)
- Minimum 10 years Canadian professional experience as a Licensed Architect, with proven ability to manage multiple complex projects
- Extensive experience managing multi-disciplinary project teams, through all project stages. Extensive experience managing sub consultants.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time & control cost.
- Ability to co-ordinate a number of simultaneous management and design activities in tight time frames and to meet critical deadlines.
- Extensive experience with the types of projects and services outlined in Chapter 4 of this RFP

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

- Licensed with Ontario Association of Architects (OAA) &/or Ordre des Architectes du Québec (OAQ)
- Minimum 5 years Canadian professional experience as a Licensed Architect, with proven ability to be responsible for day to day management of complex projects.
- Significant experience managing multi-disciplinary project teams, through all project stages Significant experience managing sub consultants.
- Demonstrated ability to provide reliable cost and time estimates, track projects, manage time & control cost.
- Ability to co-ordinate a number of simultaneous management/design activities to meet critical deadlines.
- Significant experience with the types of projects and services outlined in Chapter 4 of this RFP

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

- Licensed with a Canadian provincial/territorial architectural association
- Ability to work effectively on multi-disciplinary project teams. Experience working with sub consultants.
- Demonstrated ability to provide reliable cost and time estimates.
- Ability to co-ordinate a simultaneous project designs to meet critical deadlines.
- Experience with the types of projects and services outlined in Chapter 4 of this RFP

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

- Graduation with an architectural technology diploma from a recognised institution, *or Graduate of a university architectural programme (this provision is included for firm's that have architectural graduates that though they have many years of relevant experience are not licensed architects)*
- Minimum 10 years of relevant experience.
- Ability to work effectively on multi-disciplinary project teams.
- Ability to produce contract documents and technical specifications.
- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with the types of projects and services outlined in Chapter 4 of this RFP
- Fluent with AutoCAD version 2008, and Microsoft office suite (at minimum MS Excel, Word & PowerPoint) or their more recent versions.
- Knowledge of Photoshop, SketchUp Adobe Illustrator or other software related to preparation of study reports / presentation documents will be seen as an asset.

Personnel/service classification #6:

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

- Graduation with an architectural technology diploma from a recognised institution, or Graduate of a university architectural programme
- Ability to work effectively on multi-disciplinary project teams to produce contract documents and technical specifications.
- Ability to co-ordinate a number of simultaneous activities in tight time frames and to meet critical deadlines.
- Experience with the types of projects and services outlined in Chapter 4 of this RFP
- Fluent with AutoCAD version 2008, and Microsoft office suite (at minimum MS Excel, Word & PowerPoint) or their more recent versions.
- Knowledge of Photoshop, SketchUp, Adobe Illustrator or other software related to preparation of study reports / presentation documents will be seen as an asset.

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

- Minimum 5 years construction supervision experience.
- Ability to work effectively on multi-disciplinary project and construction teams.
- Demonstrated knowledge of construction procedures, materials and techniques for northern climates.
- Experience working directly with contractors and demonstrated knowledge of construction contract requirements, procedures and reporting formats.
- Demonstrated ability to monitor and control construction schedules, costs and quality.
- Experience in preparation of construction progress reports, commissioning documents and post construction evaluations.
- Experience with a wide range of construction projects of the type outlined in Chapter 4 of this RFP.

Appendix F: Security, access and confidentiality clauses

1. Security Requirements

- 1.1. The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the SOA firm personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.
- 1.2. The NCC reserves the right to not award the Contract until such time as the SOA firm core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **SECRET***.

*Note: *For operation needs, and with advice or assistance from NCC Corporate Security, the security level required of SOA firms can be upgraded (Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.*

2. Additional information

- 2.1. As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.
- 2.2. The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.
- 2.3. The NCC reserves the right to impose additional security measures with respect to this SOA as the need arises.
- 2.4. When warranted by a Security Threat and Risk Assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.
- 2.5. The NCC also reserves the right to request that the SOA firm submit to a *Designated Organization Screening and/or Facility Security Clearance*— depending on the nature of the information it will be entrusted with. If the NCC makes such a request, the SOA firm can elect to:
 - 2.5.1. Decline the request, which will mean that they type of call-up requests may be limited to project work at non-secure sites, thereby affecting the quantity and value of call-ups.
 - 2.5.2. Comply with the request. In the event that the SOA firm does not meet the requirements to obtain the requested clearance, the SOA firm shall be asked take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible, or if the SOA firm fails/declines to take the recommended measures, the type of call-up requests may be limited to project work at 'non-secure' sites, thereby affecting the quantity and value of call-ups to the SOA firm.
- 2.6. Once a SOA firm has been cleared by NCC Corporate Security to work on 'secure site' projects, if it fails to maintain adequate facility security, then the SOA firm shall be in default of its obligations under this SOA and the NCC shall have the rights and remedies listed in RFP Section 2.5 "Eligibility for SOAs", including the right to terminate the SOA without further notice to the SOA firm..

3. Company Security Representative

- 3.1. The SOA firm shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees). Selection criteria for the CSR and the alternate are the following:
 - They must be employees of the SOA firm;
 - They must have a security clearance (the NCC will process the clearances once the individuals have been identified).
- 3.2. Responsibilities of the Company Security Representative
 - 3.2.1. The CSR's responsibilities are the following:
 - Act as liaison between the NCC's Corporate Security and the SOA firm to ensure coordination;
 - In collaboration with the NCC's Corporate Security, identify the SOA firm personnel who will require access to NCC information/assets/sites as well as any recurring subcontractors (and their employees) who will require similar access and may not be supervised by the SOA firm at all times during such access. Ensure that accurate and complete Personnel Security Screening

documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

- Ensure that employees/subcontractors, upon notification of having been granted a Reliability status, sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

4. Access to site

4.1. Unless otherwise indicated, all visits (employees of SOA firm and/or its sub-consultants, deliveries, visitors, pick-up of materials etc..) to "secure" sites shall be coordinated with, and approved through NCC Corporate Security.

Note: Name, date of birth of construction/ professional services company staff members must be forwarded to NCC Corporate Security prior to visiting the site at all times.

5. Confidentiality and Safeguarding:

5.1 Utmost care must be exercised by the Contractor/ Professional Services Company to ensure the safeguarding of any material prepared or received in handling SOA projects. The SOA firm must ensure that all employees and sub-contractor employees given access to project information and materials by the Contractor/ Professional Services Company. They must at all times treat the project information, records and materials as sensitive information held in trust for the NCC.

5.2 Without the prior written permission of NCC, the SOA firm shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) subject to clause 5.3 immediately below.

5.3 The SOA firm shall not distribute, reproduce, or disclose any documents, photographs, site plans, maps or information related to projects unless such distribution/reproduction/disclosure:

- Is reasonably required to obtain necessary permits and approvals to perform the work;
- Is reasonably required to facilitate the contracting and performance of sub-contractors, consultants and other parties involved in completing the contracted work, or;
- Is required by law.

Furthermore;

- When requested by the NCC, the SOA firm shall provide the names and date of birth of all parties that have or will receive such material or information, and;
- If advised by the NCC, the SOA firm shall not disclose such material or information to third parties identified by the NCC;
- When requested by the NCC, the SOA firm shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to third parties by the SOA firm.

6 Sub-contractor Work and Services

6.1 Note that all the above restrictions shall apply to all sub-contracts for work and services related to SOA project work.

Appendix G: Document formatting, labelling and handling

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 titleblocks 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 Submittals

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

- o An original hard copy or electronic copy of project deliverables (drawings, specifications etc), with Consultant logo(s) and professional stamp(s) and signature(s).
- o PDF version of the .DWG files, with consultant logo(s) and professional stamp(s) and signature(s).
- o .DWG format files of drawings
 - Note: At Consultant's discretion, Consultant's logo and professional stamp may be removed from the 'archive' copies of drawings, provided that the NCC has received an original stamped and signed of the drawings
- o .CTB File associated with the project, where applicable;
- o Digital files of all Sketch-up or other-software 3D modelling work in their original file format and in pdf format
- o

2.7 File delivery

File transfers must adhere to the following rules:

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

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.
- A drawing must not contain any object definitions without geometry. For example; an empty text or blocks without objects.
- No object must be fund on layer "0" or DEFPOINTS except for objects contained in a block definition and the dimensions.
- A drawing must not contain any detectable error using the Audit Command.

All presented files must also adhere to the following rules of best practice.

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

3.2 Drawing co-ordinates

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

3.3 Layering Standards

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

4 Convention for naming electronic documents / media:

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

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

Note: the aforementioned example would thus appear as:

Rideau Hall 2003 Verandah rehabilitation PlanA1 XYZ Architects.dwg

SOA firms 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 H: Supplier - Direct payment and Tax Information Form

and

Appendix I: Certificate of Commitment to Implement Employment Equity

Refer to separate attachments

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

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

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

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

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

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

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

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

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY

The Federal Contractors Program for Employment Equity requires that some Canadian organizations bidding for federal government contracts make a formal commitment to implement employment equity*, as a pre-condition to the validation of their bids. All bidder must check the applicable box(es) below and either return with your bid or within 24 hours of request. Failure to do so will render the bid non-responsive.

Program requirements do not apply for the following reason(s):

- bid is less than \$200,000;**
- this organization has fewer than one hundred (100) permanent part-time and/or full time employees;**
- this organization is a federally regulated employer;**

For the Organization submitting bid

or program requirements do apply:

- copy of signed Certificate of Commitment is enclosed;**
- or**
- Certificate Number is _____.**

For the Organization submitting bid

* The criteria and other information about the Federal Contractors Program for Employment Equity, if not enclosed, are available upon request.

CERTIFICATE NO.: _____

**FEDERAL CONTRACTORS PROGRAM
CERTIFICATE OF COMMITMENT
TO IMPLEMENT EMPLOYMENT EQUITY**

Name of the Organization

The above-named organization hereby certifies its commitment to implement employment equity when both of the following conditions apply:

1. the organization has a Government of Canada goods or services contract worth \$200,000 or more; AND
2. the organization has 100 or more permanent full-time and/or permanent part-time employees.

In such circumstances, the organization undertakes to implement employment equity in keeping with the Criteria for Implementation. This document, duly signed by the chief executive officer, constitutes a Certificate of Commitment which, under the Federal Contractors Program for Employment Equity, is a prerequisite for the validation of bids submitted in the circumstances listed above.

Signature of the Chief Executive
Officer or Equivalent

Date

Please Print Name and Title

Industrial Sector

Organization

Number of Employees

Address and Postal Code

Telephone