


**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
 PROFESSIONAL SERVICES IN SMART BUILDING TECHNOLOGIES  
 NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # MA063**

**REQUEST FOR A STANDING OFFER (RFSO)**

CONTRACTING AUTHORITY : Micheline Al-Koutsi Senior Procurement Officer <a href="mailto:micheline.al-koutsi@ncc-ccn.ca">micheline.al-koutsi@ncc-ccn.ca</a>	BID DEADLINE:  June 8, 2023 at 3:00 pm EDT
RETURN TO:  National Capital Commission NCC Bid email <a href="mailto:Bids-soumissions@ncc-ccn.ca">Bids-soumissions@ncc-ccn.ca</a> Emails to refer to NCC tender file no. MA063	

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

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

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at – [micheline.al-koutsi@ncc-ccn.ca](mailto:micheline.al-koutsi@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Contracting Authority shall examine the content of the enquiry and shall decide whether to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 The technical & financial proposals are to include all relevant information as defined in the attached Request for a Standing Offer (RFSO) document.
- 1.3 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.
- 1.5 A debriefing of a Proponent's Technical Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on [Tender opportunities|CanadaBuys](#). The debriefing will include an outline of the reasons the submission was not successful.
- 1.6 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm(s) will be required to complete and return a Supplier–Direct Deposit Payment and Tax Information Form provided by the NCC prior to SOA award and then will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

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- 1.7 The Security Requirements, the General & Supplementary Conditions for Professional & Consulting services and the General Instructions to Bidders for construction services will also form part of the resulting SOA and subsequent call-up/contract purchase order(s).
- 1.8 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.9 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.10 Facsimile transmittal of proposals will not be accepted.
- 1.11 Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.12 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.13 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-Contractors for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.14 The Contractor shall indemnify and save harmless the NCC, its employees and agents, from losses arising out of the errors, omissions or negligent acts of the Contractor, its employees and agents, in the performance of the Services under the Agreement.
- 1.15 The Contractor's liability to indemnify or reimburse the NCC under the Agreement shall not affect or prejudice NCC from exercising any other rights under law.

## 2.0 REQUEST FOR STANDING OFFER AGREEMENT

### 2.1 INTRODUCTION

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

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

### 2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

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

**2.3 STANDING OFFER REQUIREMENT:**

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

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

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

**2.4 CALL-UP PURCHASE ORDER DOCUMENT:**

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

**2.5 CALL-UP PURCHASE ORDER LIMITATION:**

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$4,900,000.00 including all fees, disbursements, sub-Contractor costs and applicable taxes.

<b>Project Description</b>	<b>CALL-UP LIMIT</b>	<b>BID SOLICITATION LIMIT</b>
<b>Low Complexity / Risk</b>	\$100,000.00	N/A
<b>Medium to High Complexity / Risk</b>	\$100,000.00	\$4,900,000.00

The NCC will issue bid solicitations for projects when the estimated price is above the call-up limit (\$100,000.00).

The NCC reserves the right to on occasion:

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

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

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

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

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

## 2.6 ESTIMATED SOA EXPENDITURE:

It is the intention of the NCC to award up to three (3) Standing Offer Agreements with an estimated expenditure combined of \$ 12,000,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

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

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

## 2.7 INVOICING:

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

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

- Low Complexity / Risk - CALL-UP PO – Up to \$100,000.00
  - The performed services will be invoiced in accordance with the rates quoted in the Contractor's SOA proposal (Appendix "B" – Fee Proposal Form).
  - In the case of sub-Contractor work, amounts based on sub-Contractor proposals and pre-approved by the NCC Technical Authority. Total fees (including expenses) must remain within the maximum amount authorized for each purchase order.
- Medium to High Complexity / Risk - BID SOLICITATIONS – Between \$100,000.00 and \$4.9M
  - The performed services will be invoiced in accordance with the rates quoted in the Contractor's SOA proposal (Appendix "B" – Fee Proposal Form).
  - Advancement of the work and deliverables;
  - Total fees (including expenses) must remain within the maximum amount authorized for each purchase order.

Any extras or charges to the original scope and cost of PO work must be discussed with the NCC Technical Authority; An addendum must be issued by the NCC Contracting Authority before the execution of said work. The NCC will not compensate the Contractor for additional work undertaken without the prior written authorization of the NCC Technical Authority.

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

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

To ensure good project communication, it is recommended that Contractors advise the NCC Technical Authority when 50% of approved costs have been incurred for a given PO.

**2.8 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.

# REQUEST FOR STANDING OFFER (RFSO)

PROFESSIONAL SERVICES IN  
SMART BUILDING TECHNOLOGIES



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## 1. OVERVIEW

The National Capital Commission (NCC) wishes to retain the services of contractors to provide **Professional Services in Smart Building Technologies (2023-2029)** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

It is the NCC's intention to award a maximum of three (3) SOAs which will be in effect for a period of six (6) years from the date of award or until total expenditure level is attained, whichever comes first. The projects to be addressed under the SOA will be at various locations within the National Capital Region (Ottawa and Gatineau).

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

Purchase order (call-up) s made under a SOA **for Professional Services in Smart Building Technologies (2023-2029)** will be managed by NCC's Real Estate and Development Branch.

The SOA provides a stable labour cost multiplier and material discounts for associated works. Each project performed through the SOA will have a unique scope and deadline, subject to the needs of the NCC and its representatives.

The Request for Standing Offer (RFSO) for **Professional Services in Smart Building Technologies (2023-2029)**, including its appendices, will be considered as resulting contractual requirements towards any call up purchase orders against the SOA.

Further information regarding the NCC can be found at [www.ncc-ccn.gc.ca](http://www.ncc-ccn.gc.ca).

## 2. DESCRIPTION OF THE STANDING OFFER AGREEMENT

### 2.1 NUMBER OF STANDING OFFER AGREEMENT

The NCC wishes to retain the services of contractors to provide services on an "as and when requested" basis under a SOA **for Professional Services in Smart Building Technologies (2023-2029)**. It is the NCC's intention to award a maximum of three (3) SOAs, dependent on the number of qualified proposals.

### 2.2 DURATION AND EXTENSION(S) OF STANDING OFFER AGREEMENT

SOAs will be established for a period of six (6) years from the date of award or until total expenditure level is attained, whichever comes first.

### 2.3 REPLENISHMENT OF STANDING OFFER AGREEMENT LIST

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

The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next highest ranked firm(s)' as per rankings established under Section 7.3.3 (Fee Proposal Evaluation) of this document. Firms offered 'replenishment' SOAs will be expected to honour the hourly rates submitted in response to this RFSO.

### 2.4 EVALUATION OF CONTRACTORS

The NCC will evaluate the quality and performance of the Contractor's services and deliverables for each project. The Contractor Performance Evaluation Form is available in Annex "A". Should the Contractor's performance be considered unsatisfactory, the Contractor may be declared ineligible for future call-ups. The NCC reserves the right to cancel any SOA if the performance of the Contractor's is evaluated to be non-satisfactory or unacceptable.

### 2.5 SOA EXPENDITURE LIMITS

The SOA is intended for use projects of all scales. The maximum all- inclusive amount payable for any one purchase order (call-up) shall be **\$4,900,000.00** including all fees, disbursements, sub-contractor costs, amendments, and applicable taxes.

The NCC may request quotations from all SOA holders if the initial estimate of the work exceeds \$100,000.00 CDN, including all fees, disbursements, sub-contractor costs, etc.

The total estimated expenditure limit of work to be awarded per firm for the entire six (6) year Standing Offer Agreement period will be dependent on the number of firms retained and the NCC's estimated volume work for the six (6) year period 2023-2029.

## 2.6 ELIGIBILITY FOR STANDING OFFER AGREEMENTS

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

### 2.6.1 Service Under Purchase order (call-up) PO Requirements

Successful firms must, for the duration of the SOA, satisfy the following eligibility requirements:

1. Identify a primary point of contact to deliver services under a purchase order (call-up).
2. Must meet and maintain the Security Requirements outlined in Annex C. The NCC reserves the right to cancel SOAs held by firms that fail to uphold any of the security levels.

### 2.6.2 Urgent Services

Occasionally, Contractors may be expected to provide services within little or no delay. All Contractors must be in a position, by way of the firm's Core Team (see Section 5.2), to provide response when called upon and be capable of attending meetings or briefings at NCC offices or on site, within 2 business days of being requested.

## 2.7 INSURANCE REQUIREMENTS

### 2.7.1 Errors and Omissions Insurance

1. The Contractor must obtain Errors and Omissions Liability (also known as Professional Liability) insurance and maintain it in from the commencement of the performance of the Work until five (5) years after its completion, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.

If the policy is written on a claims-made basis, coverage must be in place for a period of at least twelve (12) months after the completion or termination of the SOA.

2. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

### 2.7.2 Commercial General Liability

1. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the SOA, in an amount usual for a contract of this nature, but for not less than \$ 5,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: National Capital Commission is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the SOA.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property

damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Elevator Liability, including escalators, hoists and similar devices.
- k. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty
- l. (30) days prior written notice of policy cancellation or any changes to the insurance policy.
- m. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract (call up po).
- n. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a sub-Contractor.
- o. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- p. Advertising Injury: While not limited to, the endorsement must include coverage piracy or misappropriation of ideas, or infringement of copyright, trademark, title or slogan.
- q. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
- r. Amendment to the Watercraft Exclusion to extend to incidental repair operations on board watercraft.
- s. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

## 2.8 FORMATTING, LABELLING AND HANDLING OF DOCUMENTS

Unless otherwise specified by the NCC Technical Authority, summaries, reports and schedules will be submitted as follows:

1. Electronic copies in native format and in \*.PDF format via e-mail or other manner as requested by NCC;
2. Summaries and reports will vary in size from letter to tabloid format to suit the type and content of the information being presented;

All project documents shall be handled according to the IT security policy as per the security requirements appendix C.

### REQUIRED FORMAT

Deliverables may be asked to be provided in the following formats, but are not limited to:

1. Written reports and studies MS Word and Adobe PDF
2. Spreadsheets and budgets MS Excel and Adobe PDF
3. Presentations MS PowerPoint, Visio and Adobe PDF

Any deliverables varying from these formats will be specified in the issued Terms of Reference.

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

Electronic copies of all such documents must be transferred to the NCC at completion of projects or information must be made available to the NCC Technical Authority for downloading.

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

## 2.9 PROJECT COMMUNICATIONS

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

Direct communications between the Contractor and other parties are permitted to enable the discussion and prompt resolution of routine technical issues. Decisions made or directions given by other parties must be documented and sent by the Contractor Project Manager (PM) for submission without delay to the NCC Technical Authority.

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

All communications, other than communications with Contractor's team members, shall be copied to the NCC Technical Authority within one (1) week of the correspondence being signed or received. The NCC Technical Authority shall be permitted access to all the Contractor's communications and files at any time. However, such files and copies of communications will remain in the care, custody and control of the Contractor and shall not be destroyed at any time.

The Contractor shall ensure that no Contractor employees communicate project information to the media unless requested to do so in writing by the NCC Technical Authority. Should reporters

or representatives of the media contact the Contractor or its employees, the Contractor shall refer the media to the NCC Technical Authority (or designated NCC communications staff) and notify the Technical Authority immediately.

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

## 2.10 STAKEHOLDERS

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



### 3. CONDITIONS & PROCEDURES FOR PURCHASE ORDERS

#### 3.1 INITIATING A STANDING OFFER AGREEMENT PURCHASE ORDER

Once a SOA is in place, individual requests for work will be processed and approved by Procurement Services as purchase orders (or purchase order (call-up) s against the SOA.

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

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

The procedure for initiating a Purchase Order (call-up) against a SOA is as follows:

##### 3.1.1 Initial Contact

The NCC Technical Authority will contact the Contractor to provide information and following either of the two following procedures:

- a. The NCC Technical Authority will have already prepared a written Statement of Work (SOW) for the work request, to which the Contractor will provide a proposal.
- b. The NCC Technical Authority may provide a simplified work request outlining the minimum requirements for the program, or a request for a turnkey solution based on a general list of requirements, to which the Contractor will provide a proposal.

The Contractor should include the minimum following details in their proposal against a standing offer:

- a. Detailed description of the scope of work and deliverables.
- b. The Contractor's proposed approach and methodology for the purchase order (call-up).
- c. List of staff assigned to the project (including the Contractor PM and their direct contact information) and a breakdown of time allocated to each.
- d. Timeframe to complete the project work.
- e. The Contractor's proposed fee for the purchase order (call-up) with a detailed cost breakdown as follows:
  - a. A fixed fee or maximum upset fee for the program, planning and design support services based on the rates and maximum upset unit travel rates quoted in the Contractor's Cost Proposal submitted in response to this RFSO (Appendix "B" – Fee Proposal Form).
  - b. The installation, deployment, reporting, end of term and decommissioning services based on the materials and equipment unit rates, hourly rates and maximum upset travel rates quoted in the Contractor's Cost Proposal submitted in response to this RFSO (Appendix "B" – Fee Proposal Form).

- c. Unit price items for equipment, products and materials will be paid in accordance with actual quantities as approved by the NCC Technical for each purchase order (call-up).
- f. The Contractor may be required to hire other sub-Contractors or specialist Contractors in order to complete certain purchase order (call-up). In the event the Contractor proposes to hire other sub-Contractors or specialist Contractors to a specific purchase order (call-up), it shall be clearly addressed in the Contractor's proposal to the (purchase order (call-up)).

### **3.1.2 Proposal Review**

The proposal in response to a work request shall be submitted to the NCC Technical Authority for final review and approval and shall be revisited, edited and/or resubmitted as necessary until the NCC Technical Authority finds the submission acceptable in terms of content, clarity, and cost.

### **3.1.3 Refusal to Submit an Offer on a Bid Solicitation**

If a Contractor refuses to respond to a work request three (3) times within a year, the NCC may set aside the Contractor's SOA for a one (1) year period.

### **3.1.4 Status of Availability of Resources - Offer**

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

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

### **3.1.5 Approved Proposal**

The Contractor's work cannot proceed until NCC Procurement Services has issued a purchase order (call-up).

Unless otherwise approved by the NCC Technical Authority, the Contractor's personnel assigned to a purchase order (call-up) must be selected from the Core Team in place for the Contractor (i.e. the list of individuals evaluated as part of Appendix "A-2" – Technical Criteria).

The NCC will not permit the Contractor to reassign a purchase order (call-up) to any other firm.

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

### **3.2 ESTABLISHING COSTS AND CASH FLOW ON A STANDING OFFER AGREEMENT PURCHASE ORDER**

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

## 4. SCOPE OF WORK

### 4.1 DESCRIPTION

The National Capital Commission seeks experienced Contractors to provide and integrate Smart Building Technologies and services into suitable buildings within its portfolio across the National Capital Region.

The key objective for this program will include the development of fully integrated Smart Building Technologies, which:

- a. Outline key performance indicators of information management and technology infrastructure necessary for elective collaboration and communication by modern computing standards;
- b. Implements a holistic building automation strategy based on data, predictive building maintenance and a sustainable approach to improve building performance, information management and occupant comfort; and
- c. Includes defining characteristics such as:
  - a. Planning and designs for intelligent and integrated building management systems;
  - b. Planning for future trends in controls and network infrastructure;
  - c. Delivers advanced systems including advanced analytics;
  - d. Integrates autonomous actions for safe, healthy and comfortable environments with optimized performance; and
  - e. Incorporates standardized, open protocols, interoperability and universal compatibility of devices, systems and parts where applicable.

Sample features for integration within Smart Building Technologies may include, but are not limited to:

- Lighting Controls
- Heating, Ventilation, Air Conditioning Controls
- Energy Efficiency/Energy Management
- Elevator Systems
- Fire & Life Safety Systems
- Intrusion Detection & Surveillance
- Occupancy Monitoring & Reporting
- Fault Detection & Diagnostics
- Communication Systems
- Wayfinding Solution

## 4.2 SCOPE OF SERVICES

### 4.2.1 Program Support Services

Program support services may include, but are not limited to:

1. Data Analysis support;
2. Data presentation preparation in the form of report, graphics or PowerPoint presentations;
3. Program planning such as sequencing, scheduling, budgeting for the proposed Work;
4. Attending virtual meetings with NCC staff and project stakeholders;
5. Stakeholder engagement strategy;
6. Development and presentation of the Contractor's Security Implementation Plan which addresses the security requirements of the program, including information management, physical security and cyber security requirements as defined by the NCC;
7. Development and presentation of the Contractor's Training Plan and training materials, including descriptions of training to be provided to NCC stakeholders, on-site operations staff, tenants and other relevant occupants on how to operate software, equipment or controls. This may include:
  - a. Examples and demonstrations on how to use the software and understand the data presented in User Interface;
  - b. The training delivery format, which may include: video guides, user manuals, webinars, or online demonstrations;
  - c. Training materials that are provided to users; and
  - d. Confirmation that training material is available for the duration of the Contract in both English and French.
8. Development and presentation of the Contractor's Data Management Plan to outline how the Contractor intends to ensure data quality. The plan should address the following:
  - a. How data quality will be tested, monitored, reviewed and accepted to ensure the use of only validated data in reporting;
  - b. Measures that will provide a high level of trustworthiness;
  - c. In the event of an outage and/or disruption, how the Contractor will ensure resilience and meet or exceed the following non-exhaustive items:
    - i. System integrity for the duration of its lifecycle;
    - ii. Continuity of usual business activities, with minimal or no impact to user experience associated with the system;
    - iii. Restoration of corrupted information or other data used in the system;
    - iv. Backfilling of lost data or gaps in data collection;
    - v. A Disaster Recovery Plan that ensures continuous monitoring of systems to prevent potential failures and data corruption.

## 4.2.2 Planning and Design Support Services

Planning and Design support services may include, but are not limited to:

1. Planning and design of the initial configuration of all systems, equipment and components including how they will interface with automated systems, energy meters and building controls.
2. Work in collaboration with the engineering and architectural professional design consultants to ensure integration of base-building systems, architectural components and other physical infrastructure with proposed systems.
3. Attend, participate and/or prepare presentation materials for proposed systems and infrastructure to project stakeholders and provide subject-matter expertise regarding Smart Building Technologies.
4. Planning support for project phasing or implementation of multiple installations across varying locations to be integrated across a centrally located monitoring/management platform.
5. A System Integration Plan that will address the following at a minimum:
  - a. Project timelines and key milestones;
  - b. Testing;
  - c. Training;
  - d. Client acceptance/sign-off criteria;
  - e. Security implementation;
  - f. Quality assurance and commissioning plan
6. A Preliminary Design Brief that will include and address the following at a minimum:
  - a. A site visit to the affected building(s);
  - b. A use-case analysis identifying the program requirements, anticipated users and proposed solutions to address the requirements, with a minimum of two (2) options for each use case being analyzed.
  - c. Identification of a suitable location for physical equipment and infrastructure, including installation requirements for its operation (i.e. power supply, telecommunications, etc.)
  - d. A cost estimate, including all ancillary infrastructure upgrades required to support the installation.
  - e. Testing of the signal strength for Cellular Modem operation;
  - f. A review of the configuration of the NCC networks, existing infrastructure and energy metering systems (if any) and assessments of the proposed systems integration requirements.
  - g. A review meeting with the NCC to present the Preliminary Design Brief and the Security Implementation Plan.
7. Preparation of specifications, drawings and construction materials to support the procurement, installation, testing and commissioning of materials, equipment, software, controls and other relevant components to ensure full operation of systems.
8. A shop drawings package that will include the following at a minimum:
  - a. Floor plans showing the location of all panels and related services;
  - b. A network diagram showing details of the central panel's configuration and connectivity to NCC networks and the Contractor's cloud services.

- c. Datasheets for each product proposed as part of the system's installation.

### **4.2.3 Installation Services**

Installation services may include, but are not limited to:

1. Supply, installation and set-up of all system equipment, either in centralized or stand-alone configurations, to ensure full operation of all components.
  - a. Centralized configuration: Building systems, meters and controls from multiple buildings connected on the same Local Area Network (LAN) or Virtual Local Area Network (VLAN). They are suitable for a single centralized control/monitoring platform to simultaneously collected data points from multiple buildings.
  - b. Stand-alone configuration: A building is completely isolated and uses a standalone network. They will require dedicated operating panels to interface locally to collect data points from a single building.
2. Site coordination, obtaining requirement permits and testing signal strengths for cellular connectivity.
3. Coordinating with property management, building occupants and other stakeholders to complete installations during Business Hours. Building systems and equipment should not be shutdown at any time, unless approved in writing by the NCC prior to commencement of the Work.
4. Provide installation summary reports (frequency to be determined for each purchase order (call-up) individually).
5. Ensure the compatibility of any existing equipment with the Contractor's new installation.
6. All physical hardware equipment and components will be owned and licensed to the NCC for use in its owned and managed facilities.
7. The NCC may, from time to time, look to retain the services of a General Contractor to perform general construction work as part of a new construction development or fit-up of an existing asset. In these instances, the Contractor shall coordinate and work collaboratively with the General Contractor to ensure conformance with health and safety requirements, project requirements, and proper integration of the new system with building systems.

### **4.2.4 Deployment Services**

System Deployment services may include, but are not limited to:

1. Site level programming;
2. Formatting and configuration for: data collection, archiving, operating and analytics;
3. Where existing BAS or energy metering data is present, migration to the new platform;
4. Software implementation compliant with the approved work plan and timelines;
5. Transmission of the formatted data points to the Contractor's cloud services;
6. Correction of any deficiencies as soon as reasonably practicable. Provide written notification to the NCC once a deficiency has been rectified.
7. Providing a secured connection between local system infrastructure and the Contractor's cloud services, in compliance with the NCC's information management and cyber security requirements.
8. Testing and demonstration of the operation of system infrastructure sending data to the Contractor's cloud services, in the presence of the NCC.
9. Obtain NCC acceptance prior to close-out, including at a minimum:

- a. Submission of as-built records, including the following: a corrected and updated version of Shop Drawings, details of the final system configuration and passwords.
- b. Submission of all commissioning and project close-out documentation, including certificates for warranties.
- c. Notify NCC to delete any temporary access privileges to system infrastructure, interface or database, that may have been used during installation and deployment.

#### 4.2.5 Reporting Services

Reporting services may include, but are not limited to:

1. Formatting the results generated through the building's data analytics and communicating them to the NCC.
  - a. Results may be reported monthly (or quarterly) through PDF reports or via the system's software platform;
  - b. Collection of energy consumption/demand data on an ongoing basis;
  - c. Remotely transferring the non-sensitive, unclassified data collected to their cloud;
  - d. Monitoring HVAC (and other building components) operations and trend logs;
  - e. Retain a maximum of 3 years of collected data, properly formatted, on the cloud server for the duration of the contract.
    - i. Provide a record of the deletion of 1 year (the earliest year) of building data from the cloud;
    - ii. Contractor will provide notice of the proposed data of deletion of the data and, if requested, arrange for the transfer of the data to the NCC
    - iii. All data collected from NCC buildings remains the property of the NCC.
  - f. Provide monitoring and maintenance services for the systems;
  - g. Conducting real-time analysis and fault detection and diagnosis;
  - h. Trouble shooting;
  - i. Identification of energy savings opportunities and recommended corrective actions;
  - j. Ensuring the correct functioning of the export and archiving of data points. This will include the responsibility for the timeliness, accuracy and completeness of the exports;
  - k. Provision and management of a vendor software user interface and data visualization;
  - l. Generation of reports, conducting meetings and communications with site staff.
2. Ongoing maintenance of the system for the duration of the contract, including, but not limited to:
  - a. Functionality and feature upgrades and enhancements;
  - b. System, software and security upgrades required, or that may become available;
  - c. Ongoing operational and technical system support to users;
  - d. Ongoing training for new users;
  - e. Technical support, debugging, and data backfilling as required to ensure adequate data transfer to external users;
  - f. A comprehensive warranty for the system's hardware/software.
3. The User Interface of the system will displace building and energy related information in the form of dashboards. The dashboards must be configurable and provide various levels of



information depending on the stakeholders. The system will display estimates of the annual energy, cost and greenhouse gas reduction opportunities associated with correcting an identified fault or operational inefficiency.

4. The Contractor will contact the applicable local utilities (electricity and natural gas) to determine the availability of conservation program incentives, rebates or grants that are applicable. If such incentives are available, the Contractor is required to fulfill all program requirements to obtain all applicable utility incentives on behalf of the NCC. This includes, but is not limited to, providing the local utility application documents, technical specifications, pictures, supporting calculations, measurement and verification plan, disposal certificates, invoices and proof of payments.

#### **4.2.6 End of Term Services**

End of Term services may include, but are not limited to:

1. Perform the end of reporting services upon written request from the NCC Technical Authority, including but not limited to the following:
  - a. Return the data collected to the NCC in an electronic format, including a description of the collected data;
  - b. Provide a written report disclosing the current state of the insights/recommendations provided or performed up to the effective date of termination of the Contract. The report should include all documentation produced or delivered by the Contractor for the duration of the Contract.
  - c. The report should be delivered in a professional manner acceptable to the NCC, within 14 Calendar Days from the request from the NCC Technical Authority.
2. Delete and/or destroy all NCC information and materials (unless the storage medium is shared).
3. Assist with the transition and handover of the Services, whether to the NCC or to a third party, on request of the NCC.

#### **4.2.7 Schedules**

The Contractor shall provide a baseline schedule for the Work, to be included in the proposal submitted for a given purchase order (call-up). Once a proposal and fee for a given purchase order (call-up) has been agreed upon with the NCC Technical Authority, the Contractor shall update this schedule on a regular basis and advise the NCC Technical Authority of any deviations without delay.

All tasks shall be indicated, linked and critical activities highlighted. The schedule baseline and updates shall be presented by the Contractor PM on a monthly basis (if not more frequently), reviewed and approved by the NCC Technical Authority.

The Contractor shall be responsible to provide adequate resources to adhere to the approved baseline of, and approved variations to, the schedule.

#### **4.2.8 Quality Management**

The Contractor shall use their quality management system to ensure a clear, concise, and traceable quality control implementation as to provide the best service and delivery quality to be reviewed by the NCC Technical Authority. All plans and policies identified or developed as part of the Work are to be maintained throughout the duration of the Standing Offer Agreement.

#### **4.2.9 Reports and Meetings**

Progress meetings shall be held between the NCC and the Contractor on a regular basis and shall be organized by the Contractor in agreement with the NCC Technical Authority.

The Contractor shall prepare agendas and minutes, issue progress reports, provide briefings, and obtain advice and guidance on issues (related to the study process, assumptions, methodologies, deliverables, and public consultation process), as required.

Progress meetings will normally be held virtually or at NCC offices.

#### **4.2.10 Turnkey Solutions**

Unless specified by the NCC Technical Authority within the purchase order (call-up), the Contractor will be completely responsible for providing a turnkey solution that is appropriately commissioned and operational. This must include all site coordination, electrical installations, network wiring or cellular communication setup, energy meters and building controls integration as needed, testing signal strengths, system configuration, etc. The Contractor must establish and ensure stable connectivity between the system and the Contractor's platform.

#### **4.2.11 Additional Services**

Notwithstanding the statements in 4.2.10 – Turnkey Solution, the Contractor must be able to provide additional services related to the proposed solution as requested from time to time by the NCC. Such services may be required if substantial changes are made to the NCC's building systems or Smart Building system.

If such services are requested and authorized by the NCC Technical Authority, the Contractor must be able to provide these services and will be paid in accordance with the hourly rates identified in this RFSO.

These additional services must not be considered for continuous maintenance or any system upgrades for the equipment and control points that are monitored under coverage of the proposed solution.

### **4.3 COMPONENT REQUIREMENTS**

#### **4.3.1 General Description**

1. The Contractor must provide a flexible system, including all necessary hardware, software, middleware, and technical support required to collect, store, analyze and transmit building data points from the existing Building Automation System (BAS) and meters once every 24 hours
2. The system will make use of most data points from the BAS, energy meters and ancillary monitoring infrastructure and will be capable of the following:
  - a. Collecting building performance and operational data
  - b. Archiving and maintaining historical data trends
  - c. Reviewing trends, compiling anomalies, faults, and diagnostics
  - d. Performing Building Analytics: run algorithms, performing historical comparisons, checking databases, and identifying insights for optimization
  - e. Providing reports, including recommended insights and economics of

implementation and the cost of implementing potential equipment or controls optimisation actions and the period of time for the cost to be recovered (simple payback)

- f. Measurement and verification of performance and results of implemented insights
- g. Services to push/post collected energy meter data for access by the NCC.

#### 4.3.2 Design / Performance Criteria

1. The system must be scalable to monitor additional devices and meters, integrate additional sensors, and deploy additional buildings as needed.
2. The system must:
  - a. Interface with multiple vendor systems concurrently to retrieve data.
  - b. Use non-proprietary, open communication protocol (e.g. BACnet), to interface with other open systems or third-party applications.
  - c. Use secured network links to transmit and access data.
  - d. Be reliable and available to users during Business Hours.
3. The system will collect information from existing building equipment, sensors and meters, then, analyze and detect faults (e.g. pump failed), anomalies (e.g. simultaneous heating and cooling) or any inappropriate operations of energy-using systems, such as HVAC.
4. Data collection:
  - a. Data points will be collected approximately every 15 minutes (24 hours per day and 7 days per week). Energy meter data collection will be at 60-minute intervals or less.
  - b. Maintain a trend log of each point in its local storage (onboard data historian) for a minimum of 3 months.
  - c. Format the data with point tagging and additional metadata to assist with Building Data Analytics.
5. Data transfer:
  - a. Data points will be collected approximately every 15 minutes (24 hours per day and 7 days per week). Energy meter data collection will be at 60-minute intervals or less.
  - b. Maintains a trend log of each point in its local storage (onboard data historian) for a minimum of 3 months
  - c. Format the data with point tagging and additional metadata to assist with Building Data Analytics.
  - d. To complete the data collection cycle, the system's panel must send a copy of the formatted data to the cloud services for the Contractor to review the data and run their data analytics software.
  - e. Local data is sent to the cloud once per day using the airgap switching system and the Cellular Modem that form part of the system's panel. The system's panel must be capable of transferring 72 hours of data within 60 minutes.
  - f. The airgap switching system will ensure the onsite hardware is never connected to the BAS at the same time it is connected to the cloud server.
  - g. Network switching must be done through a Randomized Timer (integrated or external to the airgap switching system), capable of status monitoring, to allow randomized periodic data transfer to the Contractor's cloud server.
  - h. The link between the system's panel and cloud service will use either Secure Shell

(SSH) or Transport Layer Security (TSL) protocols, two factor security protocols that provide encryption, authentication and integrity processes. The Contractor will provide a minimum of 256 bits encryption for this data transfer (45 minutes to one hour).

- i. At all times, the system's panel must be locked and configured to allow only outbound dataflow. The Contractor must never remotely connect, nor have the capability to remotely connect to the building's operational panel.
6. Cloud Services Data Archiving:
    - a. All data collected locally by system's panel must be stored on the Contractor's Cloud Services to archive historical data and to perform building analytics.
    - b. The Contractor will retain a maximum of 3 years of building data. At the 4-year interval, the Contractor will provide a record of the deletion of 1 year (the earliest year) of building data from the cloud, then every year thereafter.

### 4.3.3 Cloud Services

1. The Cloud Services environment is used as the central platform and includes: the main database to store data, servers to process computer-based analytics, and a web-server for users to connect to the User Interface.
2. The Contractor is only permitted to configure the system hosted by a qualified cloud service provider that has been awarded a "Framework Agreement" by the Government of Canada. Configuration on unqualified Cloud Services is not permitted.
3. All data collected and archived by the Contractor is to be stored on Cloud Services located in Canada. The Contractor will be required to use Cloud Services from the list of GC pre-approved Cloud Services providers ([https://gc-cloud-services.canada.ca/s/pspc-rfsa?language=en\\_US](https://gc-cloud-services.canada.ca/s/pspc-rfsa?language=en_US))
4. Contractors can only use authorized connections between their Cloud Services and other parties to transfer building data collected on NCC sites.
5. There will be no existing Internet connection to be used at the sites. The connection between the Contractor's system panel and Cloud Services is the responsibility of the Contractor.
6. The system platform must include Building Data Analytics and Fault Detection and Diagnostics (BDA/FDD).
7. The BDA/FDD must have the ability to mine vast amounts of data quickly and apply software-based algorithms to identify and define trends so that more proactive management of building systems can occur. The BDA/FDD must identify patterns that traditional BAS-type systems often overlook, draw conclusions, notify stakeholders, and suggest corrective measures for issues in building mechanical and control systems, via proactive automated recommendations, before they manifest themselves in ways that cause downtime or prolonged periods of inefficient operation.
8. The platform shall have advanced continuous commissioning strategies capable of fault detection prior to seasonal weather changes (i.e. proactive building maintenance based on geographical and seasonal variables).

### 4.3.4 Error Resolution

1. If the system fails to meet the requirements of the SOW and/or Contract, the Contractor, if requested by the NCC Technical Authority, must, as soon as possible, correct, at the Contractor's expense, any system errors and / or defects and make any necessary additions, modifications or adjustments to the hardware, software or middleware to keep

the system in good operating order, in accordance with the requirements of the SOW and Contract.

- a. The NCC Technical Authority will report, in writing, to the Contractor, any errors, defects and/or non-conformance issues of the system experienced by NCC, or affiliate users. Upon receipt of an error report from the NCC Technical Authority, unless provided otherwise in the Contract, the Contractor must use all reasonable efforts to provide NCC, within the time frames established herein, with a correction of said error, defect or non-conformance issue. Any software or hardware correction must meet the Contract requirements. The Contractor must use all reasonable efforts to provide permanent corrections for all software and hardware errors. All corrections will, immediately upon implementation, become part of the system and will be subject to the conditions of NCC's right to access and use the system.
- b. Unless stated otherwise in the Contract, the Contractor must respond system error reports in accordance with the severity of the error, as detailed in the paragraph herein. The severity will be determined by the NCC Technical Authority in its sole discretion acting reasonably, and will be communicated to the Contractor, based on the following definitions:
  - i. "Severity 1": indicates total inability to use the system, resulting in a critical impact on user objectives;
  - ii. "Severity 2": indicates ability to use the system, but user access is severely restricted;
  - iii. "Severity 3": indicates ability to use the system with limited functions which are not critical to overall user access;
  - iv. "Severity 4": indicates that the problem has been by-passed or temporarily corrected and is not affecting user access;
- c. Unless provided otherwise in the Contract, the Contractor must use reasonable efforts to correct system errors as follows:
  - i. "Severity 1": within 24 hours of notification by the NCC Technical Authority;
  - ii. "Severity 2": within 72 hours of notification by the NCC Technical Authority;
  - iii. "Severity 3": within 14 days of notification by the NCC Technical Authority;
  - iv. "Severity 4": within 90 days of notification by the NCC Technical Authority;

#### **4.3.5 Software Platform**

1. Through Cloud Services, the Contractor will operate, manage, and provide access to a cloud web platform and a User Interface. The platform will consist primarily of a database (to archive 3 years of building performance data), computing servers (to run building analytics programs and algorithms), and web server (to host building analytic results, recommendations, and to provide a User Interface for NCC staff to interact with findings).
2. The User Interface will be accessible through a standard web-browser and use a secured connection (HTTPS) and login credentials (username and password). User Interface login and access will be in accordance with the NCC's cyber-security requirements. Client software or browser plug-ins/add-ons will not be required on Government workstations.
3. At a minimum, the Software Platform should support the following web browsers and provide regular updates for their latest revision:
  - a. Microsoft Edge, Google Chrome, Firefox

4. The User Interface must include, at a minimum, the following:
  - a. All information displayed in both official languages (English and French) and offer the ability to select the language for the interface
  - b. Information in SI units
  - c. Non-proprietary open communication protocols.
  - d. Single sign-on capability without jeopardizing system security
  - e. Administrative and User privileges based on distinctive user IDs that include the ability to restrict access to individual users to specific functions, and to certain buildings, bases, or data types.
  - f. A user-friendly platform with graphics that can be navigated intuitively and easily viewed and understood by end users.
  - g. Website Content Accessibility Guidelines (WCAG) version 2.0 or higher.
  - h. A comprehensive search feature, enabling users to search for alpha- numeric key terms including French characters and special characters.
  - i. Update displayed information with a frequency of not less than once per hour.
5. The User Interface will present real-time data in easily understandable dashboards providing visibility and access to:
  - a. Collected energy data
  - b. All information regarding detected faults
  - c. Recommendations
6. The Software Platform must provide the following, at a minimum:
  - a. A secure, partitioned NCC dashboard accessible only to the Contractor and NCC employees.
  - b. Tools that allow building engineers and stakeholders to create, analyze, view, and understand building system equipment trends.
  - c. Display BAS and meter data simultaneously, and in multiple formats (ex. AHU graphics, temperatures, and trends).
  - d. A notification system to respond to a detected fault, alarm, or operation anomaly
  - e. A summary of faults, alarms or operational anomalies, generated and distributed on a weekly basis.
  - f. Record of notifications distributed to stakeholders in a monthly PDF report.
  - g. User-defined alerts and notifications to reinforce faults discovered by the system.
  - h. Tracking and recording of the alerts and notifications for future troubleshooting and historical analyses.
  - i. Within each alert or notification, users must have the ability to provide comments related to the event and invite/flag other users for their responses. All comments are recorded with the username, timestamped and kept in chronological order of their entry, similar to a web discussion forum.
  - j. Identification, summary and timestamp of notifications that have been accepted (acknowledged) and closed (completed) by the user.
  - k. Current “open” recommended corrective measures (by priority and by cost, monetary savings, GHG savings, and energy savings).
  - l. Energy consumption (compared to baseline, normalized to weather) in absolute values and as a ratio compared to baseline.

- m. Energy and GHG savings per period (e.g., annual, since a specific date) in absolute values and as a ratio compared to baseline.
  - n. Operations and Maintenance events occurring in the building.
  - o. Weather data.
  - p. Users will have the ability to identify opportunities to optimize on-going operations through a series of processes including: fault-based analysis, continuous evaluation of zones, set points, schedules, competing air handlers, unbalanced airflows, control component degradation, sensor failures, valve leakage, loose fan belts, etc.
7. NCC will have an unrestricted license (i.e., number of concurrent users, number of database connections (for NCC employees or Contractors working on behalf of the Federal government)). NCC will have unrestricted ownership rights to graphics and programming developed specifically under this contract (as opposed to the commercial off-the-shelf product that is initially licensed).
  8. The Software Platform must be able to perform dynamic backups of collected data, analytics results, notifications, alarms, user comments and recover of system data.

#### **4.3.6 Reporting Requirements**

1. The system will capture energy consumption/demand data on an ongoing basis and provide 24/7 monitoring of any situation that may lead to excessive energy consumption and carry out real-time data analysis to identify energy savings opportunities.
2. When the service contract is signed, the Contractor will host a meeting to introduce their managed services, processes, goals, and the Software Platform to NCC Technical Authority.
3. As part of the service contract, the Contractor will configure user accounts and set user permissions.
4. Once sufficient data is available (approximately 3 months) and stored in the Cloud Services, the Contractor shall proceed with data analytics software and reviewing building performance. This may include a combination of computer-based analysis and human-driven performance review by a Subject Matter Expert (SME).
5. Before being submitted to the building operator, the results / recommendations from the human-driven performance review by the SME will be approved by a Professional Engineer licensed in the province that the site work is being conducted.
  - a. To optimize energy consumption, the Contractor will work with NCC Technical Authority to understand the building requirements, consider occupant insights, and provide appropriate recommendations for scheduling, setpoints, operation and maintenance.
  - b. To ensure building optimization, the Contractor will remotely verify scheduling and system operation to recommend corrective actions for optimal energy performance from the BAS.
  - c. The Contractor will establish an ongoing process to resolve operating problems and improve occupant comfort.
  - d. Recommendations shall include a detailed description of the corrective actions, potential sources of the anomaly or fault, and the economics of implementing the insights. The economics of each insight should include:
    - i. The estimated annual savings realized if the insight / corrective action is implemented.
    - ii. The estimated annual savings, considering extended service life and

- reduced maintenance, if applicable
  - iii. Occupant comfort is considered a qualitative benefit and should not be considered in the economic benefits of the insights.
  - e. The Contractor will meet with users to review anomalies, recommended corrective actions, and other relevant project related items, and to make recommendations to integrate additional equipment, meters and/or buildings into the system.
  - f. The Contractor will perform measurement and verification of the performance and results of the recommendations implemented by the NCC.
6. The Contractor will report findings on the Software Platform via email to the project team. The first report will be issued within three months of starting reporting services, to allow time to gather sufficient data.
- a. Analytics findings will be documented on the Software Platform User Interface, including information related to each insight: insight description, observations, potential repairs/optimization, estimates of associated energy/GHG savings, and action items.
  - b. Through the User Interface, the NCC will be able to review details of each insight, investigate trends, triage items and provide written feedback to the Contractor when following up on insights and action items.
  - c. Reports in pdf format will be sent to the NCC via email. These reports will be generated by exporting data related to an insight directly from the Software Platform.
  - d. The reports will prioritize critical insights and provide discussion points during reporting services meetings.
  - e. All data will be available in non-proprietary formats (.csv, .xls and .ascii at a minimum).
  - f. The report format and content will be adjusted as required for the NCC.
7. The Contractor will conduct site visits, twice per year, no less than 3 months or more than 8 months apart, to review the installation including: systems verification and diagnostics, security patches, software updates, etc.
8. The Contractor will, during Business Hours and within the response times set by the NCC Technical Authority, provide ongoing customer support for the system, that meets or exceeds the requirements of this SOW, including but not limited to the following:
- a. Day-to-day support for the system functionality and troubleshooting, provided and available to all users during 100% of NCC's Business Hours
  - b. Maintain "up-to-date" logs to document all problems and difficulties experienced by system users. The logs must be shared monthly with the NCC Technical Authority.
9. All planned upgrades that will impact the system and / or Services will be communicated to the NCC Technical Authority in writing as soon as possible, but no later than least 30 days in advance of the deployment of such upgrades.



## 5. ROLES AND RESPONSIBILITIES

### 5.1 NCC REPRESENTATIVES

#### 5.1.1 NCC Standing Offer Authority

The Standing Offer Authority is responsible for the management of the SOA. Any changes to the SOA must be authorized in writing by the NCC Standing Offer Authority. The Contractor must not perform work in excess of or outside the scope of the SOA based on verbal or written requests or instructions from anybody other than the NCC Standing Offer Authority.

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#### 5.1.2 NCC Technical Authority

The NCC will appoint a Technical Authority who:

- a. Is responsible for managing the SOA, and, on behalf of the NCC, is responsible for the day-to-day management of the Contractor.
- b. Acts as a liaison between the NCC and the Contractor.
- c. Is required to be kept informed always of the progress of the work and of any problems and/or potential changes to the scope, cost, schedule, quality of work, communications, or risks immediately as they occur.
- d. In conjunction with the contractual authority, is the only one with authorization for any change to the scope, cost or schedule.

### 5.2 Contractor (Contractor's "Core Team")

The Contractor is responsible and accountable for the proper execution of all work identified in this SOW. The NCC's review and acceptance of the Contractor's work does not relieve the Contractor of responsibility for the completeness and accuracy of their work.

#### 5.2.1 Project Manager (PM)

The Contractor shall appoint a Project Manager who:

- a. Will be the Contractor's principal contact for the duration of the purchase order (call-up).
- b. Has full authority to act on behalf of the Contractor on all aspects of the work except scope, cost and schedule changes (unless explicitly stated elsewhere in this RFSO document or additional direction is given by the NCC Technical Authority).
- c. Shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Technical Authority for approval, together with any associated risks, cost implications or changes in schedule, and that all related issues are properly identified and reported.

### **5.2.2 Subject Matter Expert (SME)**

The SME is responsible for reviewing the analyses and reports prepared by Analysts to assess compliance with relevant codes and standards, and validate proposed resolutions and estimates associated with energy-savings-measures.

### **5.2.3 Analyst**

Analysts are technical staff responsible for performing the Reporting Services on a building-to-building basis including: reviewing system analytics, performing human-driven analytics, preparing reports, leading meetings and communicating with NCC staff.

### **5.2.4 Integration Specialist**

Technical staff with expertise in building data, communication protocols, databases, networking and IT security. The integration specialist is primarily engaged during the planning, installation and deployment phases, and is responsible for interfacing the Smart Building systems with building systems, configuring the system's controls, panels and devices and transferring data to the system's cloud services.

## 6. THE PROPOSAL

The NCC shall:

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

### 6.1 CONTENTS OF THE PROPOSAL

The Proponent is required to submit its proposal by the date and time indicated on the cover page in two (2) separate emails to [bids-soumissions@ncc-ccn.ca](mailto:bids-soumissions@ncc-ccn.ca), in the manner described below.

The **Technical Proposal** (email #1) shall contain:

1. One (1) digitally signed .PDF of the RFSO cover page that accepts the terms and conditions of this RFSO and addendum' s acknowledgement; and,
2. One (1) electronic copy in .PDF format of the Technical Proposal developed in response to this RFSO.

Note: The Fee Schedule cannot be part of the electronic version of the technical proposal.

The **Financial Proposal** (email #2) shall contain:

1. One (1) digitally signed .PDF of Appendix "B" Fee Proposal Form.
2. Email #2 will be opened only for those proposals which qualify technically as detailed in Item 7 Proposal Evaluation of this RFSO.

### 6.2 THE TECHNICAL PROPOSAL (EMAIL #1)

#### 6.2.1 Format and Quantities

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

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

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

1. Any tender solicitation forms to be submitted to the NCC.
2. 'Letters of introduction', CVs and Table of Contents.
3. Blank sheets, clear transparencies, and/or tab sheets used as separators.

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

<b>RFSO SECTION</b>	<b>NUMBER OF PAGES</b>	<b>MAXIMUM</b>
<b>1.1 Contractor’s Experience and Qualifications</b>	<b>2 pages per project</b>	<b>4</b>
Provide two (2) projects <ul style="list-style-type: none"> <li>Each project is limited to two pages.</li> </ul>		
<b>1.2 Core Team Expertise and Experience</b>	<b>2 pages per individual</b>	<b>8</b>
Provide four (4) CVs <ul style="list-style-type: none"> <li>Each individual is limited to two pages.</li> </ul>		
<b>1.3 Approach and Methodology</b>		<b>9</b>
<b>1.4 Product &amp; Services / Cost Management</b>		<b>4</b>

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

Note:

- a) Individual CVs are limited to no more than 2 pages
- b) A combination of page sizes is permitted (e.g. one executive (11”x17”) size page counts for two (2) sides of a letter (8 ½”x11”) size page.
- c) Pages in the proposal are to be numbered.
- d) Proposals must include a Table of Contents, with page number information. The Table of Contents is not counted in the page limits.

## 6.3 THE FINANCIAL PROPOSAL (EMAIL #2)

### 6.3.1 Fee Schedule

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

## 7. PROPOSAL EVALUATION

### 7.1 EVALUATION PROCESS

The evaluation process will involve the following phases:

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

The Total Score will be established as follows:

Technical Rating x 70% = Technical Score (Points)  
Price Rating x 30% = Price Score (Points)

### 7.2 TECHNICAL PROPOSAL EVALUATION

- a) To be declared responsive, a proposal must:
  - i. Comply with all the requirements of the solicitation;
  - ii. Meet all mandatory criteria; and
  - iii. Obtain the required minimum of 105 technical points overall on a scale of 150 points for the technical evaluation based on the Rated Requirements.
- b) Proposals not meeting requirements (i), (ii) and (iii) will be declared non-responsive.
- c) All technical proposals will be reviewed for basic eligibility by NCC Procurement. All proposals deemed eligible will then be evaluated by NCC's Technical Evaluation Committee.

### 7.3 BASIS OF SELECTION

#### 7.3.1 Mandatory Criteria

Each submission will be examined to determine that it meets all mandatory criteria. Submissions which fail to meet the mandatory criteria will be given no further consideration and will be deemed non-responsive.

#### 7.3.2 Point Rated Criteria:

Submissions will be evaluated and scored in accordance with the point rated technical criteria described in 1.1, 1.2, 1.3 and 1.4.

The scoring of point rated criteria are performed on a scale of 150 points.

#### 7.3.3 Fee Proposal Evaluation

Following the technical evaluation, the Fee Proposal emails will be opened for proponents that meet or exceed the minimum 70% rating.

The table below illustrates an example where all three offers are technically responsive, and the

ranking of the Proponents is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equal 150 and the lowest evaluated price is \$250,000 (250).

<b>Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)</b>				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		135/150	112/150	120/150
Bid Evaluated Price		\$300,000.00	\$275,000.00	\$250,000.00
Calculations	Technical Merit Score	$135/150 \times 70 = 63.00$	$112/150 \times 70 = 52.27$	$120/150 \times 70 = 56.00$
	Pricing Score	$250/300 \times 30 = 25.00$	$250/275 \times 30 = 27.27$	$250/250 \times 30 = 30.00$
Combined Rating		88.00	79.54	86.00
Overall Rating		1st	3rd	2nd

### **7.3.4 Issuance of Standing Offer Agreements**

The NCC will select a maximum of three (3) highest-ranked firms that will be offered an SOA.

**APPENDIX “A-1” – Mandatory Requirements**

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

Item	Requirement	Reference to Technical Bid (page number)
1.	<p><b>Data Hosting Requirements:</b></p> <ul style="list-style-type: none"> <li>1. The Proponent must attest that it has data hosting capability and server location(s) in Canada and list all its server locations within Canada;</li> <li>2. The Proponent must attest that its data hosting capabilities and server location(s) hosting the Software solution will be provided by a qualified cloud service provider that has been awarded a “Framework Agreement” by the Government of Canada. A qualified cloud service provider is as identified under Government of Canada Cloud Services Procurement Vehicle (32099), which can be accessed on the Government of Canada buyandsell.gc.ca website: <a href="https://gc-cloud-services.canada.ca/s/gc-cloud-fa?language=en_US">https://gc-cloud-services.canada.ca/s/gc-cloud-fa?language=en_US</a>;</li> <li>3. The Proponent must attest that all data will remain in Canada at all times and will not transit outside of Canada at any time.</li> </ul>	

## APPENDIX “A-2” – TECHNICAL CRITERIA

### 1 Rated Requirements

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

#### 1.1 Rated Requirement 1 – Contractor’s Experience and Qualifications

1. In a maximum of two (2) pages per project, list and briefly describe two (2) projects carried out by the Contractor Team. (If the project was undertaken by a firm other than the Proponent, indicate the name of the firm and the Proponent’s relationship to that firm.) Projects should be recent (completed within the last 5 years) and comparable in value and scope to potential call-ups under this SO and the Work as described in the RFSO:
  - A. Project 1 - 10 points:** Program, design and planning support services (for either stand-alone or centralized configuration); and
  - B. Project 2 - 10 points:** Installation, deployment and reporting services for a client with multiple buildings (minimum 5 buildings, in either a stand-alone or centralized configuration).
2. Projects should be presented numbered from 1 to 2 and should demonstrate the following:
  - a. The Contractor fees and completion date.
  - b. The overall work and services provided to the client, describing the relevance of the project presented to the requirements of the SO, as follows:
    - i. Project 1:**
      1. Demonstrate how the scope of the project is relevant to the Work outlined in the RFSO sections 4.2.1 and 4.2.2.
      2. Include a discussion on the advisory services provided to the client and how the Proponent engaged with client personnel. Describe how the Proponent managed client expectations and resolved issues, if any had arisen.
    - ii. Project 2:**
      1. Demonstrate how the scope of the project is relevant to the Work outlined in the RFSO sections 4.2.3 to 4.2.5.
      2. Discuss the presented project’s data security requirements. Discuss how the Proponent adapted to the client’s data security and IT security policies and how the required measures were implemented.
      3. Discuss how the Proponent managed data quality and data omissions/loss of data.
      4. Discuss how the Proponent communicated insights to the client.
3. The degree of responsibility (e.g. Prime vs. Sub-Contractor vs. Owner’s representative) of the Proponent. If a project was carried out under Joint Venture, the Joint Venture



partners should be identified and the degree of responsibility assigned to the Joint Venture members should be indicated.

4. Name, address and telephone numbers of client contacts that may be contacted in reference to the listed projects. By submitting a Proposal, the Proponent consents that NCC may contact such clients for verification purposes.

## 1.2 Rated Requirement 2 – Core Team Expertise and Experience

1. Provide one (1) resume for each of the following members of the Core Team:
  - A. Project Manager -10 points
  - B. Subject Matter Expert (SME) - 10 points
  - C. Analyst - 10 points
  - D. Integration Specialist - 10 points
2. Resumes should include:
  - A. A brief description of the proposed role and responsibilities for this SOA and for the projects presented in the resume.
  - B. Job designation within the firm.
  - C. Professional qualifications and total years of experience.
3. The resume of the SME to demonstrate the following:
  - A. The SME must demonstrate relevant experience as follows:
    - i. SME with an engineering degree/diploma related to mechanical or electrical engineering and approximately three (3) or more years relevant experience in the last five (5) years,

**OR**

    - ii. SME with an engineering degree/diploma other than mechanical or electrical engineering and approximately five (5) or more years relevant experience in the last eight (8) years; and
4. A response will be evaluated based on its completeness, the description of the proposed role and responsibilities being in alignment with the requirements of the SO and how the experience is similar and relevant to the requirements of the SO, by considering the criteria identified above and the Core Team's defined roles and responsibilities as described in the RFSO section 5.2.

## 1.3 Rated Requirement 3 – Approach and Methodology

- A. Team Organization and Coordination (maximum two (2) pages) - 20 points**
  - i. Describe the proposed project team structure (include an organizational chart) indicating responsibilities and reporting relationships for all the Work as described in the SOW. Ensure the services outlined in the RFSO are all demonstrated. If the Proponent proposes to provide the Work or part thereof by a subcontractor or as a Joint Venture, this should be indicated. Also indicate if the Software solution will be provided by the Proponent as a Licensed reseller vs. publisher.

- ii. Describe how your team will handle multiple assignments simultaneously and manage the workload of a call-up within your forecasted workload.

**B. Approach/Sequencing of Tasks (maximum two (2) pages) - 20points**

- i. Discuss the project implementation approach for a call-up that would consist planning and design support services, installation, deployment, reporting and end of term services, as described in the SOW.
- ii. Provide a high-level sequencing of tasks and milestones to perform the required Work and deliverables for a call-up. Provide a description of the resources required to perform the Work and prepare the key deliverables.

**C. Maintenance and Error Resolution (maximum two (2) pages) – 10 points**

- i. Demonstrate how the Proponent will ensure a comprehensive customer maintenance and error resolution plan to meet the requirements of the SOW. Describe your response time to user generated tickets, error resolution and escalation process for all software, middleware and hardware.
- ii. Demonstrate how the Proponent will address incident and non-conformance resolution within its organization (internally), with its subcontractors, and with the NCC.
- iii. Describe any assistance tools for the Software solution (user interface) that are readily available, such as a training manual, live chat or help menu.
- iv. If the Proponent will be a licensed reseller for the Software solution (not the publisher), indicate how the Proponent will ensure the Software maintenance requirements will be met, discuss the long-term commitment with the publisher.

**D. Quality Management (maximum one (1) page) – 10 points**

- a. Describe the Proponent's approach to quality management and how quality management will be applied consistently to the delivery of the Work and deliverables, to meet the requirements of the RFSO.

**E. Knowledge of Cyber Security and Data Security (maximum two (2) pages) – 10 points**

- a. Discuss the Proponent's knowledge of the cyber security and data security requirements. Describe the Proponent's approach that will be taken to manage the cyber and data security requirements of the RFSO, as referred at Annex C – Security Requirements. Discuss data encryption, system security controls, monitoring, and recovery processes applicable to this RFSO.

## 1.4 Rated Requirement 4 – Product & Services / Cost Management

**A. Products and Services (maximum two (2) pages) – 10 points**

- i. Describe the Proponent's approach to the delivery of quality and breadth of the product(s) and service(s) offered, including relative performance to industry standards and best practices.

- ii. Describe the Proponent’s approach to maintaining competitive level of pricing for the Vendor’s available products and services, including 3<sup>rd</sup>-party products and sub-contracted services, where applicable.
- iii. Describe the Proponent’s approach to warranties on products and services, including detailed descriptions on the ease of process and support to resolve deficiencies or warranty claims.

**B. Cost Management (maximum two (2) pages) – 10 points**

- i. Describe the Proponent’s approach to the program support services and design and planning support phases to achieve key objectives while maintaining cost, performance and quality requirements for both initial installation and operation of new systems. Include descriptions of the Proponent’s options analysis procedures used to develop the preferred solution for implementation.
- ii. Describe the Proponent’s approach to estimating, monitoring and controlling costs during the installation and deployment phases.
- iii. Describe the Proponent’s approach to managing maintenance, operation and service costs of systems while maintaining ongoing performance of systems.

## 2 EVALUATION SUMMARY

Proposals that are responsive (i.e. which meet all the mandatory requirements set out in the RFSO) will be reviewed, evaluated and rated by the Evaluation Committee.

In the first instance, price emails will remain unopened and only the technical components of the proposal will be evaluated in accordance with the following to establish Technical Ratings.

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED SCORE
<b>1.1: Contractor’s Experience and Qualifications</b>			
1A	1.0	0 - 10	0-10
1B	1.0	0 - 10	0-10
<b>1.2: Coe Team Expertise and Experience</b>			
1A	1.0	0 - 10	0-10
1B	1.0	0 - 10	0-10
1C	1.0	0 - 10	0-10
1D	1.0	0 - 10	0-10
<b>1.3 Approach and Methodology</b>			
A	2.0	0 – 20	0-20
B	2.0	0 - 20	0-20
C	1.0	0 - 10	0-10
D	1.0	0 - 10	0-10
E	1.0	0 - 10	0-10
<b>1.4 Product &amp; Services / Cost Management</b>			
A	1.0	0 - 10	0-10
B	1.0	0 - 10	0-10
<b>Total</b>			<b>0 – 150</b>

### 3 Evaluation and Rating

Each criterion will be evaluated based on the Evaluation Rating Table below, and the points granted will be multiplied by the Weight Factor in order to generate the Weighted Rating for that specific criterion.

<b>NON-RESPONSIVE</b> <b>0</b>	<b>INADEQUATE</b> <b>2</b>	<b>WEAK</b> <b>4</b>	<b>AVERAGE</b> <b>6</b>	<b>GOOD</b> <b>8</b>	<b>STRONG</b> <b>10</b>
The following evaluations apply to evaluation of 1.1 – Contractor’s Experience					
Did not submit information	Representative projects generally not related to program needs.	Representative projects marginally related to program needs.	Representative projects somewhat related to program needs.	Representative projects closely related to program needs.	Representative projects directly related to program needs.
The following evaluations apply to 1.2 – Core Team Expertise and Experience					
Did not submit information	Team members lack qualifications and experience.	Team members do not have minimum qualifications and experience.	Team members meet qualification and experience requirements.	Team members are well qualified, and their experience is closely related to program needs.	<ul style="list-style-type: none"> <li>Team members are highly qualified, and their experience is directly related to program needs.</li> </ul>
The following evaluations apply to 1.3 – Approach and Methodology					
Did not submit information	Poor response to Approach and Methodology demonstrating lack of understanding of the needs of program.	Approach and Methodology of bidder unsatisfactory, demonstrating partial understanding of the needs of program.	Approach and Methodology of bidder demonstrates a minimum response and understanding required to meet the needs of program.	Approach and Methodology of bidder well developed and demonstrative of a good understanding of the needs of program.	Approach and Methodology of bidder highly developed and demonstrating a strong understanding of program needs.
The following evaluations apply to 1.4 – Products & Service / Cost Management					
Did not submit information	Extremely poor, insufficient to meet performance requirements	Little capacity to meet performance requirements	Acceptable capability, should ensure adequate results	Satisfactory capability, should ensure effective results	Superior capability, should ensure very effective results

## APPENDIX “B” – FEE PROPOSAL FORM

### 1 Basis of Payment

The Basis of Payment for call-ups shall comprise of the following:

#### B1 Contractor’s Fee for Services

1. Contractor’s Fee for Direct Services
2. Contractor’s Fee for Sub-Contracted Services

#### B2 Cost of Equipment, Products and Materials

1. Cost of Equipment, Products and Materials – Own Catalogue
2. Cost of Equipment, Products and Materials – 3<sup>rd</sup> Party Vendors/Suppliers

#### B3 Allowable Disbursements

### B1 Contractor’s Fee for Services

1. The Contractor shall provide services for the work in accordance with the scope of work for each call-up, as developed, reviewed and approved by the NCC Technical Authority.
2. The Contractor’s Fee for Services shall be comprised of two primary categories:
  - a. **Contractor’s Fee for Direct Services:** Services performed by the Contractor’s own forces.
  - b. **Contractor’s Fee for Sub-Contracted Services:** Services performed by a Subcontractor or 3<sup>rd</sup> party supplier (with written approval from the NCC Technical Authority) under the management and supervision of the Contractor.

#### B1.1 Contractor’s Fee for Direct Services

1. The Contractor shall provide an all-inclusive labour cost multiplier that will apply to all personnel under the employment of the Contractor to carry out work under the call-up.
2. **Labour Cost Multiplier:** The Contractor’s premium charge-out rate calculated as a percentage including and above the hourly direct labour cost (i.e. hourly gross rate of pay) for the Contractor’s personnel.
3. **Direct Labour Cost:** Direct labour cost for all personnel under employment of the Contractor shall be defined in one of two manners:
  - a. **Hourly Workers:** For personnel employed by the Contractor as hourly pay, the direct labour cost shall be calculated as the gross hourly rate of pay.
  - b. **Salaried Workers:** For personnel employed by the Contractor as salaried pay, the direct labour cost shall be calculated as the gross weekly pay (before

deductions) divided by the number of hours of the employee's standard work week.

4. The following are to be included in the Contractor's All-Inclusive Labour Cost Multiplier:
  - a. the base rate of pay, wages or salaries;
  - b. vacation pay;
  - c. benefits which includes:
    - i. welfare and/or social assistance contributions;
    - ii. pension contributions;
    - iii. union dues;
    - iv. training and industry funds contributions; and
    - v. other applicable benefits and costs, if any, that can be substantiated by the Contractor;
  - d. Statutory and legislated requirements assessed and payable under statutory authority, which includes:
    - i. Employment Insurance contributions;
    - ii. Canada Pension Plan or Quebec Pension Plan contributions;
    - iii. Workplace Safety and Insurance Board, Worker's Compensation;
    - iv. Board or Commission de la santé et de la sécurité du travail premium;
    - v. Public Liability and Property Damage insurance premiums; and
    - vi. Health tax or insurance premiums;
  - e. Incentive remuneration/Profit sharing;
  - f. Sick pay;
  - g. Computers and standard computer software (as well as peripheral devices but excluding printing devices);
  - h. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
  - i. Stationery/miscellaneous offices supplies (excluding printing/reproduction costs);
  - j. E-mail addresses/servers;
  - k. Short-term disability / parental or maternity leave;
  - l. Training costs;
  - m. Professional associations;
  - n. Travel/lodging;
  - o. Company or employee vehicles;
  - p. Site parking or arrangements in lieu thereof; and
  - q. Local and head office overheads; and
  - r. Profit

**Example:**

***Total Hourly Rate = Direct Labour Cost (Per Hour) x Labour Rate Multiplier***

***Total Hourly Rate = \$50 (Per Hour) x 3.0***

***Total Hourly Rate = \$150 (Per Hour)***

**Table 1 – Labour Cost Multiplier**

<b>Description of Requirement</b>	<b>A – Labour Cost Multiplier</b>	<b>B – Direct Labour Cost</b>	<b>Extended Total (A x B)</b>
Contractor's Fee for Direct Services		\$500,000	\$ (1)

**Note:** The above noted value for Column B – Direct Labour Cost is for evaluation purposes only and is not indicative of the value of proposed call-ups.

**B1.2 Contractor's Fee for Sub-Contracted Services**

1. The Contractor shall provide an all-inclusive mark-up for all services performed by subcontractors, including for administration, profit, overhead and any other additional costs borne by the Contractor for the procurement, management, coordination or supervision of services.

**Table 2 – Contractor's Fee for Sub-Contracted Services**

<b>Description of Requirement</b>	<b>A – Percent (%)</b>	<b>B – Value of Sub-Contracted Work</b>	<b>Extended Total (A x B)</b>
Contractor's Fee for Sub-Contracted Services	%	\$1,000,000	\$ (2)

**Note:** The above noted value for Column B – Value of Sub-Contracted Work is for evaluation purposes only and is not indicative of the value of proposed call-ups.

## B2 Cost of Equipment, Products and Materials

1. The Contractor will provide the equipment, products and materials as stated in the requirements for each call-up.
2. All equipment, products and materials provided under each call-up must be new/current model. The Contractor must deliver all equipment, products and materials as operational to the Site.
3. The Contractor shall make available to the NCC a means to validate or authenticate the Contractor's authorized dealers, distributors and/or resellers relative to the equipment, products and materials related to each call-up.
4. All pricing quoted by the Contractor must reflect the total cost of acquisition. This means that the quoted cost is for delivered equipment, products and materials that are operational for their intended purpose and includes all costs to for delivery to the Site.
5. The Contractor must arrange and pay for the return shipment on equipment, products and materials that arrive in a defective or inoperable condition.
6. The Contractor will be responsible for replacement in the event of the delivery of nonconforming equipment, products and materials.
7. At any time, the Contractor may offer a specific selection of equipment, products and materials at discounts greater than those listed under this Fee Proposal Form.
8. The Contractor's Fee for Services shall be comprised of two primary categories:
  - a. **Cost of Equipment, Products and Materials – Own Catalogue:** All equipment, products and materials offered under the Contractor's own catalogue or through the catalogue of a Vendor/Supplier for which they are an authorized dealer or distributor.
  - b. **Cost of Equipment, Products and Materials – 3<sup>rd</sup> Party Vendors/Suppliers:** All equipment, products and materials that are not offered under the Contractor's own catalogue or through the catalogue of a Vendor/Supplier for which they are an authorized dealer or distributor.

### B2.1 Cost of Equipment, Products and Materials – Own Catalogue

1. The Contractor shall provide discounted rates for equipment, products and materials supplied directly on the basis of the categories presented in Table 3.
2. The Contractor may offer discounts greater than those listed in Table 3, based on volume or any other consideration, during the development of the offer for each call-up.
3. The Contractor shall apply discounts on the basis of the Manufacturer's Suggested Retail Price (MSRP) / List Price. Prices are to be listed in Canadian Dollars, excluding taxes.
4. If discount rates are not indicated for a category (or are not supplied under the Contractor's own catalogue), it shall be evaluated as 0% for the total fee calculation.



**Table 3 – Cost of Equipment, Products and Materials – Own Catalogue**

<b>Category</b>	<b>A – Percent Discount (%)</b>	<b>B – Value of Equipment, Products and Materials</b>	<b>Extended Total ((100% - A) x B)</b>
Building Automation / Control Systems	%	\$1,000,000	\$ (3)
Fire & Life Safety	%	\$500,000	\$ (4)
Security	%	\$500,000	\$ (5)
Energy Management	%	\$1,000,000	\$ (6)
All Other Services (Please specify)	%	\$500,000	\$ (7)
<b>Total (3+4+5+6+7)</b>			<b>\$ (8)</b>

**Note:** The above noted values for Column B – Value of Equipment, Products and Materials are for evaluation purposes only and are not indicative of the value of proposed call-ups.

## B2.2 Cost of Equipment, Products and Materials – 3<sup>rd</sup> Party Vendors/Suppliers

1. The Contractor shall provide an all-inclusive mark-up for all equipment, products and materials, including for administration, profit, overhead and any other additional costs borne by the Contractor for their procurement, management, coordination or supervision.

**Table 4 – Cost of Equipment, Products and Materials – 3<sup>rd</sup> Party Vendors/Suppliers**

Description of Requirement	A – Percent (%)	B – Value of Equipment, Products and Materials	Extended Total (A x B)
3 <sup>rd</sup> Party Equipment, Products and Materials	%	\$500,000	\$ (9)

**Note:** The above noted value for Column B – Value of Equipment, Products and Materials is for evaluation purposes only and is not indicative of the value of proposed call-ups.

## B3 Disbursements

1. The following will not form part of the evaluation process.
2. Disbursements will be reimbursed at cost without allowance for mark-up or profit, supported by invoices/receipts, when pre-approved by the NCC Technical Authority.
3. These items include:
  - a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CAD files, specifications and other Technical documentation, to comply with NCC requests.
  - b. Extraordinary transportation costs for material samples and models additional to that specified in each call-up.
  - c. Fees for approvals and permits to conduct field investigations and material testing.
  - d. Extraordinary travel and accommodation requirements requested by the NCC shall be reimbursed in accordance with the current Treasury Board Travel Policy.
  - e. Other extraordinary disbursements provided they are:
    - i. Reasonably incurred by the Contractor
    - ii. Related to the services required for a call-up

## B4 Total Fee Proposal Amount for Evaluation Purposes

**Table 5 – Total Fee Proposal Amount (For Evaluation Purposes)**

<b>Description</b>	<b>Table Totals</b>	
Labour Cost Multiplier (Table 1)	\$	(1)
Contractor's Fee for Sub-Contracted Services (Table 2)	\$	(2)
Cost of Equipment, Products and Materials – Own Catalogue (Table 3)	\$	(8)
Cost of Equipment, Products and Materials – 3 <sup>rd</sup> Party Vendors/Suppliers (Table 4)	\$	(9)
<b>Total Fee Proposal Amount (1+2+8+9)</b>	\$	

**SIGNATURE OF THE FEE PROPOSAL FORM**

I, the undersigned, being a principal of the Proponent, confirm that all amounts prescribed in this APPENDIX B – FEE PROPOSAL FORM were properly completed for the Services required for this RFSO.

<b>Name of Bidder / Consultant :</b>	
<b>Address of Bidder / Consultant :</b>	
<b>City :</b>	
<b>Province / State :</b>	
<b>Postal Code / Zip Code:</b>	
<b>Telephone :</b>	
<b>Fax :</b>	
<b>Email :</b>	
<b>Signature :</b>	
<b>Title :</b>	
<b>Date :</b>	

**END OF FEE PROPOSAL FORM**

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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix C

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#### **GC1 Interpretation**

##### **1.1 In the contract**

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

#### **GC2 Successors and Assigns**

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

#### **GC3 Assignment**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix C**

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#### **GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

#### **GC5 Indemnification**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix C**

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- 5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Commission of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission from exercising any other rights under law.

#### **GC6 Notices**

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

#### **GC7 Canadian Labour and Materials**

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

#### **GC8 Termination or Suspension**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix C**

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

#### **GC9 Termination due to Default of Contractor**

- 9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.



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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix C

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

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

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

#### **GC10 Records to be kept by Contractor**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix C**

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#### **GC11 Ownership of Intellectual and Other Property including Copyright**

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

#### **GC12 Conflict of Interest**

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

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**GENERAL CONDITIONS**  
**Professional and Consulting Services - Appendix C**

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**GC13 Contractor Status**

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

**GC14 Warranty by Contractor**

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

**GC15 Member of House of Commons**

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

**GC16 Amendments**

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

**GC17 Entire Agreement**

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

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## SUPPLEMENTARY CONDITIONS

### Professional and Consulting Services - Appendix D

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**SC1 Hours and Place of Work**

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

**SC2 No Additional Remuneration**

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

**SC3 Compliance with Legal Requirements**

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

**SC4 Responsibility of the Commission**

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

**SC5 Ownership of Documents**

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

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix D**

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

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

**SC6 Copyright**

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

**SC7 Ownership of Inventions**

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

**SC8 Managers, Employees, Agents and Sub-contractors**

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

**SC 9 Use of NCC Geomatics Database**

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

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

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix D**

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- 9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.
- 9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.
- 9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.
- 9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.
- 9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material to the NCC Project Manager, or provide proof to the NCC that all copies of the database and related material have been destroyed.

**Appendix E**  
**General Conditions**  
**Construction Services**

- GI01 Completion of Tender
- GI02 Identity or Legal Capacity of the Bidder
- GI03 Goods and Services Tax / Harmonized Sales Tax
- GI04 Québec Sales Tax
- GI05 Capital Development and Redevelopment Charges
- GI06 Registry and Pre-qualification of Floating Plant
- GI07 Listing of Subcontractors and Suppliers
- GI08 Tender Security Requirements
- GI09 Submission of Tender
- GI10 Revision of Tender
- GI11 Acceptance of Tender
- GI12 Procurement Business Number
- GI13 Bid Depository
- GI14 Compliance with Applicable Laws
- GI15 Approval of Alternative Materials
- GI16 Performance Evaluation

**GI01 Completion of Tender**

- 1) The tender shall be:
  - (a) submitted on the Invitation to Tender and Acceptance Form provided through the Government Electronic Tendering Service (GETS) or on a clear and legible reproduced copy of such Invitation to Tender and Acceptance Form that must be identical in content and format to the Invitation to Tender and Acceptance Form provided through GETS;
  - (b) based on the Tender Documents listed in the Special Instructions to Bidders;
  - (c) correctly completed in all respects;
  - (d) signed by a duly authorized representative of the Bidder; and
  - (e) accompanied by
    - (i) tender security as specified in GI08; and
    - (ii) any other document or documents specified elsewhere in the solicitation where it is stipulated that said documents are to accompany the tender.
- 2) Subject to paragraph 6) of GI11, any alteration to the pre-printed or pre-typed sections of the Invitation to Tender and Acceptance Form, or any condition or qualification placed upon the tender shall be cause for disqualification. Alterations, corrections, changes or erasures made to statements or figures entered on the Invitation to Tender and Acceptance Form by the Bidder shall be initialled by the person or persons signing the tender. Initials shall be original(s). Alterations, corrections, changes or erasures that are not initialled shall be deemed void and without effect.
- 3) Unless otherwise noted elsewhere in the Tender Documents, facsimile copies of tenders are not acceptable.

**GI02 Identity or Legal Capacity of the Bidder**

- 1) In order to confirm the authority of the person or persons signing the tender or to establish the legal capacity under which the Bidder proposes to enter into Contract, any Bidder who carries on business in other than its own personal name shall, if requested by the NCC prior to award of contract, provide satisfactory proof of:



- (a) such signing authority; and
- (b) the legal capacity under which it carries on business.

Proof of signing authority may be in the form of a certified copy of a resolution naming the signatory(ies) that is (are) authorized to sign this tender on behalf of the corporation or partnership. Proof of legal capacity may be in the form of a copy of the articles of incorporation or the registration of the business name of a sole proprietor or partnership.

### **GI03 Goods and Services Tax / Harmonized Sales Tax**

- 1) The National Capital Commission (NCC) is a Crown Corporation subject to the Goods and Services Tax (GST), the Ontario Provincial Sales Tax (OST) and the Quebec Sales Tax (QST). The rates quoted are exclusive of the GST and the OST/QST. The successful firm will be required to indicate separately, on all invoices or requests for payments, the amount of Goods and Services Sales Tax (GST), the amount of Ontario Sales Tax (OST) and the amount of Quebec Sales Tax (QST), to the extent applicable, that the Commission must pay. These amounts will be paid to the successful Bidder who is required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by Crown Corporations under applicable service contracts (including contracts involving a mix of goods and services) must be reported on a "T1204" slip. To comply with this requirement, the Bidder is required to provide the following information on the "Supplier – Direct Payment and Tax Information Form" (see Appendix 11).

By signing this form, the Bidder/Proponent certifies that he/she has examined the information provided on the form and that it is correct, complete, and fully discloses the identification of the Contractor.

This "Supplier – Direct Payment and Tax Information Form" must be completed and returned to the Commission prior to any contract being awarded to your firm (see Appendix 11).

### **GI04 Quebec Sales Tax**

- 1) See GI03.

### **GI05 Capital Development and Redevelopment Charges**

- 1) For the purposes of GC1.8 LAWS, PERMITS AND TAXES in the General Conditions of the Contract, only fees or charges directly related to the processing and issuing of building permits shall be included. The Bidder shall not include any monies in the tender amount for special municipal development, redevelopment or other fees or charges which a municipal authority may seek as a prerequisite to the issuance of building permits.

### **GI06 Registry and Pre-qualification of Floating Plant**

- 1) Dredges or other floating plant to be used in the performance of the Work must be on Canadian registry. For dredges or other floating plant that are not of Canadian make or manufacture, the Bidder must obtain a certificate of qualification from Industry Canada, if applicable, and this certificate must accompany the tender. Plant so qualified by Industry Canada may be accepted on this project.

**GI07 Listing of Subcontractors and Suppliers**

- 1) Notwithstanding any list of Subcontractors that the Bidder shall be required to submit as part of the tender, the Bidder submitting the lowest acceptable tender shall, within 24 hours of receipt of a notice to do so, submit all information requested in the said notice including the names of Subcontractors and Suppliers for the part or parts of the Work listed. Failure to do so may result in the disqualification of its tender.

**GI08 Tender Security Requirements**

- 1) The Bidder shall submit tender security with the tender in the form of a bid bond or a security deposit in an amount that is equal to not less than 10% of the tender amount including all applicable taxes.

The maximum amount of tender security required with any tender is \$2,000,000.00.

- 2) A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website:

<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027>

The approved form for the bid bond is enclosed at the end of this section.

- 3) A security deposit shall be an original, properly completed, signed where required and be either:
  - (a) a bill of exchange, bank draft or money order payable to the NCC;
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or
- 4) A bill of exchange, bank draft or money order referred to in subparagraph 3)(a) of GI08 shall be certified by or drawn on:
  - (a) a corporation or institution that is a member of the Canadian Payments Association;
  - (b) a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;
  - (c) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
  - (d) a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the *Income Tax Act*; or
  - (e) Canada Post Corporation.
- 5) If a bill of exchange, bank draft or money order is drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in paragraph 4) of GI08, either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.
- 6) For the purposes of this section, a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable time, a certain sum of money to, or to the order of, the NCC.

- 7) Bonds referred to in subparagraph 3)(b) of GI08 shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
  - (a) payable to bearer;
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal or as to principal and interest in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.
- 8) As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to the NCC and the amount shall be determined in the same manner as a security deposit referred to above.
- 9) An irrevocable standby letter of credit referred to in paragraph 8) of GI08 shall:
  - (a) be an arrangement, however named or described, whereby a financial institution (the “Issuer”) acting at the request and on the instructions of a customer (the “Applicant) or on its own behalf:
    - (i) is to make a payment to, or to the order of, the NCC as the beneficiary;
    - (ii) is to accept and pay bills of exchange drawn by the NCC;
    - (iii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
    - (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
  - (b) state the face amount which may be drawn against it;
  - (c) state its expiry date;
  - (d) provide for sight payment to the NCC by way of the financial institution’s draft against presentation of a written demand for payment signed by the NCC Contract Administrator identified in the letter of credit by his/her office;
  - (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
  - (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
  - (g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
  - (h) be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
- 10) Tender security shall lapse or be returned as soon as practical following:
  - (a) the solicitation closing date, for those Bidders submitting non-compliant tenders; and

- (b) the administrative tender review, for those Bidders submitting compliant tenders ranked fourth to last on the schedule of tenders; and
  - (c) the award of contract, for those Bidders submitting the second and third ranked tenders; and
  - (d) the receipt of contract security for the successful Bidder; or
  - (e) the cancellation of the solicitation, for all Bidders.
- 11) Notwithstanding the provisions of paragraph 10) of GI08 and provided more than three (3) compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever reason, then the NCC reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three (3) valid and compliant tenders.

**GI09 Submission of Tender**

- 1) The Invitation to Tender and Acceptance Form, duly completed with the bid security, shall be enclosed and sealed in an envelope provided by the Bidder, and shall be addressed and submitted to the office designated on the front page of the Invitation to Tender and Acceptance Form for the receipt of tenders.
- 2) Unless otherwise specified in the Special Instructions to Bidders:
  - (a) the tender shall be in Canadian currency;
  - (b) exchange rate fluctuation protection is not offered; and
  - (c) any request for exchange rate fluctuation protection shall not be considered.
- 3) Prior to submitting the tender, the Bidder shall ensure that the following information is clearly printed or typed on the face of the tender envelope:
  - (a) Solicitation Number;
  - (b) Name of Bidder.
- 5) Timely and correct delivery of the tender is the sole responsibility of the Bidder. The tender must be received on or before the date and time set for solicitation closing. Late tenders shall be disqualified.

**GI10 Revision of Tender**

- 1) A tender submitted in accordance with these instructions may be revised by letter or facsimile (fax number only 613-239-5012 provided the revision is received at the office designated for the receipt of tenders, on or before the date and time set for the closing of the solicitation. The letter or facsimile shall:
  - (a) be on the Bidder's letterhead or bear a signature that identifies the Bidder;
  - (b) for the Total Bid Amount, clearly identify the amount of the current revision. The total aggregate sum of all revisions submitted, including the current revision, shall be shown separately; and
  - (c) for the Price per unit portion of a tender, clearly identify the current revision(s) to the Price(s) per unit and the specific item(s) to which each revision applies. If a revision is to be applied to a specific Item that was previously amended then, in addition to the amount of the current

revision, the total aggregate sum of all revisions submitted, including the current revision, for that Item shall be shown separately.

- 2) A letter or facsimile submitted to confirm an earlier revision shall be clearly identified as "CONFIRMATION ONLY", for each contemplated change.
- 3) Failure to comply with any of the above provisions shall result in the rejection of the non-compliant revision(s) only. The tender shall be evaluated based on the original tender submitted and all other compliant revision(s).

#### **GI11 Acceptance of Tender**

- 1) The NCC may accept any tender, whether it is the lowest or not, or may reject any or all tenders.
- 2) Without limiting the generality of paragraph 1) of GI11, the NCC may reject a tender if any of the following circumstances are present:
  - (a) the Bidder, or any employee or subcontractor included as part of the tender, have been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the Financial Administration Act;
  - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
  - (c) the bidding privileges of any employee or subcontractor included as part of the tender are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to tender on the Work, or the portion of the Work the employee or subcontractor is to perform;
  - (d) with respect to current or prior transactions with the NCC
    - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
    - (ii) evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its tender;
    - (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its tender; or
    - (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being tendered on.
- 3). In assessing the Bidder's performance on other contracts pursuant to subparagraph 2)(d)(iv) of GI11, the NCC may consider, but not be limited to, such matters as:
  - (a) the quality of workmanship in performing the Work;
  - (b) the timeliness of completion of the Work;

- (c) the overall management of the Work and its effect on the level of effort demanded of the NCC and its representative; and
  - (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.
- 4) Without limiting the generality of paragraphs 1), 2) and 3) of GI11, the NCC may reject any based on an unfavourable assessment of the:
- (a) adequacy of the tender price to permit the work to be carried out and, in the case of a tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
  - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
  - (c) Bidder's performance on other contracts.
- 5) If the NCC intends to reject a tender pursuant to a provision of paragraphs 1), 2), 3) or 4) of GI11, other than subparagraph 2)(b) of GI11, the NCC shall so inform the Bidder and provide the Bidder ten (10) days within which to make representation, prior to making a final decision on the tender rejection.
- 6) The NCC may waive informalities and minor irregularities in tenders received, if the NCC determines that the variation of the tender from the exact requirements set out in the Tender Documents can be corrected or waived without being prejudicial to other Bidders.

**GI12 Procurement Business Number**

- 1) Not applicable.

**GI13 Bid Depository**

- 1) If the solicitation advertisement states that a Bid Depository shall be used, the Bidder shall obtain bids in accordance with local Bid Depository rules and procedures.

**GI14 Compliance with Applicable Laws**

- 1) By submission of a tender, the Bidder certifies that the Bidder has the legal capacity to enter into a contract and is in possession of all valid licences, permits, registrations, certificates, declarations, filings, or other authorizations necessary to comply with all federal, provincial and municipal laws and regulations applicable to the submission of the tender and entry into any ensuing contract for the performance of the work.
- 2) For the purpose of validating the certification in paragraph 1) of GI14, a Bidder shall, if requested, provide a copy of every valid licence, permit, registration, certificate, declaration, filing or other authorization listed in the request, and shall provide such documentation within the time limit(s) set out in the said request.
- 3) Failure to comply with the requirements of paragraph 2) of GI14 shall result in the disqualification of the tender.

**GI15 Approval of Alternative Materials**

- 1) When materials are specified by trade names or trademarks, or by manufacturers' or suppliers' names, the tender shall be based on use of the named materials. During the solicitation period,

alternative materials may be considered provided full technical data is received in writing by the Contracting Officer at least seven (7) calendar days, unless otherwise noted in the Tender documents, prior to the solicitation closing date. If the alternative materials are approved for the purposes of the tender, an addendum to the tender documents shall be issued.

**GI16 Performance Evaluation**

- 1) Bidders shall take note that the performance of the Contractor during and upon completion of the work shall be evaluated by the NCC. The evaluation shall be based on the quality of workmanship, timeliness of completion of the work, project management, contract management and management of health and safety. Should the Contractor's performance be considered unsatisfactory, the Contractor's bidding privileges on future work may be suspended indefinitely. Contractor Evaluation Report Form is enclosed at the end of this section.

# BID BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal, hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as Obligee, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. WHEREAS, the Principal has submitted a written tender to the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for: \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that if:

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
  - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
  - 2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the NCC, or other security acceptable to the NCC; or
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then, this obligation shall be void; otherwise it shall remain in full force and effect.

**PROVIDED, HOWEVER**, that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.

**PROVIDED FURTHER** that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

**IN TESTIMONY WHEREOF**, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.



Date	Contract no. / No du contrat		
Description of work / Description des travaux			
Contractor's business name / Nom de l'entreprise de l'entrepreneur		Contractor's site superintendent / Contremaître de l'entrepreneur	
Contractor's business address / Adresse de l'entreprise de l'entrepreneur			
<b>NCC representative / Représentant de la CCN</b>			
Name / Nom	Telephone no. / N <sup>o</sup> . de téléphone	E-mail address / Adresse électronique	
<b>Contract information / Information sur le contrat</b>			
Contract award amount / Montant du marché adjugé		Contract award date / Date de l'adjudication du marché	
Final amount / Montant final		Actual contract completion date / Date réelle d'achèvement du contrat	
Number of change orders / Nombre d'ordres de changement		Final certificate date / Date du certificat final	
<b>Quality of workmanship / Qualité des travaux exécutés</b>			
<p>This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.</p> <p>Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
<b>Time / Délai d'exécution</b>			
<p>This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.</p> <p>Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
	Late / En retard	6 – 10	
	On time / À temps	11 – 16	
	Ahead of schedule / En avance sur le calendrier	17 – 20	
<b>Project management / Gestion de projet</b>			
<p>This is the rating of how the project, as described in the drawings and specifications, was managed including co-ordination, quality control, effective schedule development and implementation.</p> <p>Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'élaboration d'un calendrier efficace et la mise en œuvre.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Supérieur	17 – 20	
		Criteria not applicable / Critère non-applicable	<input type="checkbox"/> N/A / S/O
<b>Contract management / Gestion de contrat</b>			
<p>This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.</p> <p>Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie « prioritaire » des documents.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
		Criteria not applicable / Critère non-applicable	<input type="checkbox"/> N/A / S/O
<b>Health and safety / Santé et sécurité</b>			
<p>This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial legislation or those otherwise applicable) were managed and administered.</p> <p>Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou dans tout autre document) ont été gérées et administrées.</p>	Unacceptable / Inacceptable	0 – 5	<div style="border: 1px solid black; width: 80px; height: 40px; margin: 0 auto;"></div>
	Not satisfactory / Non-satisfaisant	6 – 10	
	Satisfactory / Satisfaisant	11 – 16	
	Superior / Satisfaisant	17 – 20	
<b>Total points / Pointage total</b>			<b>/100</b>
<b>Comments / Commentaires</b>			
Name / Nom	Title / Titre	Signature	Date

**INSTRUCTIONS AND ADDITIONAL INFORMATION (Contractor Performance Evaluation Report)**  
**INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (Rapport d'évaluation du rendement de l'entrepreneur)**

**QUALITY OF WORKMANSHIP – QUALITÉ DES TRAVAUX EXÉCUTÉS**

The NCC representative is to consider how the workmanship compares with:

- the norms in the area in which the work was carried out
- the contractor's compliance with any quality provisions outlined in the drawings and specification
- the quality of workmanship provided by other contractors on similar projects in the same facility/facilities

Le représentant de la CCN doit évaluer la qualité de l'exécution en fonction de ce qui suit :

- le respect des normes s'appliquant aux travaux réalisés
- la conformité de l'entrepreneur aux exigences de qualité comprises dans les dessins et dans les devis
- la qualité de l'exécution des travaux accomplis par d'autres entrepreneurs dans le cadre de projets similaires réalisés dans la même installation ou dans des installations semblables.

**TIME / DÉLAIS D'EXÉCUTION**

For the purpose of evaluation the contractor's time performance, consideration must be given to conditions beyond the contractor's control including NCC / Consultant / Client performance.

Afin d'évaluer le rendement de l'entrepreneur en matière de délai d'exécution, on doit prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, y compris le rendement de la CCN, de l'expert-conseil et du client.

Consider conditions beyond the contractor's control, e.g.,

Prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, par exemple :

- availability of, and access to the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers/suppliers
- quality of plans and specifications
- major change(s) in scope
- cumulative effect of changes
- was the NCC able to meet its obligations?
- timely decisions, clarifications, approvals, payments in due time
- delays caused by other contractors in the same facility

- disponibilité du chantier et accès au chantier
- modifications des conditions du sol ou du chantier
- température
- grèves
- problèmes d'approvisionnement en matériel et en équipement provenant des manufacturiers/fournisseurs
- qualité des plan et devis
- modifications importantes à l'étendue des travaux
- effets cumulatifs des modifications
- la CCN a-t-elle été capable de remplir ses obligations?
- décisions, clarifications, approbations, paiements en temps opportun
- les retards occasionnés par d'autres entrepreneurs travaillant dans la même installation.

The NCC representative's estimate of a reasonable maximum time allowance resulting from conditions beyond the contractor's control is

L'estimation, par le représentant de la CCN, du temps maximum alloué pour les conditions indépendantes de la volonté de l'entrepreneur est



The period of delay attributable to the contractor is

La période de retard attribuable à l'entrepreneur est



Did the contractor make an effective effort / Est-ce que l'entrepreneur s'est efforcé :

- to meet the schedule / de respecter l'échéancier des travaux



Yes  
Oui

No  
Non

- to clean up deficiencies in a reasonable time / de corriger les vices dans un délai raisonnable



Yes  
Oui

No  
Non

Have you recommended assessments and damages for late completion under the contract?  
Avez-vous recommandé des dédommagements pour retard d'exécution aux termes du marché?



Yes  
Oui

No  
Non

**PROJECT MANAGEMENT / GESTION DU PROJET**

The extent to which the contractor takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC.

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN.

Consideration should be given to: Did the contractor

Il faut examiner si l'entrepreneur a :

- employ a knowledgeable site superintendent
- required additional input from the NCC staff above that which is normal for a project of similar size and nature
- promptly commence the work
- provide realistic schedules and updates in accordance with the terms of the contract
- provide a comprehensive work plan and adhere to its milestones
- order material promptly and in such a way as to expedite the progress of the work
- provide shop drawings promptly and were they of sufficient detail

- fait appel aux services d'un surintendant de chantier expérimenté
- demandé au personnel de la CCN une plus grande contribution que ce qui est normal pour un projet de cette importance et de cette nature
- commencé les travaux dans les plus brefs délais
- fourni un calendrier réaliste et des mises à jour conformément aux modalités du contrat
- présenté un plan de travail complet et a respecté les échéances
- commandé le matériel rapidement et de façon à accélérer l'avancement des travaux.
- fourni rapidement des dessins d'atelier comprenant suffisamment de détails

## PROJECT MANAGEMENT (cont'd) / GESTION DU PROJET (suite)

- effectively manage and complete all Division 1 work site activities
  - promptly provide reasonable quotations for changes to the original scope of work
  - cooperate when issued directions by the NCC representative
  - interpret the contract documents accurately
  - establish effective quality control procedures
  - effectively coordinate and manage the work of its subcontractors
  - promptly correct defective work as the project progressed
  - promptly clean-up all deficiencies and incomplete work after issuance of the Interim Certificate of Completion
  - satisfactorily clean the work site periodically and at the completion of the project
- g r  et achev  efficacement toutes les activit s sur le chantier de la Division 1
  - propos  rapidement des prix raisonnables pour les modifications   l' nonc  des travaux initial
  - accept  les directives du repr sentant de la CCN
  - interpr t  les documents contractuels avec exactitude
  - mis en place des proc dures de contr le de la qualit  efficaces
  - coordonn  et g r  efficacement les travaux confi s   des sous-traitants
  - corrig  promptement le travail d fectueux en cours de projet
  - corrig  rapidement les travaux non acceptables et termin  les travaux incomplets apr s r ception du certificat provisoire d'ach vement
  - nettoy  de fa on satisfaisante le chantier p riodiquement ainsi qu'  la fin du projet.

## CONTRACT MANAGEMENT / GESTION DU CONTRAT

The effectiveness of the contractor to administer the contract in accordance with the provisions expressed in the "front end" portion of the contract documents.

Consideration should be given to: Did the contractor

- in the time frame specified, provide its contract security, Insurance Certificate fully executed and WSIB form where applicable
- submit progress claims in the correct format, accurately representing the work successfully completed and material delivered to the site but not yet installed for each payment period
- submit a Statutory Declaration correctly completed with each progress claim
- submit an updated Schedule if so specified
- pay subcontractors and suppliers in a timely fashion in accordance with the terms and conditions of its subcontracts
- promptly appoint a competent site superintendent
- notify the NCC representative of all its subcontracting activities
- apply for, obtain and pay for all necessary permits, licenses and certificates
- cooperate with other contractors sent onto the site of the work
- remove a superintendent or unsuitable worker when requested by the NCC representative to do so
- effectively protect the work and the contract documents provided by the NCC
- comply with all warranty provisions up to the date of the Contractor Performance Evaluation Report Form (CPERF)
- effectively manage the site during a suspension or termination of the work to mitigate any additional costs to the NCC
- deal promptly with any claims from creditors
- maintain complete records of the project
- provide information promptly when requested to do so
- expedite and co-operate in the settlement of all disputes

Efficacit  avec laquelle l'entrepreneur a administr  le contrat conform ment aux dispositions continues dans la partie « prioritaire » des documents contractuels.

Il faut examiner si l'entrepreneur a :

- fourni, dans le d lai prescrit, une garantie contractuelle, un certificat d'assurance d ment sign s et le formulaire de la CSST, le cas  ch ant
- pr sent  des r clamations p riodiques dans le bon format, en d crivant avec pr cision les travaux ex cut s et le mat riel livr  sur le chantier mais non encore install , pour chaque p riode de paiement
- pr sent  une d claration solennelle correctement remplie avec chaque r clamation p riodique
- fourni un calendrier   jour, sur demande
- pay  rapidement les sous-traitants et les fournisseurs conform ment aux conditions des contrats de sous-traitance
- d sign  dans les plus brefs d lais un surintendant de chantier qualifi 
- tenu au courant le repr sentant de la CCN de toutes les activit s de sous-traitance
- demand , obtenu et pay  tous les permis, licences et certificats n cessaires
- collabor  avec les autres entrepreneurs envoy s sur le lieu des travaux
- remplac  un surintendant ou un travailleur inapte   la demande du repr sentant de la CCN
- prot g  efficacement les travaux et les documents relativement aux travaux et au contrat fournis par la CCN
- respect  toutes les dispositions de garantie jusqu'  la date du Formulaire Rapport d' valuation du rendement de l'entrepreneur (FRERE)
- g r  efficacement le chantier pendant une suspension des travaux ou lors de leur ach vement, afin de limiter tout c t  suppl mentaire pour la CCN
- trait  dans les plus brefs d lais les demandes de paiement des cr anciers
- tenu des dossiers complets sur le projet
- fourni promptement les renseignements demand s
- acc l re et coop re dans le r glement des diff rends

## HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

The effectiveness to which the contractor managed and administered the occupational health and safety provisions as stipulated in the contract documents and those required by provincial legislation or those that would otherwise be applicable to the site of the work.

Consideration should be given to: Did the contractor

- provide the NCC with a copy of its health and safety program prior to award of contract
- provide the NCC with a copy of its site specific hazardous assessment prior to award of contract
- apply for and obtain the provincial Notice of Project prior to commencement of the work
- apply for and obtain the Building Permit prior to commencement of the work
- provide a competent superintendent who
  - is qualified in health and safety matters because of her/his knowledge, training and experience
  - is familiar with the OH&S Act and its Regulations that apply to the site of the work
  - remedies any potential or actual danger of health and safety to those employed at the work site
- respond in a timely manner to any non-compliance safety issues noted by the NCC or a representative of the authority having jurisdiction
- implement its safety program in a proactive manner

Efficacité avec laquelle l'entrepreneur a géré et administré les dispositions relatives à la santé et à la sécurité au travail telles que stipulées dans les documents contractuels et dans les règlements provinciaux ou ceux s'appliquant normalement au lieu des travaux.

Il faut examiner si l'entrepreneur a :

- fourni à la CCN une copie de son programme en matière de santé et de sécurité avant l'octroi du contrat
- fourni à la CCN une copie de son évaluation des dangers pouvant survenir sur les lieux avant l'octroi du contrat
- demandé et obtenu l'avis de projet provincial avant le début des travaux
- demandé et obtenu le permis de construction avant le début des travaux
- engagé un surintendant qui :
  - est qualifié en matière de santé et de sécurité de par ses connaissances, sa formation et son expérience
  - connaît bien les dispositions de la Loi sur la santé et la sécurité au travail et de son règlement qui s'applique sur le lieu des travaux
  - remédie à tout danger possible ou réel en matière de santé et de sécurité pouvant toucher toutes les personnes travaillant sur le lieu des travaux
- traité rapidement tous les problèmes de non-conformité à la sécurité relevés par la CCN ou par un représentant de l'autorité qui a juridiction
- mis en œuvre son programme de sécurité de façon proactive

- GC1.1 INTERPRETATION
  - GC1.1.1 Headings and References
  - GC1.1.2 Terminology
  - GC1.1.3 Application of Certain Provisions
  - GC1.1.4 Substantial Performance
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- GC1.3 STATUS OF THE CONTRACTOR
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- GC1.14 AGREEMENTS AND AMENDMENTS
- GC1.15 SUCCESSION
- GC1.16 ASSIGNMENT
- GC1.17 NO BRIBE
- GC1.18 CERTIFICATION - CONTINGENCY FEES
- GC1.19 INTERNATIONAL SANCTIONS

**GC1.1 INTERPRETATION**

**GC1.1.1 Headings and References**

- 1) The headings in the contract documents, other than those in the drawings and specifications, form no part of the Contract but are inserted for convenience of reference only.
- 2) A reference made to a part of the Contract by means of numbers preceded by letters is a reference to the particular part of the Contract that is identified by that combination of letters and numbers and to any other part of the Contract referred to therein.
- 3) A reference to a paragraph or subparagraph followed by an identifying number, letter or combination thereof is, unless specifically stated otherwise, a reference to the paragraph or subparagraph that forms part of the clause within which the reference is made.

**GC1.1.2 Terminology**

- 1) In the Contract

"Contract" means the contract documents referred to as such therein 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;

"Contract Amount" means the amount set out in the Contract to be payable to the Contractor for the Work, subject to the terms and conditions of the Contract;

"Contract Security" means any security given by the Contractor to the NCC in accordance with the Contract;

"Contractor" means the person contracting with the NCC to provide or furnish all labour, Material and Plant for the execution of the Work under the Contract, and includes the Contractor's superintendent as designated in writing to the NCC;

"Certificate of Completion" means a certificate issued by the NCC when the Work reaches Completion;

"Certificate of Measurement" means a certificate issued by the NCC certifying the correctness of the final quantities, prices per unit and values of labour, Plant and Material performed, used and supplied by the Contractor for the construction of the part of the Work to which a Unit Price Arrangement applies;

"Certificate of Substantial Performance" means a certificate issued by the NCC when the Work reaches Substantial Performance;

"NCC Representative" means the person designated in the Contract, or by written notice to the Contractor, to act as the NCC Representative for the purposes of the Contract, and includes a person, designated and authorized in writing by the NCC Representative to the Contractor;

"herein", "hereby", "hereof", "hereunder" and similar expressions refer to the Contract as a whole and not to any particular section or part thereof;

"Lump Sum Arrangement" means that part of the Contract that prescribes a lump sum as payment for performance of the Work to which it relates;

"Material" includes all commodities, articles, machinery, equipment, fixtures and things required to be furnished in accordance with the Contract for incorporation into the Work;

"NCC" means the National Capital Commission;

"Person" also includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation;

"Plant" includes all tools, implements, machinery, vehicles, structures, equipment, articles and things that are necessary for the performance of the Contract, other than Material and those tools customarily provided by a tradesperson in practicing a trade;

"Security screening" is a generic term that applies to all types and levels of personnel security screening including Reliability Status, Site Access, and CONFIDENTIAL, SECRET and TOP SECRET security clearances conducted by the NCC;

"Sensitive Information and Assets" means information or assets that have been identified by the NCC as TOP SECRET, SECRET, CONFIDENTIAL or protected;

"Subcontractor" means a person having a direct contract with the Contractor, subject to GC3.6 SUBCONTRACTING, to perform a part or parts of the Work, or to supply Material customized for the Work;

"Superintendent" means the employee or representative of the Contractor designated by the Contractor to act pursuant to GC2.6 SUPERINTENDENT;

"Supplementary Conditions" means the part of the Contract that amends or supplements the General Conditions;

"Supplier" means a person having a direct contract with the Contractor to supply Plant or Material not customized for the Work;

"Unit Price Arrangement" means that part of the Contract that prescribes the product of a price per unit of measurement multiplied by a number of units of measurement for performance of the Work to which it relates;

"Unit Price Table" means the table of prices per unit set out in the Contract;

"Work" means, subject only to any express stipulation in the Contract to the contrary, everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contract in accordance with the contract documents; and

"Working Day" means a day other than a Saturday, Sunday, or a statutory holiday that is observed by the construction industry in the area of the place of the Work.

#### **GC1.1.3 Application of Certain Provisions**

- 1) Any provisions of the Contract that are expressly stipulated to be applicable only to a Unit Price Arrangement are not applicable to any part of the Work to which a Lump Sum Arrangement applies.
- 2) Any provisions of the Contract that are expressly stipulated to be applicable only to a Lump Sum Arrangement are not applicable to any part of the Work to which a Unit Price Arrangement applies.

#### **GC1.1.4 Substantial Performance**

- 1) The Work shall be considered to have reached Substantial Performance when:
  - (a) the Work or a substantial part thereof has passed inspection and testing and is, in the opinion of the NCC, ready for use by the NCC or is being used for the intended purposes; and
  - (b) the Work is, in the opinion of the NCC, capable of completion or correction at a cost of not more than
    - (i) 3% of the first \$500,000;
    - (ii) 2% of the next \$500,000; and
    - (iii) 1% of the balanceof the Contract Amount at the time this cost is calculated.
- 2) Where the Work or a substantial part thereof is ready for use or is being used for the purposes intended and:
  - (a) the remainder of the Work or a part thereof cannot be completed by the time specified in the Contract, or as amended in accordance with GC6.5 DELAYS AND EXTENSION OF TIME, for reasons beyond the control of the Contractor; or
  - (b) the NCC and the Contractor agree not to complete a part of the Work within the specified time;

the cost of that part of the Work that was either beyond the control of the Contractor to complete or the NCC and the Contractor have agreed not to complete by the time specified, shall be deducted from the value of the Contract referred to in subparagraph 1)(b) of GC1.1.4, and the said cost shall not form part of the cost of the Work remaining to be done in determining Substantial Performance.

**GC1.1.5 Completion**

- 1) The Work shall be deemed to have reached Completion when all labour, Plant and Material required have been performed, used or supplied, and the Contractor has complied with the Contract and all orders and directions made pursuant thereto, all to the satisfaction of the NCC.

**GC1.2 CONTRACT DOCUMENTS****GC1.2.1 General**

- 1) The contract documents are complementary, and what is required by any one shall be as binding as if required by all.
- 2) References in the contract documents to the singular shall be considered to include the plural as the context requires.
- 3) Nothing contained in the contract documents shall create a contractual relationship between the NCC and any Subcontractor or Supplier, their subcontractors or suppliers, or their agents or employees.

**GC1.2.2 Order of Precedence**

- 1) In the event of any discrepancy or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:
  - (a) any amendment or variation of the contract documents that is made in accordance with the General Conditions;
  - (b) any amendment issued prior to tender closing;
  - (c) Supplementary Conditions;
  - (d) General Conditions;
  - (e) the duly completed Invitation to Tender and Acceptance Form when accepted;
  - (f) drawings and specifications.

later dates shall govern within each of the above categories of documents.

- 2) In the event of any discrepancy or conflict in the information contained in the drawings and specifications, the following rules shall apply:
  - (a) specifications shall govern over drawings;
  - (b) dimensions shown in figures on a drawings shall govern where they differ from dimensions scaled from the same drawing; and
  - (c) drawings of larger scale govern over those of smaller scale.



**GC1.2.3 Security and Protection of Documents and Work**

- 1) The Contractor shall guard and protect all sensitive contract information (TOP SECRET, SECRET, CONFIDENTIAL and PROTECTED) including printed and digital documents, drawings, information, models, copies thereof and processing systems, whether supplied by the NCC or the Contractor, against loss or compromise and damage from any cause.
- 2) The Contractor shall limit access to sensitive NCC information only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 3) The Contractor shall ensure all contract information indicated in paragraph 1) is guarded and protected by any subcontractors, agents or suppliers and access limited only to those with a “need-to-know” and who have been successfully security screened to at least the level of sensitivity of the information.
- 4) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the NCC in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the NCC, except that the Contractor may disclose to a subcontractor, authorized in accordance with the Contract, information necessary to the performance of a subcontract. This section does not apply to any information that:
  - (a) is publicly available from a source other than the Contractor; or
  - (b) is or becomes known to the Contractor from a source other than the NCC, except any source that is known to the Contractor to be under an obligation to the NCC not to disclose the information.
- 5) When the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, the Contractor shall, at all times, take all measures reasonably necessary for the safeguarding of the material so identified, including such measures as may be further specified elsewhere in the Contract or provided, in writing, from time to time by the NCC.
- 6) Without limiting the generality of paragraphs 4) and 5) of GC1.2.3, when the Contract, the Work, or any information referred to in paragraph 4) is identified as TOP SECRET, SECRET, CONFIDENTIAL or PROTECTED by the NCC, the NCC shall be entitled to inspect the Contractor's premises and the premises of its subcontractors or suppliers and any other person at any tier, for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractors or suppliers comply with all written instructions issued by the NCC dealing with the material so identified, including any requirement that employees of the Contractor and its subcontractors and suppliers and any other person at any tier execute and deliver declarations relating to reliability status, site access security clearances and other procedures.
- 7) The Contractor shall report any suspected or actual security incidents immediately to the NCC involving loss, compromise or damage of NCC information or assets.
- 8) The Contractor shall safeguard the Work and the Contract, the specifications, drawings and any other information provided by the NCC to the Contractor, and shall be liable to the NCC for any loss or damage from any causes.

**GC1.3 STATUS OF THE CONTRACTOR**

- 1) The Contractor is engaged under the Contract as an independent contractor.
- 2) The Contractor, its subcontractors and suppliers and any other person at any tier and their employees are not engaged by the Contract as employees, servants or agents of the NCC.
- 3) For the purposes of the contract the Contractor shall be solely responsible for any and all payments and deductions required to be made by law including those required for Canada or Quebec Pension Plans, Employment Insurance, Worker's Compensation, provincial health or insurance plans, and Income Tax.

**GC1.4 RIGHTS AND REMEDIES**

- 1) Except as expressly provided in the Contract, the duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

**GC1.5 TIME OF THE ESSENCE**

- 1) Time is of the essence of the Contract.

**GC1.6 INDEMNIFICATION BY CONTRACTOR**

- 1) The Contractor shall pay all royalties and patent fees required for the performance of the Contract and, at the Contractor's expense, shall defend all claims, actions or proceedings against the NCC charging or claiming that the Work or any part thereof provided or furnished by the Contractor to the NCC infringes any patent, industrial design, copyright trademark, trade secret or other proprietary right enforceable in Canada.
- 2) The Contractor shall indemnify and save the NCC harmless from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party, brought or prosecuted and in any manner based upon, arising out of, related to, occasioned by, or attributable to the activities of the Contractor, its subcontractors and suppliers and any other person at any tier, in performing the Work.
- 3) For the purposes of paragraph 2) of GC1.6, "activities" means any act improperly carried out, any omission to carry out an act and any delay in carrying out an act.

**GC1.7 INDEMNIFICATION BY THE NCC**

- 1) Subject to the Crown Liability and Proceedings Act, the Patent Act, and any other law that affects the NCC's rights, powers, privileges or obligations, the NCC shall indemnify and save the Contractor harmless from and against all claims, demands, losses, costs, damage, actions, suits or proceedings arising out of the Contractor's activities under the Contract that are directly attributable to:
  - (a) a lack of or a defect in the NCC's title to the Work site if owned by the NCC, whether real or alleged; or
  - (b) an infringement or an alleged infringement by the Contractor of any patent of invention or any other kind of intellectual property occurring while the Contractor was performing any act for the purposes of the Contract employing a model, plan or design or any other thing related to the Work that was supplied by the NCC to the Contractor.

**GC1.8 LAWS, PERMITS AND TAXES**

- 1) The Contractor shall comply with all federal, provincial and municipal laws and regulations applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors and suppliers at any tier as if the Work were being performed for an owner other than the NCC. The Contractor shall furnish evidence of compliance with such laws and regulations to the NCC at such times as the NCC may reasonably request.
- 2) Unless stipulated otherwise in the Contract, the Contractor shall obtain and maintain all permits, certificates, licences, registrations and authorizations required for the lawful performance of the Work.
- 3) Prior to the commencement of the Work at the site, the Contractor shall tender to a municipal authority an amount equal to all fees and charges that would be lawfully payable to that municipal authority in respect of building permits as if the Work were being performed for an owner other than the NCC.
- 4) Within 10 days of making a tender pursuant to paragraph 3) of GC1.8, the Contractor shall notify the NCC of the amount properly tendered and whether or not the municipal authority has accepted that amount.
- 5) If the municipal authority has not accepted the amount tendered, the Contractor shall pay that amount to the NCC within 6 days after the time stipulated in paragraph 4) of GC1.8.
- 6) For the purposes of this clause, "municipal authority" means any authority that would have jurisdiction respecting permission to perform the Work if the owner were not the NCC.
- 7) Notwithstanding the residency of the Contractor, the Contractor shall pay any applicable tax arising from or related to the performance of the Work under the Contract.
- 8) In accordance with the Statutory Declaration referred to in paragraph 4) of GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK, a Contractor who has neither residence nor place of business in the province or territory in which work under the Contract is being performed shall provide the NCC with proof of registration with the provincial sales tax authorities in the said province.
- 9) For the purpose of the payment of any applicable tax or the furnishing of security for the payment of any applicable tax arising from or related to the performance of the Work, and notwithstanding the provision that all Material, Plant and interest of the Contractor in all real property, licences, powers and privileges, become the property of the NCC after the time of purchase in accordance with GC3.10 MATERIAL PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC, the Contractor shall be liable, as a user or consumer, for the payment or for the furnishing of security for the payment of any applicable tax payable, at the time of the use or consumption of that Material, Plant or interest of the Contractor in accordance with the relevant legislation.

**GC1.9 WORKERS' COMPENSATION**

- 1) Prior to award of contract, at the time of submitting its first progress claim, at the time of Substantial Performance of the Work, and prior to issuance of the Certificate of Completion, the Contractor shall provide evidence of compliance with workers' compensation legislation applicable to the place of the Work, including payments due thereunder.

- 2) At any time during the term of the Contract, when requested by the NCC, the Contractor shall provide such evidence of compliance by the Contractor, its subcontractors and any other person at any tier and any other person performing part of the Work who is required to comply with such legislation.

**GC1.10 NATIONAL SECURITY**

- 1) If the NCC determines that the Work is of a class or kind that involves national security, the NCC may order the Contractor to:
  - (a) provide the NCC with any information concerning persons employed or to be employed by the Contractor for purposes of the Contract; and
  - (b) remove any person from the site of the Work if, in the opinion of the NCC, that person may be a risk to the national security;and the Contractor shall comply with the order.
- 2) In all contracts with persons who are to be employed in the performance of the Contract, the Contractor shall make provision for the performance of any obligation that may be imposed upon the Contractor under paragraph 1) of GC1.10.

**GC1.11 UNSUITABLE WORKERS**

- 1) The NCC shall instruct the Contractor to remove from the site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the NCC, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the site of the Work.

**GC1.12 PUBLIC CEREMONIES AND SIGNS**

- 1) The Contractor shall not permit any public ceremony in connection with the Work without the prior consent of the NCC.
- 2) The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC.

**GC1.13 CONFLICT OF INTEREST**

- 1) It is a term of the Contract that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service apply, shall derive a direct benefit from the Contract unless that individual is in compliance with the applicable post-employment provisions.

**GC1.14 AGREEMENTS AND AMENDMENTS**

- 1) The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.
- 2) The failure of either party at any time to require performance by the other party of any provision hereof shall not affect the right thereafter to enforce such provision. Nor shall the waiver by either

party of any breach of any covenant, term or condition hereof be taken to be held to be a waiver of any further breach of the same covenant, term or condition.

- 3) The Contract may be amended only as provided for in the Contract.

**GC1.15 SUCCESSION**

- 1) The Contract shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and, subject to GC1.16 ASSIGNMENT, permitted assigns.

**GC1.16 ASSIGNMENT**

- 1) The Contractor shall not make any assignment of the Contract, either in whole or in part, without the written consent of the NCC.

**GC1.17 NO BRIBE**

- 1) The Contractor represents and covenants that no bribe, gift, benefit, nor other inducement has been nor shall be paid, given, promised or offered directly or indirectly to any official or employee of the NCC or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**GC1.18 CERTIFICATION - CONTINGENCY FEES**

- 1) In this clause:
  - (a) "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a Government contract or negotiating the whole or any part of its terms;
  - (b) "employee" means a person with whom the Contractor has an employer/employee relationship; and
  - (c) "person" includes an individual or a group of individuals, a corporation, a partnership, an organization and an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbyists Registration Act R.S.C. 1985 c.44 (4th Supplement) as the same may be amended from time to time.
- 2) The Contractor certifies that it has not directly or indirectly paid nor agreed to pay and covenants that it shall not directly or indirectly pay nor agree to pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person other than an employee acting in the normal course of the employee's duties.
- 3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of the Contract shall be subject to the accounts and audit provisions of the Contract.
- 4) If the Contractor certifies falsely under this section or is in default of the obligations contained therein, the NCC may either take the Work out of the Contractor's hands in accordance with the provisions of the Contract or recover from the Contractor by way of reduction to the Contract Amount or otherwise, the full amount of the contingency fee.

**GC1.19 INTERNATIONAL SANCTIONS**

- 1) Persons and companies in Canada, and Canadians outside of Canada are bound by economic sanctions imposed by the Government of Canada. As a result, the the NCC cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions.

Details on existing sanctions can be found at:

<http://www.dfait-maeci.gc.ca/trade/sanctions-en.asp>.

- 2) It is a condition of the Contract that the Contractor not supply to the NCC any goods or services which are subject to economic sanctions.
- 3) By law, the Contractor must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Contractor, the Contractor may request that the Contract be terminated in accordance with GC7.3 TERMINATION OF CONTRACT.

- GC2.1 NCC REPRESENTATIVE'S AUTHORITY
- GC2.2 INTERPRETATION OF CONTRACT
- GC2.3 NOTICES
- GC2.4 SITE MEETINGS
- GC2.5 REVIEW AND INSPECTION OF WORK
- GC2.6 SUPERINTENDENT
- GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR
- GC2.8 ACCOUNTS AND AUDITS

**GC2.1 NCC REPRESENTATIVE'S AUTHORITY**

- 1) The NCC shall designate an NCC Representative and shall notify the Contractor of the name, address and telephone number of the NCC Representative.
- 2) The NCC Representative shall perform the NCC's duties and functions under the contract.
- 3) The NCC Representative shall be authorized to issue notices, instructions and directions to the Contractor and to accept on behalf of the NCC any notice, order or other communication from the contractor relating to the Work.
- 4) The NCC Representative shall, within a reasonable time, review and respond to submissions made by the Contractor in accordance with the requirements of the Contract.

**GC2.2 INTERPRETATION OF CONTRACT**

- 1) If, at any time before the NCC has issued a Certificate of Completion, any question arises between the parties about whether anything has been done as required by the Contract or about what the Contractor is required by the Contract to do, and in particular but without limiting the generality of the foregoing, about:
  - (a) the meaning of anything in the drawings and specifications;
  - (b) the meaning to be given to the drawings and specifications in case of any error therein, omission therefrom, or obscurity or discrepancy in their wording or intention;
  - (c) whether or not the quality or quantity of any Material or workmanship supplied or proposed to be supplied by the Contractor meets the requirements of the Contract;
  - (d) whether or not the labour, Plant or Material performed, used and supplied by the Contractor for performing the Work and carrying out the Contract are adequate to ensure that the Work shall be performed in accordance with the Contract and that the Contract shall be carried out in accordance with its terms;
  - (e) what quantity of any of the Work has been completed by the Contractor; or
  - (f) the timing and scheduling of the various phases of the performance of the Work as specified in the Contract;

the question shall be decided, subject to the provisions of GC8 DISPUTE RESOLUTION, by the NCC.

- 2) The Contractor shall perform the Work in accordance with any decisions of the NCC that are made under paragraph 1) of GC2.2 and in accordance with any consequential directions given by the NCC.

- 3) If the Contractor fails to comply with any instruction or direction issued by the NCC pursuant to the Contract, the NCC may employ such methods as the NCC deems advisable to do what the Contractor failed to do, and the Contractor shall, on demand, pay the NCC an amount that is equal to the aggregate of all costs, expenses and damages incurred or sustained by the NCC by reason of the Contractor's failure to comply with such instruction or direction, including the cost of any methods employed by the NCC in doing what the Contractor failed to do.

**GC2.3 NOTICES**

- 1) Subject to paragraph 3) of GC2.3, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 2) Any notice, order or other communication given in writing in accordance with paragraph 1) of GC2.3 shall be deemed to have been received by either party:
  - (a) if delivered personally, on the day that it was delivered;
  - (b) if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; and
  - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 3) A notice given under GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS, GC7.2 SUSPENSION OF WORK, and GC7.3 TERMINATION OF CONTRACT shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

**GC2.4 SITE MEETINGS**

- 1) In consultation with the NCC, the Contractor shall arrange site meetings at regular intervals, with all involved parties who are to attend, in order to ensure, among other things, the proper co-ordination of the Work.

**GC2.5 REVIEW AND INSPECTION OF WORK**

- 1) The NCC shall review the Work to determine if it is proceeding in conformity with the Contract and to record the necessary data to make an assessment of the value of Work completed. The NCC shall measure and record the quantities of labour, Plant and Material performed, used or supplied by the Contractor in performing the Work or any part thereof that is subject to a Unit Price Arrangement and, on request, shall inform the Contractor of those measurements, and permit the Contractor to inspect any records pertaining thereto.
- 2) The NCC shall reject Work or Material which in the NCC's opinion does not conform to the requirements of the Contract, and shall require inspection or testing of Work, whether or not such Work is fabricated, installed, or completed. If such Work is not in accordance with the requirements of the Contract, the Contractor shall correct the Work and shall pay the NCC, on demand, all reasonable costs and expenses that were incurred by the NCC in having the examination performed.
- 3) The Contractor shall provide the NCC with access to the Work and its site at all times, and at all times shall provide sufficient, safe, and proper facilities for the review and inspection of the Work by persons authorized by the NCC and any representatives of those authorities having jurisdiction. If parts of the Work are in preparation at locations other than the site of the Work, the NCC shall be given access to such Work whenever it is in progress.



- 4) The Contractor shall furnish the NCC with such information respecting the performance of the Contract as the NCC may require, and render every possible assistance to enable the NCC to verify that the Work is performed in accordance with the Contract, carry out any other duties and exercise any powers in accordance with the Contract.
- 5) If Work is designated for tests, inspections, or approvals in the Contract or by the NCC's instructions, or by laws or ordinances of the place of the Work, the Contractor shall give the NCC reasonable notice of when such Work shall be ready for review and inspection. The Contractor shall arrange for and shall give the NCC reasonable notice of the date and time of inspections, tests or approvals.
- 6) If the Contractor covers, or permits to be covered, Work that has been designated for tests, inspections or approvals before such tests, inspections or approvals are made, completed or given, the Contractor shall, if so directed by the NCC, uncover such Work, have the inspections, tests or approvals satisfactorily made, completed or given and make good the covering of the Work at the Contractor's expense.

#### **GC2.6 SUPERINTENDENT**

- 1) Prior to commencing the Work, the Contractor shall designate a Superintendent and shall notify the NCC of the name, address and telephone number of the Superintendent. The Contractor shall keep the Superintendent at the Work site during working hours until the Work has reached completion.
- 2) The Superintendent shall be in full charge of the operations of the Contractor during the performance of the Work and shall be authorized to accept on behalf of the Contractor any notice, order or other communication given to the Superintendent or the Contractor relating to the Work.
- 3) Upon request of the NCC, the Contractor shall remove any Superintendent who, in the opinion of the NCC, is incompetent or has been guilty of improper conduct, and shall forthwith designate another Superintendent who is acceptable to the NCC.
- 4) The Contractor shall not substitute a Superintendent without the written consent of the NCC. If a Superintendent is substituted without such consent, the NCC shall be entitled to refuse to issue any documentation or certification relating to progress payments, Substantial Performance or Completion of the Work until the Superintendent has returned to the Work site or another Superintendent who is acceptable to the NCC has been substituted.

#### **GC2.7 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR**

- 1) For the purposes of this clause, "persons" include the Contractor, its subcontractors and suppliers at any tier and their respective employees, agents, licensees or invitees and any other individual involved in the performance of the Work or granted access to the Work site. A "person" includes any partnership, proprietorship, firm, joint venture, consortium and corporation.
- 2) Without restricting the provisions of paragraph 3) of GC2.6, SUPERINTENDENT, the Contractor shall not refuse to employ and shall not discriminate in any manner against any person because:
  - (a) of that person's race, national origin, colour, religion, age, sex or marital status;
  - (b) of the race, national origin, colour, religion, age, sex, or marital status of any person having any relationship or association with that person; or
  - (c) a complaint has been made or information has been given by or in respect of that person relating to an alleged failure by the Contractor to comply with subparagraphs 2)(a) and 2)(b) of GC2.7.

- 3) Within two Working Days immediately following receipt of a written complaint pursuant to paragraph 2) of GC2.7, the Contractor shall:
  - (a) cause to have issued a written direction to the person or persons named by the complainant to cease all actions that form the basis of the complaint;
  - (b) forward a copy of the complaint to the NCC by registered mail or courier service; and
  - (c) when the Labour Conditions are applicable under the circumstances of the complaint, forward a copy of the complaint to HRSDC - Labour to the attention of the appropriate Director as described in the Labour Conditions ("HRSDC - Labour" means the labour component of the federal Department of Human Resources and Skills Development).
- 4) Within twenty four (24) hours immediately following receipt of a direction from the NCC to do so, the Contractor shall cause to have removed from the site of the Work and from the performance of Work under the Contract, any person or persons whom the NCC believes to be in breach of the provisions of paragraph 2) of GC2.7.
- 5) No later than thirty (30) days after receipt of the direction referred to in paragraph 4) of GC2.7, the Contractor shall cause the necessary action to be commenced to remedy the breach described in the direction.
- 6) If a direction is issued pursuant to paragraph 4) of GC2.7, the NCC may withhold from monies that are due and payable to the Contractor or setoff pursuant to GC5.9 RIGHT OF SETOFF, whichever is applicable, an amount representing the sum of the costs and payment referred to in paragraph 8) of GC2.7.
- 7) If the Contractor fails to proceed in accordance with paragraph 5) of GC2.7, the NCC shall take the necessary action to have the breach remedied, and shall determine all supplementary costs incurred by the NCC as a result.
- 8) The NCC may make a payment directly to the complainant from monies that are due and payable to the Contractor upon receipt from the complainant of:
  - (a) a written award issued pursuant to the federal Commercial Arbitration Act, R.S.C. 1985, c. 17 (2nd Supp.);
  - (b) a written award issued pursuant to the Canadian Human Rights Act, R.S.C. 1985, c. H-6;
  - (c) a written award issued pursuant to provincial or territorial human rights legislation; or
  - (d) a judgement issued by a court of competent jurisdiction.
- 9) If the NCC is of the opinion that the Contractor has breached any of the provisions of this clause, the NCC may take the Work out of the Contractor's hands pursuant to GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS.
- 10) Subject to paragraph 7) of GC3.6 SUBCONTRACTING, the Contractor shall ensure that the provisions of this clause are included in all agreements and contracts entered into as a consequence of the Work.

**GC2.8 ACCOUNTS AND AUDITS**

- 1) The Contractor shall, in addition to the requirements expressed in paragraph 6) of GC3.4 EXECUTION OF THE WORK, maintain full records of the Contractor's estimated and actual cost of the Work together with all tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and shall make them available on request to audit and inspection by the NCC or by persons designated to act on behalf of the NCC.
- 2) The Contractor shall allow any of the persons referred to in paragraph 1) of GC2.8 to make copies of and take extracts from any of the records and material, and shall furnish such persons or entities with any information those persons or entities may require from time to time in connection with such records and material.
- 3) The Contractor shall maintain and keep the records intact until the expiration of two years after the date that a Certificate of Completion has been issued or until the expiration of such other period of time as the NCC may direct.
- 4) The Contractor shall cause all subcontractors at any tier and all other persons directly or indirectly controlled by or affiliated with the Contractor and all persons directly or indirectly having control of the Contractor to comply with the requirements of this clause as if they were the Contractor.

- GC3.1 PROGRESS SCHEDULE
- GC3.2 ERRORS AND OMISSIONS
- GC3.3 CONSTRUCTION SAFETY
- GC3.4 EXECUTION OF THE WORK
- GC3.5 MATERIAL
- GC3.6 SUBCONTRACTING
- GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS
- GC3.8 LABOUR
- GC3.9 TRUCK HAULAGE RATES **(CANCELLED)**
- GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC
- GC3.11 DEFECTIVE WORK
- GC3.12 CLEANUP OF SITE
- GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK

**GC3.1 PROGRESS SCHEDULE**

- 1) The Contractor shall:
  - (a) prepare and submit to the NCC, prior to the submission of the Contractor's first progress claim, a progress schedule in accordance with the requirements set out in the Contract;
  - (b) monitor the progress of the Work relative to the schedule and update the schedule as stipulated by the contract documents;
  - (c) advise the NCC of any revisions to the schedule required as the result of any extension of time for completion of the Contract that was approved by the NCC; and
  - (d) prepare and submit to the NCC, at the time of issuance of an Certificate of Substantial Performance, an update of any schedule clearly showing a detailed timetable that is acceptable to the NCC for the completion of any unfinished Work and the correction of all listed defects.

**GC3.2 ERRORS AND OMISSIONS**

- 1) The Contractor shall report promptly to the NCC any errors, discrepancies, or omissions the Contractor may discover when reviewing the contract documents. In making a review, the Contractor does not assume any responsibility to the NCC for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, discrepancies, or omissions in the contract documents prepared by or on behalf of the NCC that the Contractor did not discover.

**GC3.3 CONSTRUCTION SAFETY**

- 1) Subject to GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS, the Contractor shall be solely responsible for construction safety at the place of the Work and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. In any emergency, the Contractor shall either, stop the Work, make changes or order extra work to ensure the safety of life and the protection of the Work and neighbouring property.
- 2) Prior to commencing the Work, the Contractor shall notify the authorities having jurisdiction for construction safety at the site of the Work with respect to the intended commencement of the Work, and shall provide such authority with whatever additional information may be required by that authority.

**GC3.4 EXECUTION OF THE WORK**

- 1) The Contractor shall perform, use or supply and pay for, all labour, Plant, Material, tools, construction machinery and equipment, water, heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 2) The Contractor shall, at all times, perform the Work in a proper, diligent and expeditious manner as is consistent with construction industry standards and in accordance with the progress schedule prepared pursuant to GC3.1 PROGRESS SCHEDULE and shall provide sufficient personnel to fulfil the Contractor's obligations in accordance with that schedule.
- 3) Subject to paragraph 4) of GC3.4, the Contractor shall have complete care, custody and control of the Work and shall direct and supervise the Work so as to ensure compliance with the Contract. The Contractor shall be responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work.
- 4) When requested in writing by the NCC, the Contractor shall make appropriate alterations in the method, Plant or workforce at any time the NCC considers the Contractor's actions to be unsafe or damaging to either the Work, existing facilities, persons at the site of the Work or the environment.
- 5) The Contractor shall have sole responsibility for the design, erection, operation, maintenance and removal of temporary structures and other temporary facilities and for the construction methods used in their erection, operation, maintenance and removal. The Contractor shall engage and pay for registered professional engineering personnel, skilled in the appropriate discipline to perform these functions if required by law or by the Contract, and in all cases when such temporary facilities and their methods of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 6) The Contractor shall keep at least one copy of current contract documents, submittals, reports, and records of meetings at the site of the Work, in good order and available to the NCC.
- 7) Except for any part of the Work that is necessarily performed away from or off the site of the Work, the Contractor shall confine Plant, storage of Material, and operations of employees to limits indicated by laws, ordinances, permits or the contract documents.

**GC3.5 MATERIAL**

- 1) Unless otherwise specified in the Contract, all Material incorporated in the Work shall be new.
- 2) Subject to paragraph 3) of GC3.5, if a specified reused, refurbished, or recycled item of Material is not available, the Contractor shall apply to the NCC to substitute a similar item for the one specified.
- 3) If the NCC agrees that the Contractor's application for substitution of a reused, refurbished or recycled item is warranted, and that the substitute item is of acceptable quality and value to that specified and is suitable for the intended purpose, the NCC may approve the substitution, subject to the following:
  - (a) the request for substitution shall be made in writing to the NCC and shall be substantiated by information in the form of the manufacturer's literature, samples and other data that may be required by the NCC;
  - (b) the Contractor shall make the request for substitution in a manner that shall not negatively affect the progress schedule of the Contract and well in advance of the time the item of Material must be ordered;

- (c) substitution of Material shall be permitted only with the prior written approval of the NCC, and any substituted items that are supplied or installed without such approval shall be removed from the site of the Work at the expense of the Contractor, and specified items installed at no additional cost to the NCC; and
- (d) the Contractor shall be responsible for all additional expenses incurred by the NCC, the Contractor, its subcontractors and suppliers at any tier due to the Contractor's use of the substitute.

**GC3.6 SUBCONTRACTING**

- 1) Subject to the provisions of this clause, the Contractor may subcontract any part of the Work but not the whole of the Work.
- 2) The Contractor shall notify the NCC in writing of the Contractor's intention to subcontract.
- 3) A notification referred to in paragraph 2) of GC3.6 shall identify the part of the Work and the Subcontractor with whom the Contractor intends to subcontract.
- 4) The NCC may for reasonable cause, object to the intended subcontracting by notifying the Contractor in writing within six (6) days of receipt by the NCC of a notification referred to in paragraph 2) of GC3.6.
- 5) If the NCC objects to a subcontracting, the Contractor shall not enter into the intended subcontract.
- 6) The Contractor shall not change, nor permit to be changed, a Subcontractor engaged by the Contractor, in accordance with this clause, without the written consent of the NCC.
- 7) The Contractor shall ensure that all the terms and conditions of the Contract that are of general application shall be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plant or Material.
- 8) Neither a subcontracting nor the NCC's consent to a subcontracting shall be construed to relieve the Contractor from any obligation under the Contract or to impose any liability upon the NCC.

**GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS**

- 1) The NCC reserves the right to send other contractors or workers, with or without Plant and Material, onto the site of the Work.
- 2) When other contractors or workers are sent on to the site of the Work, the NCC shall:
  - (a) enter into separate contracts, to the extent it is possible, with the other contractors under conditions of contract that are compatible with the conditions of the Contract;
  - (b) ensure that the insurance coverage provided by the other contractors is co-ordinated with the insurance coverage of the Contractor as it affects the Work; and
  - (c) take all reasonable precautions to avoid labour disputes or other disputes arising from the work of the other contractors or workers.
- 3) When other contractors or workers are sent on to the site of the Work, the Contractor shall:
  - (a) co-operate with them in the carrying out of their duties and obligations;

- (b) co-ordinate and schedule the Work with the work of the other contractors and workers;
  - (c) participate with other contractors and workers in reviewing their construction schedules when directed to do so;
  - (d) where part of the Work is affected by or depends upon the work of other contractors or workers for its proper execution, promptly report to the NCC in writing and prior to proceeding with that part of the Work, any apparent deficiencies in such work. Failure by the Contractor to so report shall invalidate any claims against the NCC by reason of the deficiencies in the work of other contractors or workers except those deficiencies that are not then reasonably discoverable; and
  - (e) when designated as being responsible for construction safety at the place for work, in accordance with the applicable provincial or territorial laws, carry out its duties in that role and in accordance with those laws.
- 4) If, when entering into the Contract, the Contractor could not have reasonably foreseen nor anticipated the sending of other contractors or workers on to the site of the Work and provided the Contractor:
- (a) incurs extra expense in complying with the requirements of paragraph 3) of GC3.7; and
  - (b) gives the NCC written notice of a claim for that extra expense within thirty (30) days of the date that the other contractors or workers were sent onto the Work or its site,

the NCC shall pay the Contractor the cost of the extra labour, Plant and Material that was necessarily incurred, calculated in accordance with GC6.4 DETERMINATION OF PRICE.

### **GC3.8 LABOUR**

- 1) The Contractor shall maintain good order and discipline among the Contractor's employees and workers engaged in the Work shall not employ, on the site of the Work, anyone not skilled in the tasks assigned.

### **GC3.9 TRUCK HAULAGE RATES**

**CANCELLED**

### **GC3.10 MATERIAL, PLANT AND REAL PROPERTY BECOME PROPERTY OF THE NCC**

- 1) Subject to paragraph 9) of GC1.8 LAWS PERMITS AND TAXES, all Material and Plant and the interest of the Contractor in all real property, licences, powers and privileges purchased, used or consumed by the Contractor for the Work shall, immediately after the time of their purchase, use or consumption be the property of the NCC for the purposes of the Work and they shall continue to be the property of the NCC:
- (a) in the case of Material, until the NCC indicates that the Materials shall not be required for the Work; and
  - (b) in the case of Plant, real property, licences, powers and privileges, until the NCC indicates that the interest vested in the NCC therein is no longer required for the purposes of the Work.
- 2) Material or Plant, that is the property of the NCC by virtue of paragraph 1) of GC3.10, shall not be taken away from the site of the Work nor used nor disposed of except for the purposes of the Work without the written consent of the NCC.

- 3) The NCC is not liable for loss of nor damage from any cause to the Material or Plant referred to in paragraph 1) of GC3.10, and the Contractor is liable for such loss or damage notwithstanding that the Material or Plant is the property of the NCC.

**GC3.11 DEFECTIVE WORK**

- 1) The Contractor shall promptly remove from the site of the Work and replace or re-execute defective Work whether or not the defective Work has been incorporated in the Work and whether or not the defect is the result of poor workmanship, use of defective Material, or damage through carelessness or other act or omission of the Contractor.
- 2) The Contractor, at the Contractor's expense, shall promptly make good other work destroyed or damaged by such removals or replacements.
- 3) If, in the opinion of the NCC, it is not expedient to correct defective Work or Work not performed as provided for in the Contract documents, the NCC may deduct from the amount otherwise due to the Contractor the difference in value between the Work as performed and that called for by the Contract documents.
- 4) The failure of the NCC to reject any defective Work or Material shall not constitute acceptance of the defective Work or Material.

**GC3.12 CLEANUP OF SITE**

- 1) The Contractor shall maintain the Work and its site in a tidy condition and free from an accumulation of waste material and debris.
- 2) Before the issue of a Certificate of Substantial Performance, the Contractor shall remove waste material and debris, and all Plant and Material not required for the performance of the remaining Work and, unless otherwise stipulated in the Contract Documents, shall cause the Work and its site to be clean and suitable for occupancy by the NCC.
- 3) Before the issue of a Certificate of Completion, the Contractor shall remove all surplus Plant and Materials and any waste products and debris from the site of the Work.
- 4) The Contractor's obligations described in paragraphs 1) to 3) of GC3.12 do not extend to waste products and other debris caused by the NCC's servants, or by other contractors and workers referred to in GC3.7 CONSTRUCTION BY OTHER CONTRACTORS OR WORKERS.

**GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK**

- 1) Without restricting any warranty or guarantee implied or imposed by law or contained in the Contract, the Contractor shall, at the Contractor's expense:
  - (a) rectify and make good any defect or fault that appears in the Work or comes to the attention of the NCC with respect to those parts of the Work accepted in connection with the Certificate of Substantial Performance within 12 months from the date of Substantial Performance; and
  - (b) rectify and make good any defect or fault that appears in or comes to the attention of the NCC in connection with those parts of the Work described in the Certificate of Substantial Performance within 12 months from the date of the Certificate of Completion;
  - (c) transfer and assign, to the NCC, any subcontractor, manufacturer or supplier extended warranties or guarantees implied or imposed by law or contained in the Contract covering periods beyond the 12 months stipulated above. Extended warranties or guarantees referred to



herein shall not extend the 12-month period whereby the Contractor, except as may be provided elsewhere in the Contract, must rectify and make good any defect or fault that appears in the Work or comes to the attention of the NCC;

- (d) provide, to the NCC prior to the issuance of the Certificate of Completion, a list of all extended warranties and guarantees referred to in paragraph (c) above.
- 2) The NCC may direct the Contractor to rectify and make good any defect or fault referred to in paragraph 1) of GC3.13 or covered by any other expressed or implied warranty or guarantee and the Contractor shall rectify and make good such defect within the time stipulated in the direction.
- 3) A direction referred to in paragraph 2) GC3.13 shall be in writing and shall be given to the Contractor in accordance with GC2.3 NOTICES.

- GC4.1 PROTECTION OF WORK AND PROPERTY
- GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS
- GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE NCC
- GC4.4 CONTAMINATED SITE CONDITIONS

**GC4.1 PROTECTION OF WORK AND PROPERTY**

- 1) The Contractor shall protect the Work and its site against loss or damage from any cause and shall similarly protect all Material, Plant and real property under the Contractor's care, custody and control whether or not such Material, Plant and real property are supplied by the NCC to the Contractor.
- 2) The Contractor shall provide all facilities necessary for the purpose of maintaining security, and shall assist any person authorized by the NCC to inspect or to take security measures in respect of the Work and its site.
- 3) The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraphs 1) or 2) of GC4.1, and the Contractor, shall comply with such direction.

**GC4.2 PRECAUTIONS AGAINST DAMAGE, INFRINGEMENT OF RIGHTS, FIRE AND OTHER HAZARDS**

- 1) The Contractor shall do whatever is necessary to ensure that:
  - (a) no person, property, right, easement nor privilege is injured, damaged or infringed upon by reasons of the Contractor's activities in performing the Work;
  - (b) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted nor endangered by the performance or existence of the Work, Material or Plant;
  - (c) fire hazards in or about the site of the Work are eliminated and any fire is promptly extinguished;
  - (d) the health and safety of all persons employed in the performance of the Work is not endangered by the methods nor means of their performance;
  - (e) adequate medical services are available to all persons employed on the Work or its site at all times during the performance of the Work;
  - (f) adequate sanitation measures are taken in respect of the Work and its site; and
  - (g) all stakes, buoys and marks placed on the Work or its site by the NCC are protected and are not removed, defaced, altered nor destroyed.
- 2) The NCC may direct the Contractor to do such things and to perform such work as the NCC considers reasonable and necessary to ensure compliance with or to remedy a breach of paragraph 1) of GC4.2, and the Contractor shall comply with the direction of the NCC.

**GC4.3 MATERIAL, PLANT AND REAL PROPERTY SUPPLIED BY THE NCC**

- 1) Subject to paragraph 2) of GC4.3, the Contractor is liable to the NCC for any loss of or damage to Material, Plant or real property that is supplied or placed in the care, custody and control of the Contractor by the NCC for use in connection with the Contract, whether or not that loss or damage is attributable to causes beyond the Contractor's control.

- 2) The Contractor is not liable to the NCC for any loss or damage to Material, Plant or real property referred to in paragraph 1) of GC4.3 if that loss or damage results from and is directly attributable to reasonable wear and tear.
- 3) The Contractor shall not use any Material, Plant or real property supplied by the NCC except for the purpose of performing the Contract.
- 4) When the Contractor fails to make good any loss or damage for which the Contractor is liable under paragraph 1) within a reasonable time, the NCC may cause the loss or damage to be made good at the Contractor's expense, and the Contractor shall thereupon be liable to the NCC for the cost thereof and shall, on demand, pay to the NCC an amount equal to that cost.
- 5) The Contractor shall keep records of all Material, Plant and real property supplied by the NCC as the NCC requires and shall satisfy the NCC, when requested, that such Material, Plant and real property are at the place and in the condition in which they ought to be.

**GC4.4 CONTAMINATED SITE CONDITIONS**

- 1) For the purposes of GC4.4, a contaminated site condition exists when a solid, liquid, gaseous, thermal or radioactive irritant or contaminant, or other hazardous or toxic substance or material, including moulds and other forms of fungi, is present at the site of the Work to an extent that constitutes a hazard, or potential hazard, to the environment, property, or the health or safety of any person.
- 2) If the Contractor encounters a contaminated site condition of which the Contractor is not aware or about which the Contractor has not been advised, or if the Contractor has reasonable grounds to believe that such a site condition exists at the site of the Work, the Contractor shall:
  - (a) take all reasonable steps, including stopping the Work, to ensure that no person suffers injury, sickness or death, and that neither property nor the environment is injured or destroyed as a result of the contaminated site condition;
  - (b) immediately notify the NCC of the circumstances in writing; and
  - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification from the Contractor, the NCC shall promptly determine whether a contaminated site condition exists, and shall notify the Contractor in writing of any action to be taken, or work to be performed, by the Contractor as a result of the NCC's determination.
- 4) If the Contractor's services are required by the NCC, the Contractor shall follow the direction of the NCC with regard to any excavation, treatment, removal and disposal of any polluting substance or material.
- 5) The NCC, at the NCC's sole discretion, may enlist the services of experts and specialty contractors to assist in determining the existence of, and the extent and treatment of contaminated site conditions, and the Contractor shall allow them access and co-operate with them in the carrying out of their duties and obligations.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE shall apply to any additional work made necessary because of a contaminated site condition.

- GC5.1 INTERPRETATION
- GC5.2 AMOUNT PAYABLE
- GC5.3 INCREASED OR DECREASED COSTS
- GC5.4 PROGRESS PAYMENT
- GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK
- GC5.6 FINAL COMPLETION
- GC5.7 PAYMENT NOT BINDING ON THE NCC
- GC5.8 CLAIMS AND OBLIGATIONS
- GC5.9 RIGHT OF SETOFF
- GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION
- GC5.11 DELAY IN MAKING PAYMENT
- GC5.12 INTEREST ON SETTLED CLAIMS
- GC5.13 RETURN OF SECURITY DEPOSIT

**GC5.1 INTERPRETATION**

In these Terms of Payment

- 1) The "payment period" means a period of 30 consecutive days or such other longer period as may be agreed between the Contractor and the NCC.
- 2) An amount is "due and payable" when it is due and payable by the NCC to the Contractor according to GC5.4 PROGRESS PAYMENT, GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK or GC5.6 FINAL COMPLETION.
- 3) An amount is overdue when it remains unpaid on the first day following the day upon which it is due and payable.
- 4) The "date of payment" means the date of the negotiable instrument of an amount due and payable by the NCC.
- 5) The "Bank Rate" means the rate of interest established by the Bank of Canada as the minimum rate at which it makes short term advances to members of the Canadian Payments Association.
- 6) The "Average Bank Rate" means the simple arithmetic mean of the Bank Rate in effect at 4:00 p.m. Ottawa Time each day during the calendar month which immediately precedes the calendar month in which payment is made.

**GC5.2 AMOUNT PAYABLE**

- 1) Subject to any other provisions of the Contract, the NCC shall pay the Contractor, at the times and in the manner hereinafter set out, the amount by which the amounts payable by the NCC to the Contractor in accordance with the Contract exceed the amounts payable by the Contractor to the NCC, and the Contractor shall accept that amount as payment in full satisfaction for everything furnished and done by the Contractor in respect of the Work to which the payment relates.
- 2) When making any payment to the Contractor, the failure of the NCC to deduct an amount payable to the NCC by the Contractor shall not constitute a waiver of the right to do so, or an admission of lack of entitlement to do so in any subsequent payment to the Contractor.
- 3) No payment other than a payment that is expressly stipulated in the Contract, shall be made by the NCC to the Contractor for any extra expense or any loss or damage incurred or sustained by the Contractor.

**GC5.3 INCREASED OR DECREASED COSTS**

- 1) The Contract Amount shall not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment arising pursuant to the Labour Conditions.
- 2) Notwithstanding paragraph 1) of GC5.3, if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs:
  - (a) after the date of submission by the Contractor of its tender; or
  - (b) after the date of submission of the last revision, if the Contractor's tender was revised,the Contract Amount shall be adjusted in the manner provided in paragraph 3) of GC5.3.
- 3) If a change referred to in paragraph 2) of GC5.3 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by the NCC of the relevant records of the Contractor referred to in GC2.8 ACCOUNTS AND AUDITS to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.
- 4) For the purpose of paragraph 2) of GC5.3, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.
- 5) Notwithstanding paragraphs 2) to 4) of GC5.3, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

**GC5.4 PROGRESS PAYMENT**

- 1) On the expiration of a payment period, the Contractor shall deliver to the NCC:
  - (a) a written progress claim in a form acceptable to the NCC that fully describes any part of the Work that has been completed, and any Material that was delivered to the Work site but not incorporated into the Work, during that payment period: and
  - (b) a completed and signed statutory declaration containing a declaration that, up to the date of the progress claim, the Contractor has complied with all lawful obligations with respect to the Labour Conditions and that, in respect of the Work, all lawful obligations of the Contractor to its Subcontractors and Suppliers, referred to collectively in the declaration as "subcontractors and suppliers", have been fully discharged.
- 2) Within 10 days of receipt of a progress claim and statutory declaration from the Contractor, the NCC shall inspect, or cause to have inspected, the part of the Work and the Material described in the progress claim, and shall issue a progress report to the Contractor, that indicates the value of the part of the Work and the Material described in the progress claim that, in the opinion of the NCC:
  - (a) is in accordance with the Contract; and
  - (b) was not included in any other progress report relating to the Contract.

- 3) Subject to GC5.2 AMOUNT PAYABLE, and paragraph 5) of GC5.4, the NCC shall pay the Contractor an amount that is equal to:
  - (a) 95% of the value that is indicated in the NCC's progress report if a labour and material payment bond has been furnished by the Contractor; or
  - (b) 90% of the value that is indicated in the NCC's progress report if a labour and material payment bond has not been furnished by the Contractor.
- 4) Subject to GC5.2, "Amount Payable", and paragraph 5) of GC5.4, the NCC shall pay the Contractor an amount that is equal to 90% of the value that is indicated in the NCC's progress report
- 5) In the case of the Contractor's first progress claim, it is a condition precedent to the NCC's obligation under paragraph 3) of GC5.4 that the Contractor has provided all necessary documentation required by the Contract for the first progress claim and has provided evidence of compliance with workers' compensation legislation applicable to the place of the Work in accordance with GC1.9 WORKERS' COMPENSATION.

**GC5.5 SUBSTANTIAL PERFORMANCE OF THE WORK**

- 1) If, at any time before the issuance of a Certificate of Completion, the NCC determines that the Work has reached Substantial Performance as described in subparagraph 1) (b) of GC1.1.4 SUBSTANTIAL PERFORMANCE, the NCC shall issue a Certificate of Substantial Performance to the Contractor. The Certificate of Substantial Performance shall state or describe:
  - (a) the date of Substantial Performance;
  - (b) the parts of the Work not completed to the satisfaction of the NCC; and
  - (c) all things that must be done by the Contractor before a Certificate of Completion is issued and before the 12-month warranty period referred to in GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK commences for the said parts and all the said things.
- 2) The issuance of a Certificate of Substantial Performance does not relieve the Contractor from the Contractor's obligations under GC3.11 DEFECTIVE WORK.
- 3) Subject to GC5.2 AMOUNT PAYABLE and paragraph 4) of GC5.5, the NCC shall pay the Contractor the amount referred to in paragraph 1) of GC5.2 AMOUNT PAYABLE, less the aggregate of:
  - (a) the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT;
  - (b) an amount that is equal to the NCC's estimate of the cost to the NCC of rectifying defects described in the Certificate of Substantial Performance; and
  - (c) an amount that is equal to the NCC's estimate of the cost to the NCC of completing the parts of the Work described in the Certificate of Substantial Performance other than defects listed therein.
- 4) The NCC shall pay the amount referred to in paragraph 3) of GC5.5 not later than:
  - (a) 30 days after the date of issue of a Certificate of Substantial Performance, or
  - (b) 15 days after the Contractor has delivered to the NCC:

- (i) a statutory declaration containing a declaration by the Contractor that up to the date of the Certificate of Substantial Performance, the Contractor has complied with all lawful obligations with respect to the Labour Conditions, discharged all its lawful obligations to its Subcontractors and Suppliers in respect of the work under the Contract, and discharged its lawful obligations referred to in GC1.8 LAWS, PERMITS AND TAXES;
- (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION; and
- (iii) an update of the progress schedule in accordance with the requirements of GC3.1 PROGRESS SCHEDULE;

whichever is later.

#### **GC5.6 FINAL COMPLETION**

- 1) When the NCC is of the opinion that the Contractor has complied with the Contract and all orders and directions made pursuant thereto, and that the Work has been completed as described in GC1.1.5 COMPLETION, the NCC shall issue a Certificate of Completion to the Contractor and, if the Work or a portion of the Work is subject to a Unit Price Arrangement, the NCC shall issue a Certificate of Measurement that shall, subject to GC8, be binding upon and conclusive between the NCC and the Contractor as to the quantities referred to therein.
- 2) Subject to GC5.2 AMOUNT PAYABLE and paragraph 3) of GC5.6, the NCC shall pay the Contractor the amount referred to in GC5.2 AMOUNT PAYABLE, less the aggregate of the sum of all payments that were made pursuant to GC5.4 PROGRESS PAYMENT and GC5.5 SUBSTANTIAL PERFORMANCE OF WORK.
- 3) The NCC shall pay the amount referred to in paragraph 2) of GC5.6 not later than:
  - (a) 60 days after the date of issue of a Certificate of Completion; or
  - (b) 15 days after the Contractor has delivered to the NCC:
    - (i) a statutory declaration which contains a declaration by the Contractor that all of the Contractor's lawful obligations and any lawful claims against the Contractor that arose out of the performance of the Contract have been discharged and satisfied; and
    - (ii) evidence of compliance with workers' compensation legislation in accordance with GC1.9 WORKERS' COMPENSATION;

whichever is later.

#### **GC5.7 PAYMENT NOT BINDING ON NCC**

- 1) Neither acceptance of a progress claim or progress report, nor any payment made by the NCC under the Contract, nor partial or entire use or occupancy of the Work by the NCC shall constitute an acceptance by the NCC of any portion of the Work or Material that is not in accordance with the requirements of the Contract.

#### **GC5.8 CLAIMS AND OBLIGATIONS**

- 1) The Contractor shall discharge all the Contractor's lawful obligations and shall satisfy all lawful claims against the Contractor arising out of the performance of the Work at least as often as the Contract requires the NCC to pay the Contractor.

- 2) Whenever requested to do so by the NCC, the Contractor shall make a statutory declaration declaring to the existence and condition of any obligations and claims against the Contractor arising out of the performance of the Work.
- 3) In order to discharge lawful obligations of and satisfy lawful claims against the Contractor or its Subcontractors arising out of the performance of the Contract, the NCC may pay an amount that is due and payable to the Contractor directly to the claimant. Such payment is, to the extent of the payment, a discharge of the NCC's liability to the Contractor under the Contract and may be deducted from any amount payable to the Contractor under the Contract.
- 4) For the purposes of paragraph 3) of GC5.8, and subject to paragraph 6) of GC5.8, a claim or obligation shall be considered lawful when it is so determined by:
  - (a) a court of legal jurisdiction;
  - (b) an arbitrator duly appointed to arbitrate the claim; or
  - (c) the written consent of the Contractor authorizing payment of the claim or obligation.
- 5) If a claim or obligation would have been subject to the provisions of Provincial or Territorial lien legislation or, in the Province of Quebec, the law relating to legal hypothecs had the Contractor been performing the Work for an entity other than the NCC:
  - (a) such amount as may be paid by the NCC pursuant to paragraphs 3) and 4) of GC5.8 shall not exceed the amount that the Contractor would have been obliged to pay had the provisions of such legislation or law been applicable to the Work;
  - (b) a claimant need not comply with the provisions of such legislation, setting out the steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had; and
  - (c) for the purposes of determining the entitlement of a claimant, the notice required by paragraph 8) of GC5.8 shall be deemed to replace the registration or provision of notice after the performance of work as required by any applicable legislation and no claim shall be deemed to have expired, become void or unenforceable by reason of the claimant not commencing any action within the time prescribed by such legislation.
- 6) The Contractor shall, at the request of any claimant, submit to binding arbitration those questions that need to be answered to establish the entitlement of the claimant to payment. The arbitration shall have as parties to it any Subcontractor or Supplier to whom the claimant supplied Material, performed work or rented equipment should such Subcontractor or Supplier wish to be adjoined, and the NCC shall not be a party to such arbitration. Subject to any agreement between the Contractor and the claimant, the arbitration shall be conducted in accordance with the governing Provincial or Territorial legislation applicable to the site of the Work.
- 7) Paragraph 3) of GC5.8 shall apply only to claims and obligations:
  - (a) the notification of which has set forth the amount claimed to be owing and the person who by contract is primarily liable and has been received by the NCC in writing before final payment is made to the Contractor pursuant to GC5.6 FINAL COMPLETION, and within 120 days of the date on which the claimant:



- (i) should have been paid in full under the claimant's contract with the Contractor, its Subcontractor or Supplier if the claim is for money that was lawfully required to be held back from the claimant; or
  - (ii) performed the last of the services, work or labour, or furnished the last of the Material pursuant to the claimant's contract with the Contractor or its Subcontractor or Supplier where the claim is for money not lawfully required to be held back from the claimant; and
- (b) the proceedings to determine the right to payment of which, pursuant to paragraph 5) of GC5.8, shall have commenced within one year from the date that the notification required by subparagraph 7)(a) of GC5.8 was received by the NCC.
- 8) Upon receipt of a notice of claim, the NCC may withhold, from any amount that is due and payable to the Contractor pursuant to the Contract, the full amount of the claim or any portion thereof.
- 9) The NCC shall notify the Contractor in writing in a timely manner of receipt of any claim and of the intention of the NCC to withhold funds. At any time thereafter and until payment is made to the claimant, the Contractor may be entitled to post, with the NCC, security in a form acceptable to the NCC in an amount equal to the value of the claim, and upon receipt of such security the NCC shall release to the Contractor any funds that would be otherwise payable to the Contractor, that were withheld pursuant to the provisions of this clause in respect of the claim of any claimant for whom the security stands.

**GC5.9 RIGHT OF SETOFF**

- 1) Without limiting any right of setoff or deduction given or implied by law or elsewhere in the Contract, the NCC may set off any amount payable to the NCC by the Contractor under the Contract, or under any current contract, against any amount payable to the Contractor under the Contract.
- 2) For the purposes of paragraph 1) of GC5.9, "current contract" means a contract between the NCC and the Contractor:
- (a) under which the Contractor has an undischarged obligation to perform or supply work, labour or material; or
  - (b) in respect of which the NCC has, since the date of the Contract, exercised any right to take the work that is the subject of that contract out of the Contractor's hands.

**GC5.10 ASSESSMENTS AND DAMAGES FOR LATE COMPLETION**

- 1) For the purposes of this clause:
- (a) the Work shall be deemed to be completed on the date of the Certificate of Completion; and
  - (b) the "period of delay" means the number of days commencing on the day fixed for completion of the Work and ending on the day immediately preceding the day on which the Work is completed but does not include any day within a period of extension granted pursuant to GC6.5 DELAYS AND EXTENSION OF TIME and any other day on which, in the opinion of the NCC, completion of the Work was delayed for reasons beyond the control of the Contractor.
- 2) If the Contractor does not complete the Work by the day fixed for its completion but completes it thereafter, the Contractor shall pay the NCC an amount equal to the aggregate of:
- (a) all salaries, wages and travelling expenses incurred by the NCC in respect of persons overseeing the performance of the Work during the period of delay;

- (b) the cost incurred by the NCC as a result of the inability to use the completed Work for the period of delay; and
  - (c) all other expenses and damages incurred or sustained by the NCC during the period of delay as a result of the Work not being completed by the day fixed for its completion.
- 3) The NCC may waive the right of the NCC to the whole or any part of the amount payable by the Contractor pursuant to paragraph 2) of GC5.10 if, in the opinion of the NCC, it is in the public interest to do so.

**GC5.11 DELAY IN MAKING PAYMENT**

- 1) Notwithstanding GC1.5 TIME OF THE ESSENCE, any delay by the NCC in making any payment when it is due pursuant to GC5 TERMS OF PAYMENT, shall not be a breach of the Contract by the NCC.
- 2) Subject to paragraph 3) of GC5.11, the NCC shall pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per annum on any amount that is overdue pursuant to paragraph 3) of GC5.1 INTERPRETATION, and the interest shall apply from and include the day such amount became overdue until the day prior to the date of payment.
- 3) Interest shall be paid, on demand by the Contractor, except that:
- (a) in respect of amounts that are less than 15 days overdue, no interest shall be paid in respect of payment made within such 15 days; and
  - (b) interest shall not be payable or paid on overdue advance payments, if any.

**GC5.12 INTEREST ON SETTLED CLAIMS**

- 1) For the purposes of this clause, a claim means a disputed amount subject to negotiation between the NCC and the Contractor under the Contract.
- 2) A claim is deemed to have been settled when an agreement in writing is signed by the NCC and the Contractor setting out the amount of the claim to be paid by the NCC and the items of work for which the said amount is to be paid.
- 3) A settled claim is deemed to be outstanding from the day immediately following the date the said claim would have been due and payable under the Contract had it not been disputed.
- 4) The NCC shall pay to the Contractor simple interest on the amount of a settled claim at the Average Bank Rate plus 3 per cent per annum from the date the settled claim was deemed to be outstanding until the day prior to the date of payment.

**GC5.13 RETURN OF SECURITY DEPOSIT**

- 1) After a Certificate of Substantial Performance has been issued, and if the Contractor is not in breach of nor in default under the Contract, the NCC shall return to the Contractor all or any part of a Security Deposit that, in the opinion of the NCC, is not required for the purposes of the Contract.
- 2) After a Certificate of Completion has been issued, the NCC shall return to the Contractor the remainder of any security deposit unless the Contract stipulates otherwise.
- 3) If the security deposit was paid to the NCC, the NCC shall pay interest thereon to the Contractor at a rate established pursuant to section 21(2) of the Financial Administration Act.

- GC6.1 CHANGES IN THE WORK
- GC6.2 CHANGES IN SUBSURFACE CONDITIONS
- GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST
- GC6.4 DETERMINATION OF PRICE
  - GC6.4.1 Price Determination Prior to Undertaking Changes
  - GC6.4.2 Price Determination Following Completion of Changes
  - GC6.4.3 Price Determination - Variations in Tendered Quantities
- GC6.5 DELAYS AND EXTENSION OF TIME
- GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1
  - GC6.6.1 General
  - GC6.6.2 Hourly Labour Rates
  - GC6.6.3 Material, Plant and Equipment Costs
  - GC6.6.4 Allowance to the Contractor or Subcontractor

**GC6.1 CHANGES IN THE WORK**

- 1) At any time before issuance of a Certificate of Completion, Canada may issue orders for additions, deletions or other changes to the Work, or changes in the location or position of the whole or any part of the Work, if the addition, deletion, change or other revision is deemed by Canada to be consistent with the general intent of the Contract.
- 2) An order referred to in paragraph 1) of GC6.1 shall be in writing and given to the Contractor in accordance with GC2.3 NOTICES.
- 3) Upon receipt of an order, the Contractor shall promptly perform the work in accordance with the order as if the order had appeared in and been part of the original Contract.
- 4) If anything done or omitted by the Contractor pursuant to an order increases or decreases the cost of the Work to the Contractor, payment for the work shall be made in accordance with GC6.4 DETERMINATION OF PRICE.

**GC6.2 CHANGES IN SUBSURFACE CONDITIONS**

- 1) If, during the performance of the Work, the Contractor encounters subsurface conditions that are substantially different from the subsurface conditions described in the tender documents supplied to the Contractor, or a reasonable assumption of fact based thereon, the Contractor shall give notice to Canada immediately upon becoming aware of the situation.
- 2) If the Contractor is of the opinion that the Contractor may incur or sustain any extra expense or any loss or damage that is directly attributable to the changed subsurface conditions, the Contractor shall within 10 days of the date the changed subsurface conditions were encountered, give Canada written notice of intention to claim for that extra expense, loss or damage.
- 3) If the Contractor has given a notice referred to in paragraph 2) of GC6.2, the Contractor shall give Canada a written claim for extra expense, loss or damage no later than 30 days after the date that a Certificate of Substantial Performance is issued.
- 4) A written claim referred to in paragraph 3) of GC6.2 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified, and the Contractor shall supply such further and other information for that purpose as Canada requires.

- 5) If Canada determines that a claim referred to in paragraph 3) of GC6.2 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 6) If, in the opinion of Canada, the Contractor effects a saving of expenditure that is directly attributable to a substantial difference between the information relating to subsurface conditions at the site of the Work that is contained in the tender documents, or a reasonable assumption of fact based thereon, and the actual subsurface conditions encountered by the Contractor, the Contract Amount shall be reduced by the amount of the saving of expenditure determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 7) If the Contractor fails to give a notice referred to in paragraph 2) of GC6.2 and a claim referred to in paragraph 3) of GC6.2 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.
- 8) Canada does not warrant the content expressed in any subsurface report available for the perusal of the Contractor that does not form part of the tender and contract documents.

**GC6.3 HUMAN REMAINS, ARCHAEOLOGICAL REMAINS AND ITEMS OF HISTORICAL OR SCIENTIFIC INTEREST**

- 1) For the purposes of this clause
  - (a) "human remains" means the whole or any part of a deceased human being, irrespective of the time of death;
  - (b) "archaeological remains" are items, artefacts or things made, modified or used by human beings in antiquity and may include, but not be limited to, stone, wood or iron structures or monuments, dump deposits, bone artefacts, weapons, tools, coins, and pottery; and
  - (c) "items of historical or scientific interest" are naturally occurring or manufactured objects or things of any age that are not archaeological remains but may be of interest to society because of their historical or scientific significance, value, rarity, natural beauty, or other quality.
- 2) If, during the course of the Work, the Contractor encounters any object, item or thing which is described in paragraph 1) of GC6.3 or which resembles any object, item or thing described in paragraph 1) of GC6.3, the Contractor shall
  - (a) take all reasonable steps, including stopping work in the affected area, to protect and preserve the object, item or thing;
  - (b) immediately notify Canada of the circumstances in writing; and
  - (c) take all reasonable steps to minimize additional costs that may accrue as a result of any work stoppage.
- 3) Upon receipt of a notification in accordance with subparagraph 2)(b) of GC6.3, Canada shall promptly determine whether the object, item or thing is one described in, or contemplated by paragraph 1) of GC6.3, and shall notify the Contractor in writing of any action to be performed, or work to be carried out, by the Contractor as a result of Canada's determination.
- 4) Canada may, at any time, enlist the services of experts to assist in the investigation, examination, taking of measurements or other such recordings, placing of permanent protection around or removing of the object, item or thing encountered by the Contractor, and the Contractor shall, to the satisfaction

of Canada, allow them access and co-operate with them in the carrying out of their duties and obligations.

- 5) Human remains, archaeological remains and items of historical or scientific interest encountered at the site of the Work shall be deemed to be the property of Canada.
- 6) Except as may be otherwise provided for in the Contract, the provisions of GC6.4 DETERMINATION OF PRICE and GC6.5 DELAYS AND EXTENSION OF TIME shall apply.

#### **GC6.4 DETERMINATION OF PRICE**

##### **GC6.4.1 Price Determination Prior to Undertaking Changes**

- 1) If a Lump Sum Arrangement applies to the Contract or a part thereof, the price of any change shall be the aggregate estimated cost of labour, Plant and Material that is required for the change as agreed upon in writing by the Contractor and Canada plus an allowance for supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount, which allowance shall be equal to
  - (a) 20% of the aggregate costs referred to herein for that portion of the Work done by the Contractor's own forces, if the aggregate cost of the Work does not exceed \$50,000;
  - (b) 15% of the aggregate costs referred to herein for that portion of the Work that is done by subcontract, if the aggregate cost of the Work does not exceed \$50,000; or
  - (c) a negotiated percentage of the aggregate costs referred to herein or a negotiated amount
    - (i) if the aggregate cost of the Work exceeds \$50,000; or
    - (ii) if the Contractor and Canada agree in writing.
- 2) If a Unit Price Arrangement applies to the Contract or a part thereof, the Contractor and Canada may, by agreement in writing, add items, units of measurement, estimated quantities and prices per unit to the Unit Price Table.
- 3) A price per unit referred to in paragraph 2) of GC6.4.1 shall be determined on the basis of the aggregate estimated cost of labour, Plant and Material that is required for the additional item as agreed upon by the Contractor and Canada, plus an allowance determined in accordance with paragraph 1) of GC6.4.1.
- 4) To facilitate approval of the price of the change or the additional price per unit as applicable, the Contractor shall submit a cost estimate breakdown identifying, as a minimum, the estimated cost of labour, Plant, Material, each subcontract amount, and the amount of the allowance.
- 5) If no agreement is reached as contemplated in paragraph 1) of GC6.4.1, the price shall be determined in accordance with GC6.4.2.
- 6) If no agreement is reached, as contemplated in paragraphs 2) and 3) of GC6.4.1, Canada shall determine the class and the unit of measurement of the item of labour, Plant or Material and the price per unit shall be determined in accordance with GC6.4.2.

##### **GC6.4.2 Price Determination Following Completion of Changes**

- 1) If it is not possible to predetermine, or if there is failure to agree upon the price of a change in the Work, the price of the change shall be equal to the aggregate of

- (a) all reasonable and proper amounts actually expended or legally payable by the Contractor in respect of the labour, Plant and Material that fall within one of the classes of expenditure described in paragraph 2) of GC6.4.2, that are directly attributable to the performance of the Contract;
  - (b) an allowance for profit and all other expenditures or costs, including overhead, general administration costs, financing and interest charges, in an amount that is equal to 10% of the sum of the expenses referred to in subparagraph 1)(a) of GC6.4.2; and
  - (c) interest on the amounts determined under subparagraphs 1)(a) and 1)(b) of GC6.4.2 calculated in accordance with GC5.12 INTEREST ON SETTLED CLAIMS;
- 2) The cost of labour, Plant and Material referred to in subparagraph 1)(a) of GC6.4.2 shall be limited to the following categories of expenditure:
- (a) payments to Subcontractors and Suppliers;
  - (b) wages, salaries, bonuses and, if applicable, travel and lodging expenses of employees of the Contractor located at the site of the Work and that portion of wages, salaries, bonuses and, if applicable, travel and lodging expenses of personnel of the Contractor generally employed at the head office or at a general office of the Contractor provided they are actually and properly engaged on the Work under the Contract;
  - (c) assessments payable under any statutory authority relating to workers' compensation, employment insurance, pension plan or holidays with pay, provincial health or insurance plans, environmental reviews, and GST / HST collection costs;
  - (d) rent that is paid for Plant, or an amount equivalent to the said rent if the Plant is owned by the Contractor, that is necessary for and used in the performance of the Work, if the rent or the equivalent amount is reasonable and use of that Plant has been approved by Canada;
  - (e) payments for maintaining and operating Plant necessary for and used in the performance of the Work, and payments for effecting repairs thereto that, in the opinion of Canada, are necessary for the proper performance of the Contract, other than payments for any repairs to the Plant arising out of defects existing before its allocation to the Work;
  - (f) payments for Material that is necessary for and incorporated in the Work, or that is necessary for and consumed in the performance of the Contract;
  - (g) payments for preparation, delivery, handling, erection, installation, inspection, protection and removal of the Plant and Material necessary for and used in the performance of the Contract; and
  - (h) any other payments made by the Contractor with the approval Canada that are necessary for the performance of the Contract in accordance with the Contract Documents.

**GC6.4.3 Price Determination - Variations in Tendered Quantities**

- 1) Except as provided in paragraphs 2), 3), 4) and 5) of GC6.4.3, if it appears that the final quantity of labour, Plant and Material under a price per unit item shall exceed or be less than the estimated tendered quantity, the Contractor shall perform the Work or supply the Plant and Material required to complete the item and payment shall be made for the actual Work performed or Plant and Material supplied at the price per unit set out in the Contract.
- 2) If the final quantity of the price per unit item exceeds the estimated tendered quantity by more than 15%, either party to the Contract may make a written request to the other party to negotiate an

amended price per unit for that portion of the item which exceeds 115% of the estimated tendered quantity, and to facilitate approval of any amended price per unit, the Contractor shall, on request, provide Canada with

- (a) detailed records of the actual cost to the Contractor of performing or supplying the tendered quantity for the price per unit item up to the time the negotiation was requested; and
  - (b) the estimated unit cost of labour, Plant and Material required for the portion of the item that is in excess of 115% of the tendered quantity.
- 3) If agreement is not reached as contemplated in paragraph 2) of GC6.4.3, the price per unit shall be determined in accordance with GC6.4.2.
- 4) If it appears that the final quantity of labour, Plant and Material under a price per unit item shall be less than 85% of the estimated tendered quantity, either party to the Contract may make a written request to the other party to negotiate a change to the price per unit for the item if
- (a) there is a demonstrable difference between the unit cost to the Contractor of performing or supplying the estimated tendered quantity and the unit cost to the Contractor for performing or supplying the final quantity; and
  - (b) the difference in unit cost is due solely to the decrease in quantity and not to any other cause.
- 5) For the purposes of the negotiation referred to in paragraph 4) of GC6.4.3
- (a) the onus of establishing, justifying and quantifying a proposed change lies with the party making the request for negotiation; and
  - (b) in no event shall the total price for an item that has been amended as a result of a reduction in quantity pursuant to paragraph 4) of GC6.4.3 exceed the amount that would have been payable to the Contractor had 85% of the tendered quantity actually been performed or supplied.

#### **GC6.5 DELAYS AND EXTENSION OF TIME**

- 1) Upon application of the Contractor made before the date first fixed for completion of the Work or before any other date previously fixed under this clause, Canada may extend the time for completion of the Work by fixing a new date if Canada determines that causes beyond the control of the Contractor have delayed its completion.
- 2) The Contractor's application shall be accompanied by the written consent of the bonding company whose bond forms part of the Contract Security.
- 3) Subject to paragraph 4) of GC6.5, no payment, other than a payment that is expressly stipulated in the Contract, shall be made by Canada to the Contractor for any extra expense, loss or damage incurred or sustained by the Contractor due to delay, whether or not the delay is caused by circumstances beyond the control of the Contractor.
- 4) If the Contractor incurs or sustains any extra expense or any loss or damage that is directly attributable to any neglect or delay that occurs after the date of the Contract on the part of Canada in providing any information or in doing any act that the Contract either expressly requires Canada to do or that would ordinarily be done by an owner in accordance with the practice of the trade, the Contractor shall give Canada written notice of intention to claim for that extra expense or loss or damage within ten working days of the date the neglect or delay first occurred.

- 5) When the Contractor has given a notice referred to in paragraph 4) of GC6.5, the Contractor shall give Canada a written claim for the extra expense, loss or damage no later than 30 days after the date that a Certificate of Completion is issued and not afterwards.
- 6) A written claim referred to in paragraph 5) of GC6.5 shall contain a sufficient description of the facts and circumstances of the occurrence that is the subject of the claim to enable Canada to determine whether or not the claim is justified and the Contractor shall supply such further and other information for that purpose as Canada may require.
- 7) If Canada determines that a claim referred to in paragraph 5) of GC6.5 is justified, Canada shall make an extra payment to the Contractor in an amount that is calculated in accordance with GC6.4 DETERMINATION OF PRICE.
- 8) If the Contractor fails to give a notice referred to in paragraph 4) and a claim referred to in paragraph 5) of GC6.5 within the times stipulated, an extra payment shall not be made to the Contractor in respect of the occurrence.

## **GC6.6 ALLOWABLE COSTS FOR CONTRACT CHANGES UNDER GC6.4.1**

### **GC6.6.1 General**

- 1) The Contractor shall submit a cost estimate breakdown for each contemplated change, in accordance with paragraph 4) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES. The breakdown shall itemize all labour, material, plant and equipment costs estimated by the Contractor and subcontractors, and the amount of each allowance.
- 2) It is the responsibility of the Contractor to ensure that all prices included in the Contractor's breakdown to the NCC, including those of subcontractors, are fair and reasonable in view of the terms expressed herein.
- 3) The labour hours required for the contemplated change shall be based on the estimated number of hours to perform the work.
- 4) Time spent by a working foreman may be included in the number of labour hours, at a rate agreed to in writing by the Contractor and the NCC.
- 5) Time attributable to material handling, productivity factors and approved rest periods is to be included in the number of hours required by the contemplated change and will not be paid as a separate item under hourly rates.
- 6) Allowances referred to in section 04 below are not to be included in the hourly labour rates.
- 7) Credit for work deleted will only be for the work directly associated with the change.
- 8) When a change deletes work which has not yet been performed, the NCC is entitled to an adjustment in the Contract Amount equal to the cost the Contractor would have incurred had the work not been deleted.
- 9) Allowances referred to in Section 04 below shall not be applied to any credit amounts for deleted work.
- 10) In those cases where the change involves additions and deletions to the work, the allowances referred to in section 04 below shall apply only when the cost of the additions minus the cost of the deletions would result in an increase in the Contract Amount. The percentage allowance shall only be applied to that portion of the costs of the additions that is in excess of the cost of the deletions.



- 11) If the contemplated change in the work necessitates a change in the contract completion date, or has an impact on the work, the Contractor shall identify and include the resulting cost in the breakdown.

**GC6.6.2 Hourly Labour Rates**

- 1) The hourly labour rates listed in the Contractor's breakdown shall be determined in accordance with the collective agreements that are applicable at the site of the work and shall include:
- (a) the base rate of pay;
  - (b) vacation pay;
  - (c) benefits which includes:
    - (i) welfare contributions;
    - (ii) pension contributions;
    - (iii) union dues;
    - (iv) training and industry funds contributions; and
    - (v) other applicable benefits, if any, that can be substantiated by the Contractor.
  - (d) statutory and legislated requirements, assessed and payable under statutory authority, which includes:
    - (i) Employment Insurance contributions;
    - (ii) Canada Pension Plan or Québec Pension Plan contributions;
    - (ii) Worker's Compensation Board or Commission de la santé et de la sécurité du travail premiums;
    - (iv) Public Liability and Property Damage insurance premiums; and
    - (v) health tax premiums.
- 2) In the case of nonunion labour, all rates claimed shall be in accordance with the terms of the Labour Conditions forming part of this contract and the Contractor must provide satisfactory proof of the rates actually paid.

**GC6.6.3 Material, Plant and Equipment Costs**

- 1) The costs of all purchases and rentals must be based on the actual amount paid to the suppliers by the Contractor or subcontractor and said costs are to include all applicable discounts.

**GC6.6.4 Allowance to the Contractor or Subcontractor**

- 1) The allowances determined in accordance with paragraph 1) of GC6.4.1 PRICE DETERMINATION PRIOR TO UNDERTAKING CHANGES shall be considered as full compensation for:
- (a) supervision, co-ordination, administration, overhead, margin and the risk of undertaking the work within the stipulated amount; and

- (b) miscellaneous additional costs related to:
  - (i) the purchase or rental of material, plant and equipment;
  - (ii) the purchase of small tools and supplies;
  - (iii) safety and protection measures; and
  - (iv) permits, bonds, insurance, engineering, as built drawings, commissioning and site office.

- GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS
- GC7.2 SUSPENSION OF WORK
- GC7.3 TERMINATION OF CONTRACT
- GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN

**GC7.1 TAKING THE WORK OUT OF THE CONTRACTOR'S HANDS**

- 1) By giving notice in writing to the Contractor in accordance with GC2.3 NOTICES, the NCC, without any other authorization, may take all or any part of the Work out of the Contractor's hands, and may employ such means as the NCC sees fit to have the Work completed if the Contractor:
  - (a) fails to remedy any delay in the commencement or default in the diligent performance of the Work to the satisfaction of the NCC within six days of the NCC giving notice to the Contractor in writing in accordance with GC2.3 NOTICES;
  - (b) defaults in the completion of any part of the Work within the time fixed for its completion by the Contract;
  - (c) becomes insolvent, or has committed an act of bankruptcy, and has neither made a proposal to its creditors nor filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act;
  - (d) abandons the work;
  - (e) makes an assignment of the Contract without the consent required by GC1.16 ASSIGNMENT;  
or
  - (f) otherwise fails to observe or perform any of the provisions of the Contract.
- 2) If the whole or any part of the Work is taken out of the Contractor's hands, the Contractor's right to any further payment that is due or accruing due under the Contract is, subject only to paragraph 3) of GC7.1, extinguished, and the Contractor is liable to pay the NCC, upon demand, an amount that is equal to the amount of all loss and damage incurred or sustained by the NCC in respect of the Contractor's failure to complete the Work.
- 3) If the whole or any part of the Work that is taken out of the Contractor's hands is completed by the NCC, the NCC may pay the Contractor the amount, if any, of the holdback or a progress claim as determined by the NCC that had accrued and was due prior to the date on which the Work was taken out of the Contractor's hands and that is not required for the purposes of having the Work performed or of compensating the NCC for any other loss or damage incurred or sustained by reason of the Contractor's default.
- 4) The taking of the Work or any part thereof out of the Contractor's hands does not relieve the Contractor from any obligation under the Contract or imposed by law except the obligation to complete the performance of that part of the Work that was taken out of the Contractor's hands.
- 5) If the Work or any part thereof is taken out of the Contractor's hands, all Plant and Material and the interest of the Contractor, or its suppliers or subcontractors at any tier, in all real property, licences, powers and privileges acquired, used or provided by the Contractor, or its suppliers or subcontractors at any tier, under the Contract shall continue to be the property of the NCC without compensation.
- 6) When the NCC certifies that any Plant, Material, or any interest of the Contractor is no longer required for the purposes of the Work, or that it is not in the interests of the NCC to retain that Plant, Material, or interest, it shall revert to the Contractor.

- 7) If the Contractor has become insolvent or has committed an act of bankruptcy, and has either made a proposal to its creditors or filed a notice of intention to make such a proposal, pursuant to the Bankruptcy and Insolvency Act, the Contractor shall immediately forward a copy of the proposal or the notice of intention to the NCC.

#### **GC7.2 SUSPENSION OF WORK**

- 1) When, in the NCC's opinion, it is in the public interest to do so, the NCC may require the Contractor to suspend performance of the Work either for a specified or an unspecified period, by giving a notice of suspension in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) When a notice of suspension is received by the Contractor, the Contractor shall suspend all operations in respect of the Work except those that the NCC determines are necessary for the care and preservation of the Work, Plant and Material.
- 3) During a period of suspension, the Contractor shall not remove any part of the Work, Plant or Material from its site without the consent of the NCC.
- 4) If a period of suspension is 60 days or less, the Contractor shall resume the performance of the Work on the expiration of that period, and the Contractor is entitled to be paid the extra costs necessarily incurred by the Contractor as a result of the suspension, determined in accordance with GC6.4 DETERMINATION OF PRICE.
- 5) If a period of suspension is more than 60 days, the NCC and the Contractor may agree that the performance of the Work shall be continued by the Contractor, and the Contractor shall resume performance of the Work subject to any terms and conditions agreed upon by the NCC and the Contractor. If the NCC and the Contractor do not agree that performance of the Work shall be continued by the Contractor, or upon the terms and conditions under which the Contractor shall continue the Work, the notice of suspension shall be deemed to be a notice of termination pursuant to GC7.3 TERMINATION OF CONTRACT.

#### **GC7.3 TERMINATION OF CONTRACT**

- 1) The NCC may terminate the Contract at any time by giving a notice of termination in writing to the Contractor in accordance with GC2.3 NOTICES.
- 2) If the Contractor receives a notice of termination, the Contractor shall forthwith cease all operations in performance of the Contract, subject to any conditions stipulated in the notice.
- 3) Subject to paragraph 4) of GC7.3, if the Contract is terminated, the NCC shall pay the Contractor an amount determined to be due to the Contractor pursuant to GC6.4 DETERMINATION OF PRICE less the aggregate of all amounts that were paid to the Contractor by the NCC and all amounts that are due to the NCC from the Contractor pursuant to the Contract.
- 4) In no event shall the total amount payable by the NCC to the Contractor exceed the amount, calculated in accordance with GC5 TERMS OF PAYMENT, that would have been payable to the Contractor had the Contractor completed the Work.
- 5) Payment to the Contractor, if any, shall be made as soon as practicable under the circumstances.

#### **GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN**

- 1) If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, the NCC may convert a security deposit to the NCC's own use.

- 2) If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
- 3) Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

- 1) The Contractor may, within 10 days after the communication to the Contractor of any decision or direction referred to in GC6.1 CHANGES IN THE WORK and GC2.2 INTERPRETATION OF CONTRACT, protest that decision or direction.
- 2) A protest referred to in paragraph 1) of GC8 shall be in writing, contain full reasons for the protest, be signed by the Contractor and be given to the NCC.
- 3) If the Contractor gives a protest pursuant to paragraph 2) of GC8, any compliance by the Contractor with the decision or direction that was protested shall not be construed as an admission by the Contractor of the correctness of that decision or direction, or prevent the Contractor from taking whatever action the Contractor considers appropriate in the circumstances.
- 4) The giving of a protest by the Contractor pursuant to paragraph 2) of GC8 shall not relieve the Contractor from complying with the decision or direction that is the subject of the protest.
- 5) Subject to paragraph 6) of GC8, the Contractor shall take any action referred to in paragraph 3) of GC8 within 3 months after the date of the Certificate of Completion referred to in GC5.6 FINAL COMPLETION and not afterwards, except where it is otherwise provided by law.
- 6) The Contractor shall take any action referred to in paragraph 3) of GC8 resulting from a direction under GC3.13 WARRANTY AND RECTIFICATION OF DEFECTS IN WORK, within 3 months after the expiry of a warranty or guarantee period and not afterwards, except where it is otherwise provided by law.
- 7) Subject to paragraph 8) of GC8, if the NCC determines that the Contractor's protest is justified, the NCC shall pay the Contractor the cost of the additional labour, Plant and Material necessarily incurred by the Contractor in carrying out the protested decision or direction.
- 8) Costs referred to in paragraph 7) of GC8 shall be calculated in accordance with GC6.4 DETERMINATION OF PRICE.

- GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY
- GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY
- GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT

**GC9.1 OBLIGATION TO PROVIDE CONTRACT SECURITY**

- 1) The Contractor shall, at the Contractor's expense and within 7 days after the date that the Contractor receives notice that the Contractor's bid was accepted by the NCC, obtain and deliver Contract Security to the NCC in one or more of the forms prescribed in GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY.
- 2) If the whole or a part of the Contract Security provided is in the form of a security deposit, it shall be held and disposed of in accordance with GC5.13 RETURN OF SECURITY DEPOSIT and GC7.4 SECURITY DEPOSIT - FORFEITURE OR RETURN.
- 3) If a part of the Contract Security provided is in the form of a labour and material payment bond, the Contractor shall post a copy of that bond at the site of the Work.
- 4) It is a condition precedent to the release of the first progress payment that the Contractor has provided the Contract Security as specified herein.
- 5) In addition to the limitation imposed in paragraph 4) of GC9.1, the Contractor further acknowledges and agrees that it will not be entitled to have access to the site, nor to commence work pursuant to this contract until it has delivered the Contract Security as specified herein.

**GC9.2 TYPES AND AMOUNTS OF CONTRACT SECURITY**

- 1) The Contractor shall deliver to the NCC (a), (b) or (c):
  - (a) A performance bond and a labour and material payment bond each in an amount that is equal to not less than 50% of the Contract Amount including taxes
  - (b) A labour and material payment bond in an amount that is equal to not less than 50% of the Contract Amount including taxes, and a security deposit in an amount that is equal to not less than 10% of the Contract Amount including taxes.
  - (c) A security deposit in an amount prescribed by subparagraph 1)(b) of GC9.2, plus an additional amount that is equal to 10% of the Contract Amount including taxes.
- 2) The amount of a security deposit referred to in subparagraph 1)(b) of GC9.2 shall not exceed \$2,000,000 regardless of the Contract Amount including taxes.
- 3) A performance bond and a labour and material payment bond referred to in paragraph 1) of GC9.2 shall be in a form and be issued by a bonding or surety company that is approved by the NCC.
  - (a) The approved form for the performance bond is enclosed at the end of GC9.
  - (b) The approved form for the labour and material payment bond is enclosed at the end of GC9(c)

The list of approved bonding or surety companies is displayed at the following Website:

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>

- 4) A security deposit referred to in subparagraphs 1)(b) and 1)(c) of GC9.2 shall be in the form of:

- (a) a bill of exchange, bank draft or money order made payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - (b) bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada.
- 5) For the purposes of subparagraph 4)(a) of GC9.2:
- (a) a bill of exchange is an unconditional order in writing signed by the Contractor and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable future time a certain sum of money to, or to the order of, the NCC;
  - (b) if a bill of exchange, bank draft or money order is certified by or drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in subparagraph 5)(c) of GC9.2, either by letter or by a stamped certification on the bill of exchange, bank draft or money; and
  - (c) An approved financial institution is:
    - (i) a corporation or institution that is a member of the Canadian Payments Association as defined in the Canadian Payments Act;
    - (ii) a corporation that accepts deposits that are insured, to the maximum permitted by law, by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec;
    - (iii) a corporation that accepts deposits from the public if repayment of the deposit is guaranteed by Her Majesty the Queen in right of a province;
    - (iv) a corporation, association or federation incorporated or organized as a credit union or co-operative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137(6) of the Income Tax Act; or
    - (v) Canada Post Corporation.
- 6) Bonds referred to in subparagraph 4)(b) of GC9.2 shall be provided on the basis of their market value current at the date of the Contract, and shall be:
- (a) made payable to bearer; or
  - (b) accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
  - (c) registered as to principal, or as to principal and interest, in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

### **GC9.3 IRREVOCABLE STANDBY LETTER OF CREDIT**

- 1) As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to the NCC, the amount of which shall be determined in the same manner as a security deposit referred to in GC9.2  
**TYPES AND AMOUNTS OF CONTRACT SECURITY.**
- 2) An irrevocable standby letter of credit shall:
  - (a) be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf:



- (i) is to make a payment to, or to the order of, the NCC as the beneficiary;
- (ii) is to accept and pay bills of exchange drawn by the NCC;
- (ii) authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
- (iv) authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with;
- (b) state the face amount that may be drawn against it;
- (c) state its expiry date;
- (d) provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC;
- (e) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
- (f) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
- (g) clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
- (h) be issued or confirmed, in either official language in a format left to the discretion of the issuer or confirmer, by an approved financial institution on its letterhead.

# PERFORMANCE BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as

Obligee, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the

Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

for: \_\_\_\_\_.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that if the Principal shall well and faithfully observe and perform all the obligations on the part of the Principal to be observed and performed in connection with the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Whenever the Principal shall be, and declared by the NCC to be, in default under the Contract, the Surety shall
  - (a) if the work is not taken out of the Principal's hands, remedy the default of the Principal,
  - (b) if the work is taken out of the Principal's hands and the NCC directs the Surety to undertake the completion of the work, complete the work in accordance with the Contract provided that if a contract is entered into for the completion of the work,
    - (i) it shall be between the Surety and the completing contractor, and
    - (ii) the selection of such completing contractor shall be subject to the approval of the NCC,
  - (c) if the work is taken out of the Principal's hands and the NCC, after reasonable notice to the Surety, does not direct the Surety to undertake the completion of the work, assume the financial responsibility for the cost of completion in excess of the moneys available to the NCC under the Contract,
  - (d) be liable for and pay all the excess costs of completion of the Contract, and
  - (e) not be entitled to any Contract moneys earned by the Principal, up to the date of his default on the Contract and any holdbacks relating to such earned Contract moneys held by the NCC, and the liability of the Surety under this Bond shall remain unchanged provided, however, and without restricting the generality of the foregoing, upon the completion of the Contract to the satisfaction of the NCC, any Contract moneys earned by the Principal or holdbacks related thereto held by the NCC may be paid to the Surety by the NCC.
2. The Surety shall not be liable for a greater sum than the amount specified in this Bond.
3. No suit or action shall be instituted by the NCC herein against the Surety pursuant to these presents after the expiration of two (2) years from the date on which final payment under the Contract is payable.

**IN TESTIMONY WHEREOF**, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# LABOUR AND MATERIAL PAYMENT BOND

Bond Number \_\_\_\_\_

Amount \$ \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS**, that \_\_\_\_\_ as Principal,  
hereinafter called the Principal, and \_\_\_\_\_ as Surety, hereinafter

called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as Oblige, hereinafter called the NCC, In the amount of \_\_\_\_\_ dollars

(\$ \_\_\_\_\_), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ . WHEREAS, the Principal has entered into a Contract with the NCC, dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, for: \_\_\_\_\_

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION** are such that, if payment is promptly made to all Claimants who have performed labour or services or supplied material in connection with the Contract and any and all duly authorized modifications and extensions of the Contract that may hereafter be made, notice of which modifications and extensions to the Surety being hereby waived, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. For the purpose of this bond, a Claimant is defined as one having a direct contract with the Principal or any Sub-Contractor of the Principal for labour, material or both, used or reasonably required for use in the performance of the Contract, labour and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone services or rental of equipment (but excluding rental of equipment where the rent pursuant to an agreement is to be applied towards the purchase price thereof) directly applicable to the Contract.
2. For the purpose of this Bond, no payment is required to be made in respect of a claim for payment for labour or services performed or material supplied in connection with the Contract that represents a capital expenditure, overhead or general administration costs incurred by the Principal during the currency or in respect of the Contract.
3. The Principal and the Surety hereby jointly and severally agree with the NCC that if any Claimant has not been paid as provided for under the terms of his contract with the Principal or a Sub-Contractor of the Principal before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's labour or service was done or performed or materials were supplied by such Claimant, the NCC may sue on this bond, have the right to prosecute the suit to final judgment for such sum or sums as may be due and have execution thereon; and such right of the NCC is assigned by virtue of Part VIII of the Financial Administration Act to such Claimant.
4. For the purpose of this bond the liability of the Surety and the Principal to make payment to any claimant not having a contract directly with the Principal shall be limited to that amount which the Principal would have been obliged to pay to such claimant had the provisions of the applicable provincial or territorial legislation on lien or privileges been applicable to the work. A claimant need not comply with provisions of such legislation setting out steps by way of notice, registration or otherwise as might have been necessary to preserve or perfect any claim for lien or privilege which the claimant might have had. Any such claimant shall be entitled to pursue a claim and to recover judgment hereunder subject to the terms and notification provisions of the Bond.
5. Any material change in the Contract between the Principal and the NCC shall not prejudice the rights or interest of any Claimant under this Bond who is not instrumental in bringing about or has not caused such change.
6. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless such Claimant shall have given written notice within the time limits hereinafter set forth to the Principal and the Surety above named, stating with substantial accuracy the amount claimed. Such notice shall be served by mailing the same by registered mail to the Principal and the Surety at any place where an office is regularly maintained for the transaction of business by such persons or served in any manner in which legal process may be served in the Province or other part of Canada in which the subject matter of the Contract is located. Such notice shall be given
  - (i) in respect of any claim for the amount or any portion thereof required to be held back from the Claimant by the Principal or by the Sub-Contractor of the Principal under either the terms of the Claimant's Contract with the Principal or the Claimant's Contract with the Sub-Contractor of the Principal within one hundred and twenty (120) days after such Claimant should have been paid in full under this Contract;

- (ii) in respect of any claim other than for the holdback or portion thereof referred to above within one hundred and twenty (120) days after the date upon which such Claimant did or performed the last of the service, work or labour or furnished the last of the materials for which such claim is made under the Claimant's Contract with the Principal or a Sub-Contractor of the Principal
  - (b) After the expiration of one (1) year following the date on which the Principal ceased work on the said Contract, including work performed under the guarantees provided in the Contract;
  - (c) Other than in a court of competent jurisdiction in the province or district of Canada in which the subject matter of the Contract or any part thereof is situated and not elsewhere, and the parties hereto hereby agree to submit to the jurisdiction of such court.
7. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
  8. The Surety shall not be entitled to claim any moneys relating to the Contract and the liability of the Surety under this Bond shall remain unchanged and, without restricting the generality of the foregoing, the Surety shall pay all valid claims of Claimants under this Bond before any moneys relating to the Contract held by the NCC are paid to the Surety by the NCC.
  9. The Surety shall not be liable for a greater sum than the amount specified in this bond.

**IN TESTIMONY WHEREOF**, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and year first above written.

**SIGNED, SEALED AND DELIVERED in the presence of:**

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

- GC10.1 INSURANCE CONTRACTS
- GC10.2 INSURANCE PROCEEDS
- GC10.3 INSURANCE TERMS
  - GC10.3.1 General
    - GC10.3.1.1 Proof of Insurance
    - GC10.3.1.2 Payment of Deductible
  - GC10.3.2 Commercial General Liability
    - GC10.3.2.1 Scope of Policy
    - GC10.3.2.2 Insured
    - GC10.3.2.3 Period of Insurance
  - GC10.3.3 Builder's Risk / Installation Floater
    - GC10.3.3.1 Scope of Policy
    - GC10.3.3.2 Amount of Insurance
    - GC10.3.3.3 Insurance Proceeds

**GC10.1 INSURANCE CONTRACTS**

- 1) The Contractor shall, at the Contractor's expense, obtain and maintain insurance contracts in respect of the work and shall provide evidence thereof to the NCC in accordance with the requirements of GC10.
- 2) The insurance contracts referred to in paragraph 1) of GC10.1 shall:
  - (a) be in a form, of the nature, in the amounts, for the periods and containing the terms and conditions specified in GC10; and
  - (b) provide for the payment of claims under such insurance contracts in accordance with GC10.2 INSURANCE PROCEEDS.

**GC10.2 INSURANCE PROCEEDS**

- 1) In the case of a claim payable under a Builders Risk/Installation (All Risks) insurance contract maintained by the Contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid directly to the NCC, and:
  - (a) the monies so paid shall be held by the NCC for the purposes of the contract; or
  - (b) if the NCC elects, shall be retained by the NCC, in which event they vest in the NCC absolutely.
- 2) In the case of a claim payable under a General Liability insurance contract maintained by the Contractor pursuant to GC10.1 INSURANCE CONTRACTS, the proceeds of the claim shall be paid by the insurer directly to the claimant.
- 3) If an election is made pursuant to paragraph 1) of GC10.2, the NCC may cause an audit to be made of the accounts of the Contractor and of the NCC in respect of the part of the work that was lost, damaged or destroyed for the purpose of establishing the difference, if any, between:
  - (a) the aggregate of the amount of the loss or damage suffered or sustained by the NCC, including any costs incurred in respect of the clearing of the work and its site and any other amount that is payable by the Contractor to the NCC under the contract, minus any monies retained pursuant to subparagraph 1)(b) of GC10.2; and
  - (b) the aggregate of the amounts payable by the NCC to the Contractor pursuant to the contract up to the date of the loss or damage.

- 4) A difference that is established pursuant to paragraph 3) of GC10.2 shall be paid forthwith by the party who is determined by the audit to be the debtor to the party who is determined by the audit to be the creditor.
- 5) When payment of a deficiency has been made pursuant to paragraph 4) of GC10.2, all rights and obligations of the NCC and the Contractor under the contract shall, with respect only to the part of the work that was the subject of the audit referred to in paragraph 3) of GC10.2, be deemed to have been expended and discharged.
- 6) If an election is not made pursuant to subparagraph 1)(b) of GC10.2, the Contractor shall, subject to paragraph 7) of GC10.2, clear and clean the work and its site and restore and replace the part of the work that was lost, damaged or destroyed at the Contractor's expense as if that part of the work had not yet been performed.
- 7) When the Contractor clears and cleans the work and its site and restores and replaces the work referred to in paragraph 6) of GC10.2, the NCC shall pay the Contractor out of the monies referred to in paragraph 1) of GC10.2 so far as they will thereunto extend.
- 8) Subject to paragraph 7) of GC10.2, payment by the NCC pursuant to paragraph 7) of GC10.2 shall be made in accordance with the contract but the amount of each payment shall be 100% of the amount claimed notwithstanding subparagraphs 3)(a) and 3)(b) of GC5.4 PROGRESS PAYMENT.

### **GC10.3 INSURANCE TERMS**

#### **GC10.3.1 General**

##### **GC10.3.1.1 Proof of Insurance**

- 1) Before commencement of the Work, and prior to contract award, the Contractor shall deposit with the NCC a Certificate of Insurance (approved Insurance form is enclosed at the end of this section).
- 2) Upon request by the NCC, the Contractor shall provide originals or certified true copies of all contracts of insurance maintained by the Contractor pursuant to the provisions contained herein.
- 3) The insurance policies shall be endorsed to provide the NCC with no less than 30 days notice in writing in advance of a cancellation of insurance or any reduction in coverage.

##### **GC10.3.1.2 Payment of Deductible**

- 1) Any moneys paid or payable in respect of a deductible amount shall be borne exclusively by the Contractor.

#### **GC10.3.2 Commercial General Liability**

##### **GC10.3.2.1 Scope of Policy**

- 1) The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have:
  - (a) an Each Occurrence Limit of not less than \$5,000,000;
  - (b) a Products/Completed Operations Aggregate Limit of not less than \$5,000,000; and
  - (c) a General Aggregate Limit of not be less than \$10,000,000 per policy year, if the policy is subject to such a limit.

- 2) The policy shall either include or be endorsed to include coverage for the following exposures or hazards if the Work is subject thereto:
  - (a) Blasting;
  - (b) Pile driving and caisson work;
  - (c) Underpinning;
  - (d) Removal or weakening of support of any building or land whether such support be natural or otherwise if the work is performed by the insured Contractor.

#### **GC10.3.2.2 Insured**

- 1) The policy shall insure the Contractor and shall include the NCC as an additional Insured, with respect to liability arising out of the operations of the Contractor with regard to the work.

#### **GC10.3.2.3 Period of Insurance**

- 1) Unless otherwise directed in writing by the NCC, or, otherwise stipulated elsewhere herein, the policy required herein shall be in force and be maintained from the date of contract award until the day of issue of the Certificate of Completion except that the coverage for Completed Operations Liability shall, in any event, be maintained for a period of at least six (6) years beyond the date of the Certificate of Substantial Performance.

#### **GC10.3.3 Builder's Risk / Installation Floater**

##### **GC10.3.3.1 Scope of Policy**

- 1) The insurance coverage provided by a Builder's Risk policy or an Installation Floater policy shall not be less than that provided by IBC Forms 4042 and 4047, as amended from time to time.
- 2) The policy shall permit use and occupancy of the project, or any part thereof, where such use and occupancy is for the purposes for which the project is intended upon completion.
- 3) The policy may exclude or be endorsed to exclude coverage for loss or damage caused by any of the following:
  - (a) Asbestos;
  - (b) Fungi or spores;
  - (c) Cyber;
  - (d) Terrorism.

##### **GC10.3.3.2 Amount of Insurance**

- 1) The amount of insurance shall not be less than the sum of the contract value plus the declared value (if any) set forth in the contract documents of all material and equipment supplied by the NCC at the site of the project to be incorporated into and form part of the finished Work. If the value of the Work is changed, the policy shall be changed to reflect the revised contract value.

##### **GC10.3.3.3 Insurance Proceeds**

- 1) The policy shall provide that the proceeds thereof are payable to the NCC may direct in accordance with GC10.2, "Insurance Proceeds".
- 2) The Contractor shall, without delay, do such things and execute such documents as are necessary to effect payment of the proceeds.



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

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

**1. General**

- 1.1 In this Contract “OHS” means “occupational health and safety”.
- 1.2 With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3 The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
  - 1.3.2 safety of property on site;
  - 1.3.3 protection of persons adjacent to the site; and,
  - 1.3.4 protection of the environment.
- 1.4 Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
  - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
  - (c) Applicable provisions of the *Canada Labour Code, Part II*;
  - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
  - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5 By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6 For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

- 1.7 As between the NCC and the Contractor, the NCC's decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC's designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8 The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as "claims") by third parties that arise out of or are attributable to the Contractor's errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9 The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
  - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
  - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
  - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10 Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor's expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
  - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
  - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
  - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

## **2. Qualifications of Personnel**

- 2.1 By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2 The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5

and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

### **3. Certification**

3.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.

3.2 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

### **4. Plans Policies and Procedures**

4.1 After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

4.2 The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

4.3 At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.

- 4.4 The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5 The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6 Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 **(Optional depending on hazard or scope of project)**. The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
  - (b) have basic working knowledge of specified occupational safety and health regulations,
  - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
  - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
  - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8 Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
  - (b) reporting or procedural requirements;
  - (c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.

### Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's employees 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.

The NCC reserves the right to not award the Contract until such time as the Contractor's 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 **Reliability/Site Access/Secret**.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall 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 Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

### Additional information

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.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this Contract as the need arises.

### Company Security Representative

The Contractor 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 Contractor;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the Contractor's employees who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the Contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is

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

- Ensure that 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.

**APPENDIX “F” – BIDDER’S CHECKLIST**

#	REQUIREMENT / TASK / INSERTION within Bidder’s Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
<b>Instructions, or, Annexes / Appendices required from bidders with the technical proposal</b>		
1.	Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Bid.	<input type="checkbox"/>
2.	Complete Appendix “A-1” - Mandatory Requirements and ensure it forms part of your Technical Bid	<input type="checkbox"/>
3.	Complete and sign Appendix A-2 – Point Rated Technical Criteria	<input type="checkbox"/>
4.	Ensure that your Bid addresses all the points outlined in Appendix “A-2” -Point Rated Technical Criteria	<input type="checkbox"/>
5.	Ensure that your Technical Bid does not contain a copy of your Financial Bid.	<input type="checkbox"/>
6.	Ensure that your Technical and Financial Bids are in separate emails	<input type="checkbox"/>
<b>Appendix to be Submitted with Financial Proposal</b>		
7.	Complete and sign Appendix “B” – Fee Proposal Form	<input type="checkbox"/>
<b>Annexes / Appendices Only Required of Top Ranked Bidders for Award of a Standing Offer Agreement</b>		
8.	Complete and insert Annex “E” – Supplier Direct Payment and Tax Information Form to your Technical Bid	<input type="checkbox"/>
9.	Complete and insert Annex “F” Certificate of Insurance	<input type="checkbox"/>





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

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

Description of work - Description des travaux

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

**CONTRACT INFORMATION - INFORMATION SUR LE CONTRAT**

Contract Award Amount - Montant du marché adjugé	Contract Award Date - Date de l'adjudication du marché
--	--

Final Amount - Montant Final	Contract Completion Date - Date d'achèvement du contrat
------------------------------	---

No. of Amendments - Nombre de modifications

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

Name - Nom	Tel ext No. - N° ext de tél	Name - Nom	Tel ext No. - N° ext de tél
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<b>DESIGN - CONCEPTION</b>	<b>Category - Catégorie</b>	<b>Scale Échelle</b>	<b>Points Pointage</b>
This is the rating of the quality of the design. Voici l'évaluation de la qualité de la conception.	Unacceptable / Inacceptable	1 to/à 15	N/A S/O
	Not-satisfactory / Non-satisfaisant	16 to/à 31	
	Satisfactory / Satisfaisant	32 to/à 36	
	Superior / Supérieur	37 to/à 40	

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

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

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

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

<b>Total points / Total du pointage</b>	<b>/200</b>
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Comments – Commentaires

Project Manager - Signature	Design Lead - Signature	Date
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## INSTRUCTIONS AND ADDITIONAL INFORMATION INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES

### DESIGN - CONCEPTION

**The following items should be considered:**

- Understanding of the project objectives and constraints
- Thoroughness of and logical approach in problem analysis and exploration of alternatives
- Appropriateness of concept and sensitivity to context (physical and non-physical, image, site, geography, function, client, etc.)
- Functional/technical requirements: effectiveness of concept in providing for functional and technical requirements, including flexibility and expansion
- Aesthetic/spatial qualities and/or engineering "elegance"
- Functional performance for users: efficiency, safety, comfort and convenience, ease of operation and maintenance including engineering and architectural support elements/services
- Building science and engineering technology: equipment and construction systems, materials selections and detailing conducive to efficient construction and good life-cycle performance/economics; judgment in balancing between use of new technology vs. reliance on proven technology

**Il faut tenir compte des éléments suivants :**

- Compréhension des objectifs et des contraintes du projet
- Rigueur de l'analyse des problèmes et de l'approche logique utilisée et recherche de solutions de rechange
- Pertinence du concept et sensibilité au contexte (physique et non physique, image, site, géographie, fonction, client, etc.)
- Exigences fonctionnelles et techniques : efficacité du concept pour répondre aux exigences fonctionnelles et techniques, y compris la souplesse et l'expansion
- Qualités relatives à l'esthétique et à l'espace et/ou «élégance» technique
- Rendement fonctionnel pour les utilisateurs : efficacité, sécurité, confort, commodité, facilité de fonctionnement et d'entretien, y compris les éléments ou services de soutien à l'architecture et au génie
- Science du bâtiment et techniques de l'ingénieur : équipement et procédés de construction, sélection et description des matériaux favorisant la construction efficace et un bon rapport rendement/prix pendant la durée de vie; jugement pour équilibrer l'utilisation de nouvelles technologies et de technologies éprouvées

### QUALITY OF RESULTS - QUALITÉS DES RÉSULTATS

**The following items should be considered:**

- Responsiveness to NCC/Client input
- Coverage of all aspects of process (all technical issues addressed, approval authorities, departmental procedures, etc.)
- Quality of studies including: comprehensive investigation work, logical analysis, firm and substantiated recommendations, clarity of presentation
- Quality of working documents (completeness, accuracy, co-ordination)
- Quality control on construction
- Contract administration - correctness, timeliness

**Il faut tenir compte des éléments suivants :**

- Réceptivité aux suggestions de la CCN et du client
- Traitement de tous les aspects du processus (toutes les questions techniques, les pouvoirs d'approbation, les procédures ministérielles, etc.)
- Qualité des études, y compris : examen complet des travaux à effectuer, analyse logique, recommandations fermes et justifiées, clarté de la présentation
- Qualité des documents de travail (complets, exacts et coordonnés)
- Contrôle de la qualité relative à la construction
- Administration du contrat - exactitude, rapidité

### MANAGEMENT – GESTION

The extent to which the firm takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC. Consideration should be given to:

- Delivery of a comprehensive, reliable and effective service in a responsive, orderly and "surprise free" manner
- Appropriate understanding of the Consultant role, within the context of NCC's operating environment and objectives and of the needs of the project
- Application of initiative, judgement and attentiveness in providing services
- Management of Consultant team: leadership, efficiency, fairness, and ensuring proper level of service
- Co-ordination of sub-consultants, if applicable
- Sensitivity of external factors: awareness of current conditions in the building industry and in the local community, and use of this information for the benefit of the project

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN. Il faut tenir compte des éléments suivants :

- Prestation d'un service complet, fiable et efficace de façon souple, ordonnée et «sans surprise»
- Bonne compréhension du rôle de l'expert-conseil dans le contexte de l'environnement opérationnel de la CCN et compte tenu des objectifs et des impératifs du projet
- Initiative, jugement et attention dans la fourniture des services
- Gestion de l'équipe d'experts-conseils : leadership, efficacité, équité et prestation d'un niveau de service adéquat
- Coordination du travail des sous-expert-conseil, s'il y a lieu
- Sensibilité aux facteurs externes : connaissance des conditions actuelles dans l'industrie du bâtiment et dans la collectivité locale et utilisation de cette connaissance dans l'intérêt du projet

### TIME - DÉLAIS

For the purpose of evaluating the firm's time performance, consideration must be given to conditions beyond the firm's control including NCC / Contractor / Client Performance. The Project Manager is to consider whether the following was provided:

- Timely and accurate progress reporting
- On-schedule delivery of services in every stage

En ce qui a trait à l'évaluation du respect des délais par l'entreprise, il faut tenir compte des conditions indépendantes de la volonté de celle-ci, y compris du rendement de la CCN, de l'entrepreneur et du client. Le gestionnaire de projet doit évaluer si les éléments suivants ont été fournis :

- Présentation de rapports d'avancement précis dans les délais prescrits
- Prestation des services dans les délais requis à toutes les étapes

### COST - COÛT

**The following items should be considered:**

- Management of the design development within cost plan
- Timeliness of estimating and cost plan monitoring
- Final project estimate vs. Actual (established at award)
- Application of value engineering to design decisions, if applicable
- Appropriate balance of cost between estimate elements

**Il faut tenir compte des éléments suivants :**

- Gestion de l'élaboration de la conception dans le cadre du plan financier
- Rapidité de l'estimation et surveillance du respect du plan financier
- Estimation finale par rapport à l'estimation actuelle (faite au moment de l'attribution du contrat)
- Application de l'ingénierie de la valeur aux décisions de conception, s'il y a lieu
- Bon équilibre des coûts entre les éléments de l'estimation

### SCALE - ÉCHELLE

**Unacceptable:** Performance did not meet expectations. The Terms of Reference objectives were not met. Timely and significant improvement is required

**Not Satisfactory:** Performance meets some but not all expectations. The consultant demonstrates the potential to achieve the Team of Reference objectives; however, occasional lapses have been observed during the contract. Improvement or development in some areas is required

**Satisfactory:** Performance fully meets all expectations. The Consultants has effectively achieved all of the Terms of Reference objectives

**Superior:** Performance exceeds expectations and consistently generates strong results above those established in the Terms of Reference

**Inacceptable:** la performance n'a pas rencontré les attentes. Les objectifs des termes de référence n'ont pas été atteints. Des améliorations importantes et opportunes sont nécessaires

**Non satisfaisant:** la performance répond à certaines attentes mais pas à toutes. Le consultant démontre le potentiel pour atteindre les objectifs des termes de référence; cependant, des défaillances occasionnelles ont été observées pendant le contrat. L'amélioration ou le développement de certains aspects sont nécessaires

**Satisfaisant:** la performance répond pleinement à toutes les attentes. Les consultants ont atteint efficacement tous les objectifs des termes de référence

**Supérieur:** la performance dépasse les attentes et génère systématiquement des résultats forts et supérieurs à ceux établis dans les termes de référence



## Ownership of Intellectual and Other Property including Copyright

### 1. Definitions

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

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

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

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

"Technical Output"

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

### 2. Identification and Disclosure of Foreground

The Consultant shall:

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

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



### **3. IP Rights Vest with Consultant**

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

### **4. Ownership Rights in Deliverables**

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

### **5. License to Foreground**

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

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

### **6. Licence to Foreground for Other Projects**

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



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

#### **7. License to Background**

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

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

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

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

#### **9. Consultant's Right to Grant License**

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

#### **10. Trade Secrets and Confidential Information**

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

#### **11. NCC Supplied Information**

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

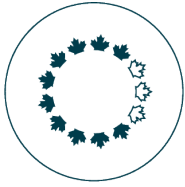


contains such information upon the completion or termination of the Contract, or at such earlier time as the NCC may require.

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

## 12. Transfer of IP Rights

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



# NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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## ANNEX C

### SECURITY REQUIREMENTS

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#### **Security Requirements**

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

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

#### **Security screening of individual**

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

#### **Fingerprinting**

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

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

#### **Company Security Officer**

The Contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the Consulting firm;

#### **Responsibilities of the Company Security Officer (CSO)**

The CSO responsibilities are the following:

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

- The Contractor shall make sure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation;
- Properly safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- Care must be exercised by the Contractor in handling any material prepared or received for the duration of this SOA;
- The Contractor shall, at all times, treat and safeguard the information prepared or received through the Contractor or work or pertaining thereto as per their security classification or designation, in accordance with the Government Security Policy;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC Corporate Security an occurrence report as soon as possible.

#### **Access to site**

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

#### **Security of Information**

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

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

#### **Confidentiality and Safeguarding**

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

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

#### **Security Implementation Plan**

The Contractor shall prepare a Security Implementation plan, which shall include:

1. Schedule for sub- Security Requirements Checklist (SRCL) submission (if any part of the system's implementation will be completed by Contractor Affiliates that will require site access)
2. Data / User Interface (UI) access control & monitoring policies and procedures as required for the system and that meet the requirements in this document
3. The Contractor's cyber security policies for identifying, preventing, and recovering from cyber threats
4. Steps and procedures taken to ensure the protection of NCC resources from cyber threats
5. Security education
6. Security incident reporting process that complies with the requirements of the Contract



## **Data Security**

The systems/products/installers must meet the following requirements related to cybersecurity:

1. Provide security and protection measures in compliance with NCC's security and privacy policies in conjunction with guidance from the Canadian Centre for Cyber Security. <https://cyber.gc.ca/en>
2. The Contractor must ensure that all NCC data and project information is stored on systems, infrastructure and networks that are located wholly within the geographical boundaries of Canada. This includes backups, disaster recovery locations, alternate operations centers and cloud servers. Under no circumstances shall data be transacted, stored, replicated or processed in nations other than Canada.
3. All data will reside in Canada through a preauthorized Cloud Services Provider that maintains at a minimum, one of the following:
  - 3.1 Valid and current ISO 27001 certification.
  - 3.2 Valid and current SOC 2 Type II reports and certifications.
4. All employees or sub-contractors who will have access to NCC data or project information must obtain necessary security clearance as defined by NCC and the Security Requirements Check List (SRCL) and other related security requirements.
5. The Contractor must submit a cybersecurity plan detailing their cybersecurity protocols, hardware, data flow, etc. The Contractor must ensure that their system is fully secured at all times and that it does not negatively affect NCC infrastructure in anyway.
6. The data must be backed up daily to ensure minimal data loss in the event of a failure and/or disruption.
7. Should NCC identify security deficiencies or items of concern in any documentation provided to the NCC Representative, the NCC may request that such be addressed or rectified by the Contractor (at the Contractor's expense) to the NCC's satisfaction acting reasonably, and the Contractor shall forthwith comply accordingly.
8. Data collected is non-sensitive and stored for 3 months to 1 year. The economic value of the data is also transitory and typically used within one week of collection after six months of operations. Because they are much smaller datasets, the basic energy-metering data can be stored for longer periods to document the building's historical energy performance.
9. Authorized connections between the Contractor's Cloud Services and other parties will be configured and tested to ensure compliance with federal cybersecurity standards.

## **Secure Network Connection**

A secure connection will be made to NCC owned Building Automation Systems (BAS) and/or Energy Meters to collect building data. This requires a physical connection between the system and the network on which these systems reside. The following describes the two types of configurations:

1. Dedicated LAN configuration:
  - 1.1 In this configuration, the components and/or energy meters are connected using a standalone local area network (LAN). The LAN network infrastructure is dedicated to these systems and is constructed/operated for the sole purpose to support communication between devices and with energy meters. To connect to this network configuration, the Contractor will require a physical communication port and IP address. Components then reside on a standalone isolated LAN.
2. VLAN configuration:
  - 2.1 On certain Bases, a Virtual Local Area Network (VLAN) is configured specifically to support building systems such as the BAS and energy meters. In this case, the VLAN uses the same networking infrastructure (i.e. structured cabling, network switches) as the DWAN, but through support from NCC IT staff, the VLAN is virtually isolated from the DWAN using firewalls and secure partitioning configurations. To connect to this configuration, the Contractor is required to obtain NCC approval and cannot access the network without being assigned a port and valid network address.

3. Physical and Network Security measures must be in place during installation/configuration such as: shutting down the Cellular Modem and testing Airgap Switching System.

### **Security Implications**

1. The data is collected locally by a third-party security cleared contractor and transmitted off-site for analysis using cellular communication and the internet.
2. The data collected is considered unclassified.
3. BAS data is read from NCC's BAS system (using NCC provided credentials) by the vendor's onsite storage device and pushed to the vendor's cloud.
4. The implementation of smart building technologies includes security measures that are designed to control access to NCC systems and networks, and to prevent unauthorized access to NCC data.
5. Authorization for access to NCC systems:
  - 5.1 Prior to installing components on site and connecting the Data Acquisition Device (DAD) to NCC's Building Automation System and energy meters, the Contractor must first obtain authorization from the NCC.
    - 5.1.1 For VLAN connections, cabling, a dedicated communication port, and IP address to communicate with devices will be assigned to the Contractor.
    - 5.1.2 For LAN connections, a network port and IP address to communicate with devices will be assigned to the Contractor.
6. Controlled Access to system equipment
  - 6.1 Systems will be monitored both physically and virtually for suspicious activities.
  - 6.2 The panels will include a tamper proof alarm and be securely mounted to the wall in a secure location in a controlled-access room (typically a mechanical room or building operator office)
  - 6.3 The system's control panel will include a key-locked enclosure that restricts access to equipment, to network cables and the Cellular Modem. If access to the system's control panel was ever compromised, both the DAD and the Cellular Modem must be password-protected.
  - 6.4 Should the tamper alarm be activated, or a physical security breach be identified, instructions will be provided by the Contractor to on-call duty personnel to inspect the panel. If any immediate threats are identified, personnel will be instructed to turn off the power to the control panel.
7. Read-Only Capability
  - 7.1 The DAD must be configured to only read data from NCC networks and will not be able to overwrite building systems. The DAD will be configured as a read-only device and will not be able to perform write functions on a BACnet network nor write to Modbus registers. This read-only configuration is programmed within the DAD and password protected. Read-only capabilities mitigate the risks of modifying/compromising building systems and impacting operations.
8. Airgap Switching System
  - 8.1 The Airgap Switching System will be monitored by the Contractor for suspicious activities. Historical monitoring logs and any suspicious activities will be reported to NCC.
  - 8.2 The Airgap Switching System is a Layer-1 A/B network switch that controls access to the DAD. Like an electrical transfer switch, the airgap switch can only allow the DAD to connect to one port at a time: (Port A) NCC network or (Port B) the Cellular Modem. Compared to a typical network switch, which operates at the Layer-2 or Layer-3, the Layer-1 completely cuts off the physical layer of a connection and blocks any electronic signal to flow to Port A and Port B simultaneously. The airgap switch fully isolates two network environments and prevents an outsider from gaining access to a NCC network through the Cellular Modem. The airgap switch default position is set to connect the DAD to a NCC network ("Data-Collection" position).
  - 8.3 In the Data-Collection position (default): the DAD is connected to NCC LAN (or VLAN). The DAD performs read-only functions on the NCC network and collects BAS and energy metering data. In this

condition, the DAD and NCC network are physically isolated from the Cellular Modem so there is no capability for any external electronic link. The DAD has a built-in data historian and can store data for a minimum of 3 months.

- 8.4 In the Data-Transfer position, the DAD disconnects from NCC LAN (or VLAN) and connects to Cellular Modem to send encrypted data to SBEMS Vendor Cloud Services. The airgap switches to this condition once per day, for approximately 45-60 min. The switching occurs at a completely random time using the Randomized Timer. In this position, the airgap breaks any electronic link between the system components and the NCC network (LAN or VLAN). The system control panel can therefore connect with external systems without any pathways into NCC networks. During this time, the DAD first establishes a secure connection with the Cloud Services and then uploads the data archived on its local storage. Once the timer expires (45-60 min), the airgap switch reverts to its default position (“Data- Collection”).
9. Secured Cellular Connectivity
  - 9.1 Cellular Modem installation will be in accordance with the emission security standard ITSS-04 (EMSEC Zones and RED/BLACK Separation ITSS-04).
  - 9.2 The Cellular Modem that forms part of the system control panel must include an integrated router and firewall. The firewall will be configured to block all inbound signals and will only enable data communication once an outbound request has been initiated locally by the DAD. When the airgap switch is in its default position (“Data-Collection”), the DAD will be physically disconnected from the Cellular Modem and cellular communication links will not be possible. When the airgap switches to the “Data-Transfer” position, the DAD will initiate a request through the Cellular Modem to connect with Cloud Services. The connection will be made, firewall-to-firewall, following the IT security standard ITSS-08 for Electronic Authentication to establish the link. The DAD will then transfer the encrypted data to the cloud server. This secured cellular link will be terminated when the data transfer period Randomized Timer reverts the airgap switch to its default position (“Data-Collection”). The Cellular Modem will only communicate through its cellular antenna and its onboard RJ45 Ethernet port, which will be used to connect to the DAD. The router will not have any other wireless communication capabilities (e.g., Wi-Fi, Bluetooth, and ZigBee).
10. User Interface
  - 10.1 All log ins for NCC personnel, will be in accordance with (ITSS-05 Identity, Credential and Access Management)
  - 10.2 Usernames will be restricted to the provision of NCC email addresses only.
  - 10.3 The NCC web portal will filter IP addresses and only enable access to GoC registered IP subnets. Any connections outside of a GoC network would require whitelisted IP addresses to approved by NCC.

## ANNEX "D" - Occupational Health and Safety Requirements

### **1. General**

- 1.1** In this Contract "OHS" means "occupational health and safety".
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
  - 1.3.2 safety of property on site;
  - 1.3.3 protection of persons adjacent to the site; and,
  - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
  - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
  - (c) Applicable provisions of the *Canada Labour Code, Part II*;
  - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
  - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the "Constructor" and covenants to discharge and accept all liability for the performance of the obligations of the "Constructor" in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the "Constructor" in the event of a dispute between the Contractor and the NCC, the

Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.

- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
  - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
  - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
  - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
  - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
  - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
  - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

## **2. Qualifications of Personnel**

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

## **3. Certification**

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

## **4. Plans Policies and Procedures**

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
  - (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
  - (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
  - (b) have basic working knowledge of specified occupational safety and health regulations,
  - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
  - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
  - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
  - (b) reporting or procedural requirements;

(c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.



Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur  Update / Mise à jour

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

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

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

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

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

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

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

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

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

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

**IMPORTANT**

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

**SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM**

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

**Supplier Tax Information**

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

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

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

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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



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

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



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

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



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

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

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

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

<p>We hereby <b>AGREE</b> to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the price (s) set out therefore.</p> <p>Nous <b>CONSENTONS</b> de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées au recto de la présente et au(x) prix indique(s) les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-dessus et sur toute feuille ci-annexée.</p>	_____
	<b>Print Name - Nom en majuscules</b>
	_____
	<b>Signature</b>
	_____
	<b>Date</b>
	_____



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### **Inclusion (qui est déjà en votre possession) :**

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



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

**1.1 GENERAL:**

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

It is understood and agreed that:

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

**GENERALITES:**

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

Il est entendu et convenu:

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

**1.2 ASSIGNMENT AND SUBCONTRACTING:**

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

**CESSIONS ET SOUS-TRAITANCE:**

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

**1.3 PERTINENT LAWS:**

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

**LOIS PERTINENTES:**

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



**1.4 PERMITS AND BY-LAWS:**

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

**LOIS ET PERMIS MUNICIPAUX:**

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

**1.5 NOTIFICATION OF WITHDRAWAL/REVISION:**

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

**AVIS DE RETRAIT/REVISIONS:**

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

**1.6 EQUIVALENT MEANINGS:**

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

**SIGNIFICATIONS EQUIVALENTES:**

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

**1.7 DESIGNATED USERS:**

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

**UTILISATEURS DESIGNES:**

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

**1.8 PERIOD OF STANDING OFFER:**

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

**PERIODE DE LA CONVENTION D'OFFRE À COMMANDES:**

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





**1.9 TOTAL ESTIMATED EXPENDITURE:**

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

**VALEUR ESTIMATIVE TOTAL:**

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

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

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

**LIMITATION DE LA VALEUR DES COMMANDES SUBSEQUENTES (INDIVIDUELLES):**

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

**1.11 PURCHASE ORDER INSTRUMENT:**

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

**INSTRUMENT DE COMMANDE:**

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

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

**2.1 STATEMENT OF REQUIREMENT:**

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

**DEFINITION DES BESOINS:**

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

**2.2 PRICES/RATES (excl taxes):**




### 2.3 DUTIES AND TAXES:

Notwithstanding any other provision of this document:

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

MUNICIPAL TAXES are not applicable.

### DROITS DE DOUANE ET TAXES:

Nonobstant toute autre disposition de ce document:

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

Les TAXES MUNICIPALES ne s'appliquent pas.

### 2.4 INSPECTION AND ACCEPTANCE:

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

### INSPECTION ET ACCEPTATION:

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

### 2.5 INVOICING:

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

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

### FACTURATION:

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

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



**3. CONDITIONS:**

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

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

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

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

**3.2 CHANGES:**

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

**MODIFICATIONS:**

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

**3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:**

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

**CONFLITS D'INTERETS ET L'APRES-MANDAT:**

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

**3.4 DISCRETIONARY AUDIT:**

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

**VERIFICATION DISCRETIONNAIRE:**

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



**3.5 AUDIT:**

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

**VERIFICATION:**

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

**3.6 METHOD OF PAYMENT:**

1. Payment by the Commission shall be made within:

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

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

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

**MODALITES DE PAIEMENT:**

1. La Commission paiera pour chaque livraison:

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

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

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