



PROJECT TITLE:	Professional Services for LeBreton Flats District Energy System Implementation – Owner’s Representative	
RETURN BID TO:	National Capital Commission Bids-soumissions@ncc-ccn.ca	Contract Number
SOLICITATION CLOSING DATE AND TIME:	September 8, 2023	
	3:00 pm, (Eastern Daylight Time) Bids received after this closing date and time will not be accepted.	

Address all inquiries in writing to Emilie Scheckman, Senior Contract Officer, NCC, by email at emilie.scheckman@ncc-ccn.ca (See section Part 2, item 2.3 - Enquiries – Bid Solicitation).

This title page must be dated, signed and returned with your Bid, thereby you acknowledge having read, understood and accepted this bid solicitation which includes Appendix A – Terms of Reference and any/all other Attachments, Appendices and Annexes referred to herein and all Addenda issued.

I / We acknowledge receipt of the following addenda _____ and have included for the requirement of it/them in my/our Technical Bid and Financial Bid (Bidder to enter number of addendums issued, if any).

There will not be a public opening for this bid solicitation.

BUSINESS NAME AND ADDRESS OF BIDDER (please print or type)	
Name:	_____
Address:	_____ _____ _____
Telephone No.:	_____ Fax No.: _____
Email:	_____

I / We hereby offer to supply to the NCC in accordance with the terms and conditions set out herein, the Services outlined as per Appendix A – Terms of Reference; Attachments; Appendix C - Financial Bid; my /our Bid and all Addenda issued.		
_____	_____	_____
Name and title of person authorized to sign on behalf of Bidder <i>(please print or type)</i>	Signature	Date
Your Bid is accepted to supply to the NCC, in accordance with the terms and conditions set out herein, the Services outlined per Appendix A – Terms of Reference; Attachments; Appendix C - Financial Bid; your Bid and all Addenda issued.		
_____	_____	_____
Name and title of the person authorized to sign on behalf of the NCC <i>(please print or type)</i>	Signature	Date

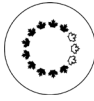


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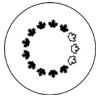
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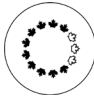
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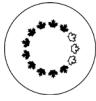


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DEFINITIONS AND TERMINOLOGY

The following Abbreviations / Definition as may be used within this Bid Solicitation	NCC Definitions as it applies to this bid solicitation
Bid	The reply submitted by a Bidder in response to a bid solicitation.
Bidder or Proponent	Person submitting a Bid in response to a bid solicitation
Calendar Days	All days of the week Monday through Friday, including weekends and Statutory Holidays.
Contract	Means the contract documents referred to in Part 5 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.
Senior Contract Officer (Contracting Authority)	The person designated by the title in the Contract or by notice to the Consultant, to act as NCC’s representative to administer the Contract.
Contract Price	The amount stated in the Contract to be payable to the Consultant for the Services including all applicable taxes.
Consultant	Means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work as outlined in Appendix A – Terms of Reference under the Contract.
NCC	National Capital Commission
NCC Client Representative	Means the person designated in the Contract, or by written notice to the Consultant, to act as the Client Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Senior Contract Officer to the Consultant.
Person	Includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation.
TOR	Terms of Reference
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.
Work	Unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Consultant as outlined in Appendix A – Terms of Reference to perform the Consultant’s obligations in accordance with the Contract.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into five parts plus Appendices and Annexes, as follows:

Part 1 - General Information: provides a general explanation of this bid solicitation and provides additional General Information.

Part 2 - Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation.

Part 3 - Bid Preparation Instructions: provides Bidders with instructions on how to prepare their Bid.

Part 4 - Evaluation Procedures and Basis of Selection: indicates how the evaluation of bids received will be conducted, the evaluation criteria that must be addressed in the Bid and the basis of selection.

Part 5 - Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Appendices include:

- Appendix A - Terms of Reference
- Appendix B - Evaluation Criteria
- Appendix C - Financial Bid
- Appendix D - Tender Submission Checklist

List of Annexes include:

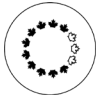
- Annex A - Insurance Form
- Annex B - Personnel screening, consent and authorization Form
- Annex C - Supplier Direct Deposit Form
- Annex D - Confidentiality Statement

1.2 Summary

1.2.1 The NCC is seeking to establish a contract for **Professional Services for LeBreton Flats District Energy System Implementation – Owner’s Representative** as defined in Appendix A – Terms of Reference.

1.3 Debriefings

1.3.1 A debriefing of a Bidders’ Technical Bid will be provided, if requested to the NCC Senior Contract Officer within fifteen (15) calendar days of CanadaBuys award notice posting. The debriefing request must be provided in writing via email directly to the NCC Client Representative.



1.4 Bid Validity Period

- 1.4.1 All Bids received shall not be withdrawn for a period of **90 calendar days** following the date and time of the bid solicitation closing.
- 1.4.2 The NCC reserves the right to seek an extension to the Bid validity period. Upon notification in writing from the NCC, Bidders shall have the option to either accept or reject the proposed extension.
- 1.4.3 If the extension is accepted, in writing, by all those who submitted Bids, then the NCC shall continue immediately with the evaluation of the Bids and its approval processes.
- 1.4.4 If the extension is not accepted in writing by all those who submitted Bids then the NCC shall, at its sole discretion, either:
- (a) continue to evaluate the Bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the bid solicitation.
- 1.4.5 The provisions expressed herein do not in any manner limit the NCC’s rights in law or under 2.15 – Acceptance of Bid.

1.5 Language of Bid Submission

- 1.5.1 Bid documents and supporting information may be submitted in either English or French.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in this bid solicitation by number, date and title are set out by the NCC.

Bidders, who submit a Bid, agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

By submitting a Bid, the Bidder and its affiliates agree to abide by the NCC Code of Conduct, see 5.9 - Code of Conduct.

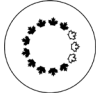
The NCC shall not be obligated to reimburse or compensate any Bidder, its sub-Consultants or manufacturers for their Bid submission for any costs incurred in connection with the preparation of a response to this bid solicitation. All copies of Bids submitted in response to this bid solicitation shall become the property of the NCC and will not be returned.

2.2 Submission of Bids

Bids must be submitted **ONLY** to the NCC by the date and time and at the location indicated on the title page (page 1) of this bid solicitation.

Bid solicitation transmitted by facsimile will not be accepted.

The bid must be signed by a duly authorized signing officer of the company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company (if applicable) must also be affixed to the bid.



2.3 Enquiries - Bid Solicitation

- 2.3.1 All enquiries must be submitted in writing to the Senior Contract Officer, identified on the title page (page 1) of this bid solicitation as early as possible within the solicitation period and no later than fourteen (14) calendar days prior to the date set for this bid solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable the NCC to provide an accurate answer. Technical enquiries, that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the NCC determines that the enquiry is not of a proprietary nature. The NCC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered by addenda to all Bidders.
- 2.3.3 To ensure consistency and quality of the information provided to all Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an addendum. All enquiries and other communications related to this bid solicitation sent throughout the solicitation period are to be directed ONLY to the Senior Contract Officer identified on the title page (page 1). Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

2.4 Bidder’s Checklist

NCC has provided a Bidders’ Checklist, under separate cover, titled Appendix D – Tender Submission Checklist. This document outlines what documents the Bidder is responsible to complete and submit as part of their Bid submission to the NCC. If there is a discrepancy between or conflict in the contents of the Bidders’ Checklist and this bid solicitation, the bid solicitation shall take precedence and govern.

2.5 Financial Bid Inclusions

Bidders should include the following information in their Financial Bid:

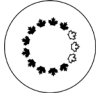
- 2.5.1 Their legal name;
- 2.5.2 The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with the NCC with regards to:
- a) their Bid; and
 - b) any contract that may result from their Bid.

Bidders must also sign their Financial Bid and provide a price breakdown (if applicable) per the Appendix C - Financial Bid herein.

2.6 Security Requirement

The Bidder’s personnel requiring access to “PROTECTED” information, assets or sensitive work site(s) must EACH hold a valid **Reliability** security clearance, granted or approved by CISD/PWGSC and/or the NCC (see Annex “B” - Personnel screening, consent and authorization Form attached).

The Bidder MUST NOT remove any “PROTECTED” information or assets from the identified work site(s), and the Bidder must ensure that its personnel are made aware of and comply with this restriction.



2.7 Applicable Laws

This Bid and any resulting contract therefrom is to be interpreted, construed and governed by, and the relations between the parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein. The relationship between the parties must also be conducted in accordance with these laws.

2.8 Improvement of Requirement during Solicitation Period

Should Bidders consider that the Terms of Reference contained in this bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Senior Contract Officer identified on the title page (page 1) of this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Senior Contract Officer at least fourteen (14) calendar days before the bid closing date. The NCC reserves the right to accept or reject any or all suggestions.

2.9 Minor Aberrations

The NCC may waive informalities and minor irregularities in Bids received, if the NCC determines that the variation of the Bid from the exact requirements set out in the bid solicitation documents can be corrected or waived without being prejudicial to other Bidders.

2.10 Only one Bid Submission from an Entity will be accepted

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

2.11 Bid Proprietary and Confidentiality

This bid solicitation and all supporting documentation have been prepared by the NCC and remain the sole property of the NCC, Ottawa, Canada. The information is provided to the Bidders solely for its use in connection with the preparation of a response to this bid solicitation and shall be considered to be the proprietary of the NCC.

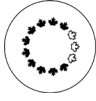
Bids will be held in strict confidence until opening.

2.12 Revision to Bid Submissions

A Bid submitted in accordance with the bid solicitation may be amended by email provided that revision is received at the location designated for the receipt of Bids identified on the title page (page 1), on or before the date and time set for the receipt of Bids. The revision must be on the Bidder’s letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the Bidders original Bid submission

2.13 Unacceptable Bids

- Bids not submitted on the forms provided by the NCC
- Faxed bids
- Bids received after the bid closing date and time
- Incomplete bids may be rejected
- Unsigned bid shall be disqualified



2.14 Access to Information

Bidders are advised that as a Crown Corporation, the NCC is subject to the provisions of the **Access to Information Act (ATI Act)**. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.

2.15 Acceptance of Bid

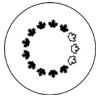
2.15.1 The NCC may accept any bid, whether it is the lowest or not, or may reject any or all bids.

2.15.2 Without limiting the generality of item 2.15.1, the NCC may reject a bid if any of the following circumstances are present:

- (a) the Bidder, or any employee or sub-consultant included as part of the bid, have been convicted under section 121 ("Frauds on the government" & "Consultant 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 sub-consultant included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or sub-consultant ineligible to bid on the Work, or the portion of the Work the employee or sub-consultant 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 sub-consultant included as part of its bid;
 - (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the Consultant's hands with respect to a contract with the Bidder, any of its employees or any sub-consultant included as part of its bid; 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 bid on.

2.15.3 In assessing the Bidder's performance on other contracts pursuant to item 2.15.2(d)(iv), 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 Consultant's safety program during the performance of the Work.



2.15.4 Without limiting the generality of items 2.15.1, 2.15.2 and 2.15.3, the NCC may reject any based on an unfavourable assessment of the:

- (a) adequacy of the bid 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.

2.15.5 If the NCC intends to reject a bid pursuant to a provision of items 2.15.1, 2.15.2, 2.15.3 or 2.15.4 other than item 2.15.2(b), the NCC shall so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representation, prior to making a final decision on the bid rejection.

2.16 Conflict of Interest – Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that the NCC may reject a bid if the Bidder, any of its sub-contractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation to the NCC (or similar goods or services) will not, in itself, be considered by the NCC as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
3. Where NCC intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the NCCs sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

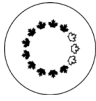
The NCC requests that Bidders submit their bid to provide Professional Services to the NCC as per the attached Appendix A – Terms of Reference, in separate sections as follows:

- Email #1: Technical Bid
- Email #2: Financial Bid

Prices must appear in Appendix C - Financial Bid only. No prices must be indicated in any other section of the Bid.

The NCC requests that Bidders use a numbering system that corresponds to the bid solicitation in the preparation of their Bid.

In the event of a bid submitted through contractual joint venture, the bid shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all



parties of the joint venture. All members of the joint venture shall be jointly and severally or solitarily liable for the performance of any resulting contract awarded as a result of a joint venture.

3.2 Technical Bid

In their Technical Bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The Technical Bid must address clearly and in sufficient depth the points that are subject to the evaluation of the rated criteria (see Appendix B - Evaluation Criteria) against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the NCC requests that Bidders address and present topics in the order of the rated criteria, and under the same headings. To avoid duplication, Bidders may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

Unless specified otherwise in the bid solicitation, the NCC will evaluate only the documentation provided with a Bidder's bid.

Appendix B - Evaluation Criteria may contain additional instructions that Bidders should consider when preparing their Technical Bid.

3.3 Financial Bid

Bidders must submit their Financial Bid in **Canadian funds** and in accordance with the pricing schedule detailed in Appendix C - Financial Bid. The total amount of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or QST (Quebec Sales Tax) is to be shown separately, as applicable.

When preparing their Financial Bid, Bidders should review Part 5, item 14 - Basis of Payment of this bid solicitation.

The total price specified in Appendix C – Financial Bid, when quoted by the Bidder, is an all-inclusive price. The lump sum and unit prices specified in Appendix C - Financial Bid, when quoted by the Bidder are all inclusive prices.

The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST) the Harmonized Sales Tax (HST) and the Quebec Sales Tax (QST). The successful Bidder will be required to indicate separately, with the request for payment, the amount of GST, HST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the Consultant who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments.

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

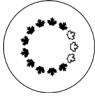
4.1 Evaluation Procedures

4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.2 An evaluation team composed of representatives of the NCC will evaluate the Bid submissions. From time to time, the evaluation team could include individuals from outside the NCC.

4.2 Technical Evaluation

4.2.1 Please reference Appendix B - Evaluation Criteria, attached herein. Rated criteria not addressed will be given a score of zero.



4.3 Financial Evaluation

4.3.1 Please reference Appendix C - Financial Bid, attached herein. For bid evaluation purposes, the total cost inclusive of all disbursements and applicable taxes (Table 3) will be the evaluated price.

4.4 Basis of Selection

4.4.1 Contract award for this service will be based on the highest combined rating of technical merit and price.

The technical evaluation is based on a total of 50 points. The minimum score required is 40 points. If a Bid qualifies, i.e. 40 points or over, the financial bid is opened and the price offered will be weighed with the technical score for the final score. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price multiplied by a ratio of 50%. Technical merit and price will each account for 50% of the overall rating. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the Consultant is determined by a 50/50 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000.00 (45).

	BIDDER 1	BIDDER 2	BIDDER 3
OVERALL TECHNICAL SCORE	47/50	42/50	40/50
BID EVALUATION PRICE	\$55,000.00	\$50,000.00	\$45,000.00
PRICE SCORE CALCULATION	45/55 X 50 = 40.9	45/50 X 50 = 45	45/45 X 50 = 50
COMBINED RATING	87.9	87.0	90.0
OVERALL RATING	2 nd	3 rd	1 st

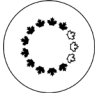
4.4.2 Negotiations

In the event that the highest ranked Bidder exceeds the amount of funding the NCC has allocated for the work:

- a) by 25% or less, the NCC, at its sole discretion, shall either:
 - i. Cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked Bidder; or
 - iii. revise the Terms of Reference accordingly and negotiate with the highest ranked Bidder a corresponding reduction in tendered price

- b) by more than 25%, the NCC, at its sole discretion shall either:
 - i. Cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked Bidder; or
 - iii. revise the Terms of Reference accordingly and invite all responsive Bidders to re-tender the work, and, subsequently re-rank the Bidders

- c) if negotiations or a re-tender are undertaken as is contemplated in item a)(iii) or b)(iii) above, Bidders shall retain the same sub-consultants and suppliers as they carried in their original tenders.



4.5 Bid Compliancy

4.5.1 To be declared compliant a bid must:

- (a) score a minimum of 40 points (out of 50 points) on the Point Rated Technical Criteria as specified in Appendix B – Evaluation Criteria; and
- (b) comply with all the requirements of the bid solicitation.

4.5.2 Bids not meeting the criteria in item 4.5.1 will be declared non-compliant. The NCC reserves the right to not accept the successful Bid or any of the Bids received, to cancel this bid solicitation and/or re-issue this bid solicitation in its original or revised form. The NCC also reserves the right to negotiate with the successful Bidders and/or all Bidders.

4.5.3 In the event two or more responsive bids have identical combined rating of technical scoring and price, the responsive bid that obtained the highest overall score for all the rated technical criteria detailed in Appendix B - Evaluation Criteria will be recommended for award of a contract.

4.6 Assessing a Bid

4.6.1 When assessing a bid, the following will apply:

- a) if there are errors in the mathematical extension of unit price items, the unit prices prevail and the mathematical extension is adjusted accordingly;
- b) if there are errors in the addition of lump sum prices or unit price extensions, the bid is not rejected but the total is corrected, and the correct amount reflected in the total bid price;
- c) if there is an error in the calculation of applicable taxes, the bid is not rejected but the total is corrected, and the correct amount reflected in the total bid price.



PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

5.1 Terms of Reference

The Consultant shall perform the Work in accordance with the Appendix A – Terms of Reference and the Consultant's technical bid entitled [REDACTED], dated [REDACTED].

5.2 Priority of Documents

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) Any amendment or variation to the contract documents;
- (2) This bid solicitation
- (3) Appendix A – Terms of Reference;
- (4) Appendix C - Financial Bid;
- (5) The Consultant's bid dated [REDACTED]

5.3 Security Requirement

The NCC complies with [Treasury Board's Policy on Government Security](#) and consequently, it will require that the Consultant's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature. *Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening _ PSU 917.*

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

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

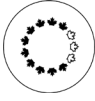
As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

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.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Consultant submit to a *Designated Organization Screening and/or Facility Security Clearance* – depending on the nature of the information it will be entrusted with.



5.3.1 Company Security Representative

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

5.3.2 Responsibilities of the Company Security Representative

The CSR’s responsibilities are the following:

- Act as liaison between the NCC’s Corporate Security and the Consultant to ensure coordination;
- In collaboration with the NCC’s Corporate Security, identify the Consultant’s personnel who will require access to NCC information/assets/sites **as well as any recurring sub-consultants** (and their employees) who will require similar access and may not be supervised by the Consultant 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/sub-consultants who have been identified;
- Ensure that employees/sub-consultants, upon notification of having been granted a Security status **Reliability**, 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/sub-consultants;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to sub-consultants;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

5.3.3 Access to site

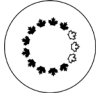
Unless otherwise indicated, all visits to “secure” sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

5.3.4 References

- [Security of Information Act](#)
- [Access to Information Act](#)
- [Privacy Act](#)
- [Policy on Government Security](#)

The Consultant’s personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC and/or the NCC.

The Consultant MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Consultant must ensure that its personnel are made aware of and comply with this restriction.



Sub-contracts which contain security requirements are NOT to be awarded without the prior written permission of the NCC.

5.4 Successors and Assigns

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

5.5 Assignment

5.5.1 The contract shall not be assigned in whole or in part by the Consultant without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.

5.5.2 No assignment of the contract shall relieve the Consultant from any obligation under the contract or impose any liability upon the NCC.

5.6 Time of the Essence

5.6.1 Time is of the essence of the contract. It is essential that the Work be performed within or at the time stated in the Contract.

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

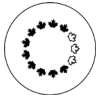
5.6.3 The Consultant shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Client Representative, the Consultant shall deliver a description, which is satisfactory to the NCC Client Representative of work-around plans including alternative sources and any other means that the Consultant will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Client Representative of the work-around plans, the Consultant shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.6.4 Unless the Consultant 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.

5.7 Insurance

5.7.1 General

- a. The Consultant shall make sure that appropriate liability insurance coverage is in place to cover the Consultant and the members of the Consultant Team and shall maintain all required insurance policies as specified herein.
- b. The Consultant shall, if requested by the Contracting Officer at any time, provide to the Contracting Officer an Insurer’s Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.



- d. Any insurance coverages additional to those required herein that the Consultant and the other members of the Consultant Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.

5.7.2 Commercial General Liability

- a. The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.
- b. The policy shall insure the Consultant and shall include the NCC as an additional insured, with respect to liability arising out of the performance of the Services.

5.7.3 Professional Liability

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

5.8 Term of Contract

- 5.8.1 The period of the Contract is from signature of the Contract to June 20, 2025.

5.9 Code of Conduct

The Consultant must comply with the [NCC Code of Conduct](#) which is available on the NCC website.

5.10 Termination or Suspension not due to Default of the Consultant

- 5.10.1 The NCC may, by giving written notice to the Consultant, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 5.10.2 All work completed by the Consultant to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, the NCC shall pay the Consultant'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.
- 5.10.3 In addition to the amount which the Consultant shall be paid under the item 5.10.2 and the Financial Bid – Appendix C, the Consultant shall be reimbursed for the reasonable Consultant's cost of and incidental to the cancellation of obligations incurred by the Consultant pursuant to such notice and obligations incurred by or to which the Consultant is subject with respect to the work.
- 5.10.4 Payment and reimbursement under the provisions of item 14 of Part 5 and Financial Bid - Appendix C, shall be made only to the extent that they are established to the satisfaction of the NCC Client Representative, that the costs and expenses were actually incurred by the Consultant, 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.
- 5.10.5 The Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the contract, exceeds the contract price applicable to the work or the particular part thereof.



- 5.10.6 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

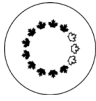
5.11 Default by the Consultant and Termination due to Default of Consultant

- 5.11.1 If the Consultant is in default in carrying out any of its obligations under the Contract, the NCC may, by giving written notice to the Consultant, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Consultant has not cured the default to the satisfaction of the NCC within that cure period.
- 5.11.2 If the Consultant becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Consultant, or an order is made or a resolution passed for the winding down of the Consultant, the NCC may, to the extent permitted by the laws of Canada, by giving written notice to the Consultant, immediately terminate for default the Contract or part of the Contract.
- 5.11.3 If the NCC gives notice under item 5.11.1 or 5.11.2, the Consultant will have no claim for further payment except as provided in this section. The Consultant will be liable to the NCC for all losses and damages suffered by the NCC because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the NCC in procuring the Work from another source. The Consultant agrees to repay immediately to the NCC the portion of any advance payment that is liquidated at the date of the termination.
- 5.11.4 Upon termination of the Contract under this section, the NCC may require the Consultant to deliver to the NCC, in the manner and to the extent directed by the NCC, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Consultant has acquired or produced specifically in the fulfillment of the Contract.
- 5.11.5 Subject to the deduction of any claim that the NCC may have against the Consultant arising under the Contract or out of the termination, the NCC will pay the Consultant the value, determined on the basis of the Contract Price, including the proportionate part of the Consultant’s profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Consultant that the NCC considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the NCC pursuant to such direction and accepted by the NCC.
- 5.11.6 If, after the NCC issues a notice of termination under item 5.11.1 or 5.11.2, it is determined by the NCC that the default of the Consultant is due to causes beyond the control of the Consultant, such notice of termination shall be deemed to have been issued pursuant to Part 5, item 10 and the rights and obligations of the parties hereto shall be governed by Part 5 item 10 - Termination or Suspension not due to Default of the Consultant above.

5.12 Authorities

- 5.12.1 NCC Senior Contract Officer is:

Emilie Scheckman
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Email: emilie.scheckman@ncc-ccn.ca



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

5.12.2 NCC Client Representative (*To be determined at Contract Award*)

The NCC Client Representative for the Contract is:

█ (Name of person)
█ (Insert title)
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 613-239-5678 ext. █
Fax: 613-239-5007
Email: █@ncc-ccn.ca

The NCC Client Representative is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Client Representative; however, the NCC Client Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Senior Contract Officer.

5.12.3 Consultant's Representative

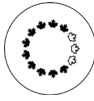
█ (Name of person)
█ (Title)
█ (Name of Consultant)
█ (Address)
City (█), Postal code: █
Telephone no.: █
Fax no.: █
Email address: █

5.13 Inspection and Acceptance of the Work

5.13.1 All the Work is subject to inspection and acceptance by the NCC. Inspection and acceptance of the Work by the NCC does not relieve the Consultant of its responsibility for defects or other failures to meet the requirements of the Contract. The NCC will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Consultant's expense.

5.14 Basis of Payment

In consideration of the Consultant satisfactorily completing all of its obligations under the Contract, the Consultant will be paid in Canadian dollars the lump sum prices stipulated in Appendix C – Financial Bid. These prices include all professional fees, travel, disbursements and applicable taxes. The applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) is to be indicated separately.



The NCC will not pay the Consultant for any design changes and/or, modifications or interpretation questions concerning the work unless they have been approved, in writing, by the Senior Contract Officer before their incorporation into the Work.

During the period of the Contract, the Consultant will be paid as specified below, for Work performed in accordance with the Contract.

DESCRIPTION	ALL-INCLUSIVE LUMP SUM PRICE
Successful completion of Project Kick-Off and NCC Education	<i>To be completed at Contract Award</i>
Successful completion of the District Energy System Feasibility Study	<i>To be completed at Contract Award</i>
Successful completion of the District Energy System Concept Design and Class D Budget	<i>To be completed at Contract Award</i>
Successful completion of the District Energy Ready Framework	<i>To be completed at Contract Award</i>
Successful completion of the Request for Information Process	<i>To be completed at Contract Award</i>
Successful completion of the Request for Proposals Process	<i>To be completed at Contract Award</i>
SUB-TOTAL	<i>To be completed at Contract Award</i>
OHST 13%	<i>To be completed at Contract Award</i>
TOTAL CONTRACT PRICE	<i>To be completed at Contract Award</i>

It is a term of every contract providing for the payment of any money by the NCC 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 Section 40, *Financial Administration Act*.

5.15 Method of Payment

5.15.1 Milestone Payments

The NCC will pay the Consultant on a milestone basis in accordance with the payment provisions of the Contract upon receipt of the following:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified and accepted by the NCC;
- (c) the work performed has been accepted by the NCC.

Milestone	Payment Schedule
Successful completion of Project Kick-Off and NCC Education	<i>Amount to be entered at Contract Award (Invoice #1)</i>
Successful completion of the District Energy System Feasibility Study	<i>Amount to be entered at Contract Award (Invoice #2)</i>
Successful completion of the District Energy System Concept Design and Class D Budget	<i>Amount to be entered at Contract Award (Invoice #3)</i>
Successful completion of the District Energy Ready Framework	<i>Amount to be entered at Contract Award (Invoice #4)</i>
Successful completion of the Request for Information Process	<i>Amount to be entered at Contract Award (Invoice #5)</i>
Successful completion of the Request for Proposals Process	<i>Amount to be entered at Contract Award (Invoice #6)</i>

All payments will be NET thirty (30) days.

5.16 Records to be kept by Consultant



- 5.16.1 The Consultant shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Consultant including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.
- 5.16.2 The Consultant shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.
- 5.16.3 The Consultant shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of six (6) years following completion of the work.

5.17 Invoicing Instructions

The Consultant must submit invoices in accordance with the services rendered in accordance with their TOR. Invoices cannot be submitted until all work identified in the invoice is completed or accepted by the NCC.

Send by email at the following address: payables@ncc-ccn.ca

To ensure prompt payment, please prepare your invoice in accordance with the prices quoted. Errors in invoicing can cause delay of payment and may cause your invoice to be returned. Submit your invoice to the address shown above and clearly indicate the Purchase Order number.

5.18 Conflict of Interest - Other Work

The Consultant, during and after the period of performance of the Contract agrees that:

- 5.18.1 If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any other resulting contract(s), for the Work performed under its Contract, the Consultant must not bid for any of that resulting contract(s); and

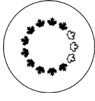
5.19 Limitation of Liability

- 5.19.1 The Consultant is liable for any damage caused by the Consultant, its employees, sub-Consultants, or agents to the NCC or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract.

Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

5.20 Ownership of Intellectual and Other Property including Copyright

- 5.20.1 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions produced by the Consultant in the performance of the work under the contract shall vest in and remain the property of the NCC, and the Consultant shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.
- 5.20.2 Any work prepared pursuant to this contract shall contain the following copyright notice:
NATIONAL CAPITAL COMMISSION (YEAR).
- 5.20.3 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions conceived or developed or first actually reduced to practice in performing the



work under the contract shall be the property of the NCC. The Consultant shall have no rights in and to the same. The Consultant shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.

- 5.20.4 The Consultant agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Consultant also agrees to arrange for any employees of the Consultant or any agent or sub-Consultant of the Consultant who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.
- 5.20.5 The Consultant shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Consultant during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the *Copyright Act*. The obligation to indemnify under this clause shall survive termination of the resulting contract and shall remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Consultant's other obligations to indemnify and save harmless which may be set out in this Contract.

5.21 Indemnification

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

5.22 Notices

- 5.22.1 Subject to item 5.22.3 below, 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.
- 5.22.2 Any notice, order or other communication given in writing in accordance with item 5.22.1 above 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 (6th) day after it was mailed; and
- (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.

5.22.3 A notice given under 5.10 - Termination or Suspension not due to Default of the Consultant of this bid solicitation or 5.11 - Default by the Consultant and Termination due to Default of Consultant of this bid solicitation shall be given in writing and, if delivered personally, shall be delivered, if the Consultant is a sole proprietor, to the Consultant or, if the Consultant is a partnership or corporation, to an officer thereof.

5.23 Canadian Labour and Materials

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

5.24 Conflict of Interest

The Consultant declares that the Consultant has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Consultant shall declare it immediately to the NCC Senior Contract Officer.

5.25 Consultant Status

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

5.26 Warranty by Consultant

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

The Consultant warrants that the Consultant shall provide a quality of service at least equal to that which generally would be expected of a competent Consultant in a like situation.

5.27 Amendments

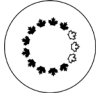
No amendment of the contract or waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

5.28 Hours and Place of Work

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

5.29 No Additional Remuneration

It is understood and agreed that the Consultant shall act as an independent Consultant and that he shall not be entitled to any payment or remuneration other than that provided for in Appendix C - Financial Bid of the



contract and set out in greater detail in item 5.14 - Basis of Payment and 5.15 – Method of Payment of the present contract.

5.30 Compliance with Legal Requirements

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

5.31 Responsibility of the NCC

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

5.32 Ownership of Documents

All documents submitted or prepared by the Consultant under the terms of the contract shall become the property of the NCC, which who shall become the owner of the copyright.

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

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

The NCC shall have unrestricted access to all documents and records provided to the Consultant during the term of the Contract.

5.33 Managers, Employees, Agents and Sub-consultants

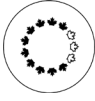
The Consultant shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-consultants comply with the terms of the present Contract. Without limiting the general nature of the above, Consultants shall include in all sub-contracts arising from this contract,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

5.34 Use of NCC Geomatics’ Database

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

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.

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 above paragraph.



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

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.

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.

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

5.35 Entire Agreement

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

Appendix A

TERMS OF REFERENCE

Professional Services for LeBreton Flats District Energy System Implementation - Owner's Representative

1.0 INTRODUCTION

The National Capital Commission (NCC) is seeking the services of an independent third-party consultant team (the "Consultant") to provide feasibility analysis and guidance to procure a District Energy System (DES) developer and operator for LeBreton Flats. The Consultant will act as an Owner Representative until such time as a DES developer and operator has been retained. These activities will comprise the "Project." Note that the Consultant will not be able to participate on any bidder's teams for the future DES contract.

The development of a DES is a key strategy to achieve the objective of being a net-zero carbon community as outlined in the guiding principles in the LeBreton Flats Master Concept Plan (MCP).

The successful Consultant will work in collaboration with the NCC project team and other project stakeholders, as required, to ensure that any proposal for the DES is in alignment with any plans and developments happening as part of the LeBreton Flats development.

Strong expertise in DES design and procurement, specifically zero-carbon systems, financial modelling and budgeting, infrastructure planning, and project management, will be required to successfully deliver the Project.

2.0 OBJECTIVES

The objective of this RFP is to select a qualified consultant team to guide and advise the NCC in the procurement of a DES for LeBreton Flats. The Consultant will do this by developing a DES feasibility study, concept design, Class D Budget, and by assisting the NCC in the procurement of a DES developer and operator for LeBreton Flats.

The DES will need to:

- Provide the necessary thermal energy (space heating and cooling) infrastructure to support the LeBreton Flats MCP. An option to deliver domestic hot water should also be considered;
- Be net-zero carbon emissions;
- Build in climate mitigation and resiliency measures;
- Consider low embodied carbon options in associated infrastructure;
- Be developed and operated by qualified third parties;
- Address the development phases outlined in the MCP;
- Consider the feasibility of options related to surrounding existing and planned DES including, but not limited to, the Sewage Energy Exchange (SEE) system at 665 Albert St., Zibi Community Utility (ZCU), Gladstone Village DES, and Energy Services Acquisition Program (ESAP).
- Provide system reliability which will serve the interests of new and future clients both in terms of energy cost competitiveness and helping the NCC realize its sustainability goals; and,
- Provide flexibility for potential expansion beyond the initial development densities identified in the MCP at LeBreton Flats.

3.0 BACKGROUND

3.1 PROJECT BACKGROUND

The National Capital Commission (NCC) is a federal Crown corporation created by Canada's Parliament in 1959 under the National Capital Act. Building on more than a century of experience, the NCC provides unique value in the Capital Region by fulfilling three specific roles: long-term planner of federal lands, principal steward of nationally significant public places, and creative partner committed to excellence in development and conservation.

The NCC developed a Master Concept Plan (MCP) for LeBreton Flats that was approved by the NCC Board of Directors in April 2021. LeBreton Flats is a largely undeveloped transit-oriented brownfield site located in the urban core of Ottawa, within the National Capital Region. The LeBreton Flats MCP is a multi-decade vision to transform the area into a complete sustainable mixed-use community and capital destination.

The NCC is the majority landowner of LeBreton Flats with the role of master developer. In 2021 the NCC commissioned a Community Energy Plan (CEP) to investigate, analyze, and make

recommendations on how the NCC can develop LeBreton Flats to meet its objective of being a net-zero carbon community. This plan builds on the sustainability strategy outlined in the MCP.

The CEP outlined three key strategies to achieve a net-zero carbon community at LeBreton Flats and recommended that:

1. Buildings be developed according to industry best practices for zero-carbon building design, prioritizing energy efficiency first, followed by renewable energy generation, and finally using high quality carbon offsets to balance out difficult to avoid carbon emissions and achieve net-zero carbon over the lifetime of the development;
2. A net-zero carbon District Energy System (DES) be developed and operated by qualified third parties with a mandate to provide thermal energy (space heating and cooling) to all of the buildings at LBF; and,
3. In order to balance the need to begin developing non-contiguous parcels at LeBreton Flats in the near term with the longer-term development horizon for a DES, a District Energy (DE) Ready Framework be developed with requirements for developments to be DE Ready.

The NCC will be requiring that all new development at LeBreton Flats meet or exceed the Canada Green Building Council's (CABGC) Zero Carbon Building Design Standard to address the first recommendation laid out in the CEP. The objective of this RFP is to select a qualified consultant team to guide and advise the NCC and move forward on implementing recommendations two and three.

3.2 LEBRETON FLATS DEVELOPMENT TARGETS

The MCP will guide development at LeBreton Flats over the next 20 to 30 years. Setting a bold carbon-neutral standard, it weaves together mixed-use urban streets and an expansive public realm to produce a purposeful, vibrant, and well-connected contribution to Ottawa's urban landscape.

Once fully developed, LeBreton Flats will be both a destination experience and a complete community, meaning that residents will be able to meet all their daily needs within walking distance of where they live. In order to achieve this objective, the MCP has identified development targets intended to guide long-term development at LeBreton Flats to ensure that an appropriate mix of land uses is provided.

The total land area is 29-hectare (71.1 acres), and is expected to be developed as follows:

- Park Space: 12.5 hectares (30.9 acres) of parks and open spaces (43 percent of total plan area)
- Residential Space: 430,000 square metres (4.6 million square feet)
- Office/Loft/Hotel Space: 65,000 square metres (700,000 square feet)

- Retail Space: 25,000 square metres (270,000 square feet)

Below is an estimate of how the floor area is expected to be developed in the next 20-30 years. It should be noted that the site at 665 Albert St. (also known as the Library Parcel) will be heated and cooled from a Sewage Energy Exchange (SEE) system that will be located on that site.

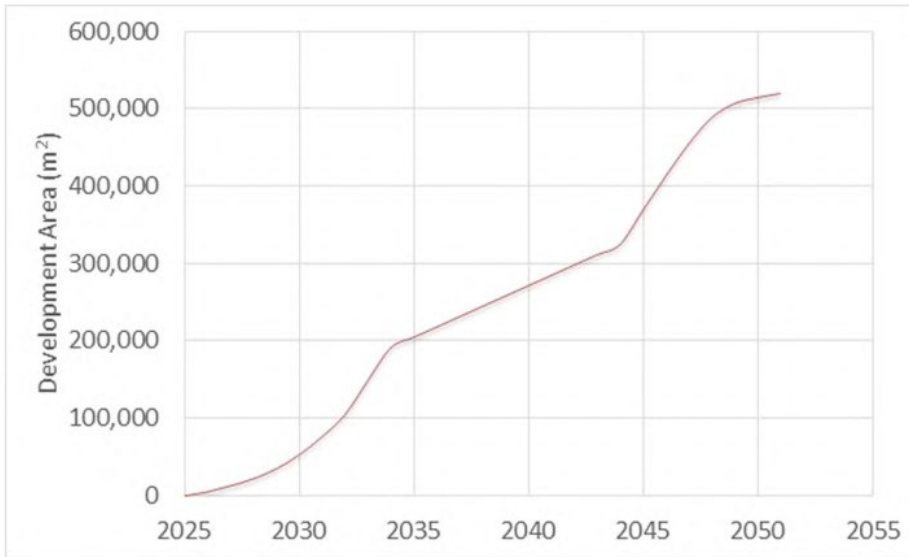


Figure 4-8: LeBreton Flats Floor Area Development

3.3 ENERGY LOAD ASSUMPTIONS

The CEP identifies two building archetypes and has combined these with the estimated floor areas to model estimates for space heating and space cooling demands. Option A is modelled according to the City of Ottawa's High Performance Development Standard Tier 1 (approx. 25% better than Ontario Building Code, SB-10, Division 3 (2017) or absolute EUI, TEDI, GHGI targets) and Option C is a carbon neutral building consistent with the CAGBC Zero Carbon Building Standard: Design Standard. The intention is to follow Option C and the anticipated timeline for the loads to come online are below.

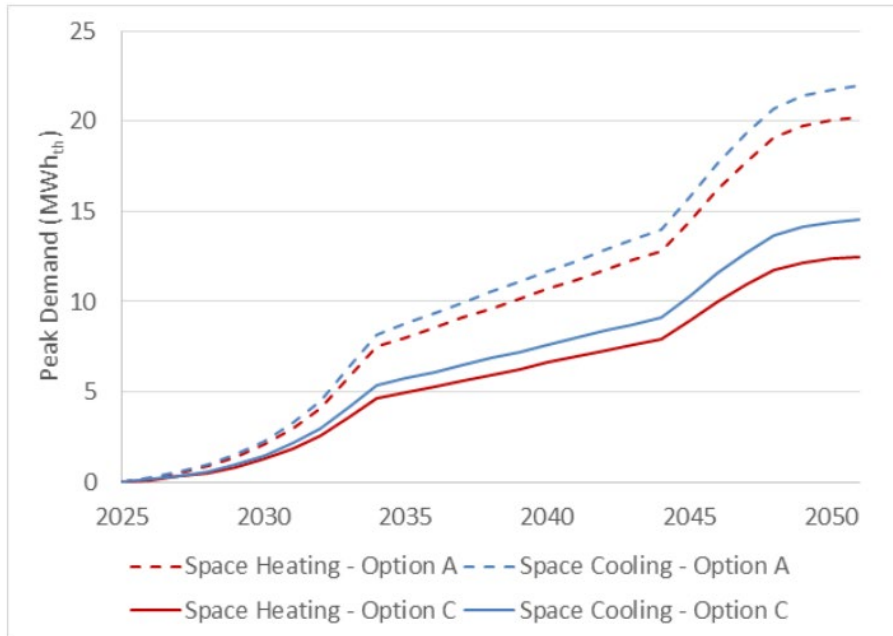


Figure 4-9: LeBreton Flats Thermal Loads

The building archetypes contain a mixture of residential and non-residential space to represent the future LeBreton Flats development as per the MCP. The Consultant should consider the potential that a major events centre will be built in the early phase of development and determine whether that would require additional analysis or a new archetype be developed.

4.0 SCOPE OF WORK + DELIVERABLES

The Consultant will be responsible to lead all activities required to determine the feasibility, design, as well as assist with the procurement, of a DES for LeBreton Flats as outlined in the following Scope of Work and its associated Deliverables. In its role as the Owner's Representative for this Project, the Consultant is expected to provide recommendations to the NCC on the best strategic approach to delivering cost-effective, net-zero carbon energy to the LeBreton Flats development.

The Consultant must include the following disciplines on their team to complete the Project:

- project manager
- backup project manager
- mechanical engineer
- electrical engineer
- civil engineer
- geotechnical engineer

- energy engineer
- business/financial analyst
- expert in zero carbon district energy technologies.

As per Appendix B, the Consultant must identify one person for each role, however, one person can fulfil more than one role. The Consultant confirms that this named team in its entirety, including sub-consultants, will continue their roles and responsibilities on the Project from award of the work through to successful completion. Should any team members need to be replaced during the duration of the Project for any reason, the NCC reserves the exclusive right to approve/deny any personnel changes.

4.1 PROJECT KICK OFF AND NCC EDUCATION

A key role of the Consultant is to advise and guide the NCC in the procurement of a DES for LeBreton Flats. In order to do this both a virtual kick off meeting and a virtual NCC education session should be planned. One (1) project kick-off meeting shall be conducted with key NCC stakeholders and project team members that:

- Confirms project requirements and understanding;
- Validate the proposed schedule and/or provide feedback for possible modifications; and,
- Reviews overall project implementation, methodology, and milestones.

The intention of the NCC education session is to help brief the NCC on key aspects of DES development and delivery so the NCC can better understand the main components as the Consultant works through the project. It is expected that all reports and studies provided in Section 8 be read in advance of the education session. The Consultant will be expected to facilitate one (1) education session with key NCC stakeholders and project team members that touches on the following:

- Relevant DES systems – discussion on how similar DES either in existence or planned could be applicable to LeBreton Flats including the pros and cons of such systems. These do not need to be local examples, but should be appropriate/applicable to Ottawa;
- Current technologies and trends for net-zero carbon energy and DES in general;
- How energy rates are typically determined for the end-user; and,
- Ownership structures and opportunities including what would be needed in terms of resources, capacity, regulations, extent of control over the DES, associated risks, and what would be acceptable risk tolerances.

Deliverables:

- Project kick off meeting.

- NCC Education session.

4.2 PREPARE A LEBRETON FLATS-SPECIFIC DES FEASIBILITY STUDY

The Consultant will be expected to work with the NCC team and consult with Key Stakeholders (see Section 7), as necessary, to develop a feasibility study for a DES solution to serve the LeBreton Flats development. The Consultant is expected to:

- Frame the project issues, goals, opportunities and risks;
- Familiarize itself and consider existing and planned DES within the vicinity;
- Consider the proposed development densities and phasing timelines for LeBreton Flats;
- Consider the the NCC's role in the implementation and delivery of the DES given the NCC is the master developer of LeBreton Flats and current land owner;
- Provide strategic advice on the relationship between the NCC, the DES developer, and the end users, balancing the NCC's constraints and goals; and,
- Focus on net-zero carbon solutions.

The deliverable needs to assess technical feasibility and economic viability (financial pro-forma) so the NCC can proceed with the procurement of a DES developer and operator to serve LeBreton Flats. The expectation is that the system will deliver net-zero carbon energy to future developments. The feasibility study is expected to include:

- A detailed analysis of existing and committed DES energy infrastructure, capacity, demand, and shortfalls/surpluses based on the existing and planned DES in the vicinity;
- An analysis of potential approaches and technologies that could be deployed to meet the energy requirements for LeBreton Flats. The analysis should consider 2-pipe vs. 4-pipe delivery, low-temperature vs. high-temperature, and closed loop vs. open loop systems at a minimum and quantify available renewable energy on the site;
- An overall DES Implementation Schedule that corresponds to the current MCP timelines and development projections;
- A detailed cost-benefit analysis that compares the various options for delivering heating and cooling to LeBreton Flats;
- An option for the DES to also deliver domestic hot water;
- Proposed business terms and financial model for the DES;
- The proposed terms of the relationship between the NCC as the land owner, the DES developer and operator as the utility delivering the service, and the end users who will use the energy being generated. This should include advice on the real estate

agreements and demonstrate that the DES will deliver net-zero carbon energy at market competitive rates;

- Anticipated land requirements for plant(s) and distribution infrastructure;
- Based on the above, a recommendation option and approach for LeBreton Flats;
- A list of potential energy developers; and,
- A list of further site investigations that might be required to pursue the preferred option. This list should include the investigation(s) to be done, the discipline(s) needed to carry it out, when they would need to happen, and order of magnitude costing to complete the work.

Deliverables:

- Feasibility Study that addresses all the elements outlined above. (50% draft, 66% draft, Final Submission).
- Present virtually a summary of the feasibility study to the NCC with a presentation deck.

4.3 PREPARE A LEBRETON FLATS SPECIFIC CONCEPT DESIGN + CLASS D BUDGET

Based on a preferred option, the Consultant will produce a high-level conceptual schematic of the district energy system along with a narrative report. The concept design and Class D budget should:

- Include potential layouts and heating and cooling loads based on the current information available;
- Identify connection requirements for each of the phases of development including connections to other systems, if applicable;
- Identify any auxiliary/peaking/backup equipment required;
- Include the general sizing of the equipment for the system including the distribution network;
- Identify the location and size of the energy centre(s);
- Identify any potential impacts to existing and new public rights-of-way;
- Include order of magnitude costing of the DES and within a range of $\pm 30\%$; and,
- Conduct a minimum of one (1) virtual stakeholder engagement sessions to test design direction for feasibility prior to proceeding with the design work.

Deliverables:

- Conduct one (1) virtual stakeholder engagement session.
- Produce a high-level concept design of the DES along with a narrative report. (50% draft, 66% draft, Final Submission).
- Produce Class D estimate of capital costs based on the concept design. (50% draft, 66% draft, Final Submission).
- Present the concept design virtually to the NCC with a presentation deck.

4.4 DISTRICT ENERGY (DE) READY FRAMEWORK

Concurrent to the activities stated in items 4.2 and 4.3, the Consultant will assess and provide recommendations to the NCC regarding the implementation of a DE Ready Framework for the future developments at LeBreton Flats. In order to balance the need to begin developing non-contiguous parcels at LeBreton Flats in the near term with the longer-term development horizon for a DES, the NCC requires a DE Ready Framework, whereby buildings install temporary space heating and cooling systems to serve their needs until the operational DES is ready for connection. The intention is that a DE Ready Framework, including the minimum requirements needed in future developments to be DE Ready (e.g. building design temperatures, basement heating and cooling equipment, etc.), would be used in future RFIs, RFQs, RFPs, or other agreements related to development projects at LeBreton Flats in the absence of a DES Developer/Operator or a fully realized DES. The most immediate developments to require this framework are the [Flats District](#) and the [Major Events Centre](#).

Deliverables:

- Preparation of a LeBreton Flats DE Ready Framework, including the minimum requirements needed for buildings to be DE Ready, to be used in RFIs, RFQs, and other contractual documents.

4.5 GUIDE AND ASSIST WITH THE RFI PROCESS

The Consultant will assist and guide the NCC through the solicitation process for DES developers and operators in a Request for Information (RFI) process. This activity is intended to provide feedback on the RFP statement of work and gather information on the planned DES. The Consultant will prepare and assemble, alongside NCC staff, all necessary documents to support this activity. This will include:

- Preparation of RFI language to be used in the issuing of the RFI;
- Participation in the review of the RFI submissions; and,
- Conducting a minimum of one (1) virtual stakeholder engagement session..

Deliverables:

- Prepare a draft of the RFI language for use by the NCC;
- Conduct one (1) virtual stakeholder engagement session; and,
- Participate in meetings as required.

4.6 GUIDE AND ASSIST WITH THE RFP PROCESS TO SECURE A DES PROVIDER

The Consultant will take a leadership role and guide the NCC through a Request for Proposals (RFP) process to select a DES developer and operator. The RFI process described in Section 4.5 will be used strategically to inform the final RFP document. The Consultant will prepare and assemble, alongside NCC staff, all necessary documents to support this activity. Although the NCC will lead the activity, the Consultant will participate in the development of the RFP documents, evaluation criteria, and will participate in the proposal evaluation.

Deliverables:

- Prepare a draft of the RFP language, including evaluation criteria, for use by the NCC;
- Participate in meetings as required.

4.7 PROJECT MANAGEMENT

The Consultant will create and maintain a project Gantt chart that includes the project deliverables and durations of key activities.

The Consultant will chair meetings twice monthly virtually with the project team. The meetings will discuss progress, identify challenges or opportunities, assign action items to responsible individuals in order to meet the project timelines and deliverables.

Deliverables:

- Gantt Chart; and,
- Develop meeting agendas a minimum of three (3) days prior to each meeting; and,
- Produce meeting minutes no later than five (5) days following the meeting.

5.0 OPTIONAL SERVICES

Subject to project needs, this RFP also includes two (2) optional services extensions for the Consultant to assist with completion of activities described below. The Consultant grants NCC the irrevocable option to exercise the following optional services as per the upset limit amounts

below and as per the rates outlined in Table 3 of Appendix C: Financial Bid, on the same terms and conditions..

5.1 GUIDE AND ASSIST WITH THE CONTRACT AGREEMENTS WITH A DES DEVELOPER / OPERATOR

Guide and assist the NCC with the development of the DES Developer/Operator contract.

This work, should the NCC decide to proceed, will be executed via a contract amendment.

An upset limit of \$20,000 has been allocated for this optional service and the rates in Table 3 of Appendix C: Financial Bid will be applied to actual work performed using the applicable rates for such work.

5.2 GUIDE AND ASSIST WITH THE DES DEVELOPER ONBOARDING

Guide and assist the NCC with the onboarding of the successful DES Developer.

This work, should the NCC decide to proceed, will be executed via a contract amendment.

An upset limit of \$30,000 has been allocated for this optional service and the rates in Table 3 of Appendix C: Financial Bid will be applied to actual work performed using the applicable rates for such work.

6.0 SCHEDULE + TARGET COMPLETION DATES

The Consultant shall submit a proposed workplan in alignment with the following overall project milestones. Estimated contract award to be end of October. Consultants may suggest alternate milestone dates to best meet the project objectives and overall timelines.

Milestone	Estimated Completion	Estimated Dates
Contract Award	N/A	By November 24, 2023
Kick Off Meeting	Within two (2) weeks of contract award.	By December 8, 2023
NCC Education Session	Within four (4) weeks of contract award.	By December 22, 2023
Feasibility Study	Completed within six (6) months of contract award.	By May 24, 2024
Concept Design and Class D Estimate	Completed within ten (10) months of contract award.	By September 20, 2024

DE Ready Framework and Language	Completed within two (2) weeks following Concept Design and Class D Estimate submission.	By October 4, 2024
RFI Process	Completed within two (2) months following Concept Design and Class D Estimate submission.	By November 22, 2024
RFP Process	Completed within 5 months following the RFI Process.	By April 18, 2025
Contract award for a DES Developer	Within seven (7) months following the RFI Process.	By June 20, 2025

7.0 KEY STAKEHOLDERS

The Consultant will be required in various phases of the project to reach out to project partners and stakeholders. The following is a non-exhaustive list of project stakeholders.

Stakeholder	Stakeholder Type	Potential Impact/Role
Energy Services Acquisition Program (ESAP)	DES Owner/Operator	Owner/Operator of DES in close proximity.
Zibi Community Utility (ZCU)	DES Owner/Operator	Owner/Operator of DES at Zibi.
Hydro Ottawa	Utility	Local utility provider.
City of Ottawa	Municipality	Municipality having jurisdiction.
Dream LeBreton	DES Developer	Building a Sewage Energy Exchange (SEE) system on the Library parcel.
Gladstone DES (TBD) Current contact is the City of Ottawa	DES Owner/Operator	Owner/Operator of DES at Gladstone Project. (TBD)

8.0 AVAILABLE INFORMATION

The following studies and documents, and potentially additional materials, will be provided upon request to interested parties during the tender phase:

- [LeBreton Flats Master Concept Plan \(NCC, 2021\)](#)
- LeBreton Flats Community Energy Plan (Stantec, 2022)

- Geotechnical Desktop Review (Paterson Group, 2020)
- Environmental Impact Statement (Paterson Group, 2020)
- Deeper Greening Project (ESAP Stage II) Revised Final Technical Report – LeBreton Flats (WSP, 2022)
- Summary of Subsurface Conditions & Construction Considerations South LeBreton Flats Blocks B, C, D, E, F, G, and H (Golder Associates, 2015)
- Summary of Subsurface Conditions & Construction Considerations South LeBreton Flats Blocks B, C, D, E, F, G, and H (Golder Associates, 2012)
- Summary of Subsurface Conditions & Construction Considerations South LeBreton Flats Blocks B, C, D, E, F, G, and H (Golder Associates, 2015)
- Phase II ESA and Remediation LeBreton Flats North of the Closed Aqueduct Blocks M, N and O (Golder Associates, 2015)
- Human Health and Ecological Risk Assessment Municipal Lands, LeBreton Flats (Geofirma Engineering Ltd., 2011)
- Supplemental Phase III Environmental Site Assessment in Support of Detailed Quantitative Risk Assessment and Risk Management Plan (SNC-Lavalin Environment, 2011)
- Supplemental Phase II Environmental Site Assessment and Remedial Options Review Block D, LeBreton Flats South (Golder Associates, 2010)
- Development parcels currently in progress include the Flats District: <https://ncc-ccn.gc.ca/projects/the-flats-phase-development> and the Major Events Centre: <https://ncc-ccn.gc.ca/projects/lebreton-major-attractions>

END

Appendix B

EVALUATION CRITERIA

Professional Services for LeBreton Flats District Energy System Implementation - Owner's Representative

1.0 EVALUATION PROCESS

The NCC will evaluate Proposals by applying the point-rated technical criteria (PRTC) in this appendix and price score as set out in Appendix C: Financial Bid. The PRTC evaluation will be completed by an Evaluation Committee. A separate evaluation will be completed on the Proponent's financial bid if the Proposal meets the minimum PRTC score requirement. The Proposal and financial bid with the highest combined score will be identified as the preferred Proponent.

2.0 PROPOSAL SCORING

Point-rated Technical Criteria	Description	Maximum Points
PRTC1	Proponent Team Experience, Past Performance, and References	17
PRTC2	Experience of Project Manager and Key Team Members	10
PRTC3	Understanding of Scope of Work and Approach	15
PRTC4	Project Management, Work Plan, and Schedule	8
	PRTC SUBTOTAL	50 (minimum 40)

The Proposal must score a minimum of 40 points (out of 50) on the Point Rated Technical Criteria in order for the Proponent's financial bid to be opened and scored.

3.0 POINT-RATED TECHNICAL CRITERIA AND EVALUATION SCALE

The following PRTC will be used to evaluate Proponent’s submissions.

Point-Rated Technical Criteria	Point Rated Technical Sub-Items and Instructions
<p>PRTC1: Proponent Experience, Past Performance, and References (maximum points: 8.5 points per project for a total of 17 points)</p> <p>The Proponent should demonstrate that they have participated in a range of projects similar in scope and size to the activities required to complete this project.</p>	<p>Provide the following:</p> <ul style="list-style-type: none"> a) A brief description of two significant projects that are representative of the services requested in this RFP. The projects must have been completed by the Proponent within the last 10 years and be similar in scope and size. The Proponent will provide a description of no more than four pages for each example project. Each description must include: <ul style="list-style-type: none"> 1. Name of client 2. Names of the Proponent’s senior personnel who were involved as part of the project team and the scope of their respective responsibilities 3. Project objective 4. A description of how the project example is relevant to this RFP, including: <ul style="list-style-type: none"> - an explanation of the approach taken to meet the client’s project objectives and needs - project challenges and resolutions provided - an explanation of the business and financial component of the project that led to the procurement of a district energy system - the implementation of the project, success factors, and lessons learned (positive or negative) 5. Dates of the services provided on the project 6. Scope of work completed by the Proponent b) Client references for each of the projects, including name, phone and e-mail of a client contact at working level per project. Reference checks may be completed if deemed necessary for validation only. The reference must confirm that the Proponent has provided the services stated. <p>The Proponent or a member of the Proponent’s joint venture must have direct experience with the projects. Past project experience from entities other than the Proponent will not be considered in the evaluation unless these entities form part of a joint venture. Indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project.</p>
<p>Point Rated Technical Criteria Evaluation Scale</p> <p>100%: Project is directly relevant to the work and demonstrates that the Proponent has successfully delivered such project encompassing all aspects of the work. All key members of the team have worked successfully on the project.</p>	

80%: Project is directly relevant to the work and demonstrates that the Proponent has successfully delivered such project encompassing most of the aspects of the work. Many of the key members of the team have worked successfully on the project.

60%: Project presented is related to the work, and some of the key personnel have worked successfully on the project.

40%: Project does not cover all of the work, or overall experience is weak.

20%: Project is generally not related to the requirements.

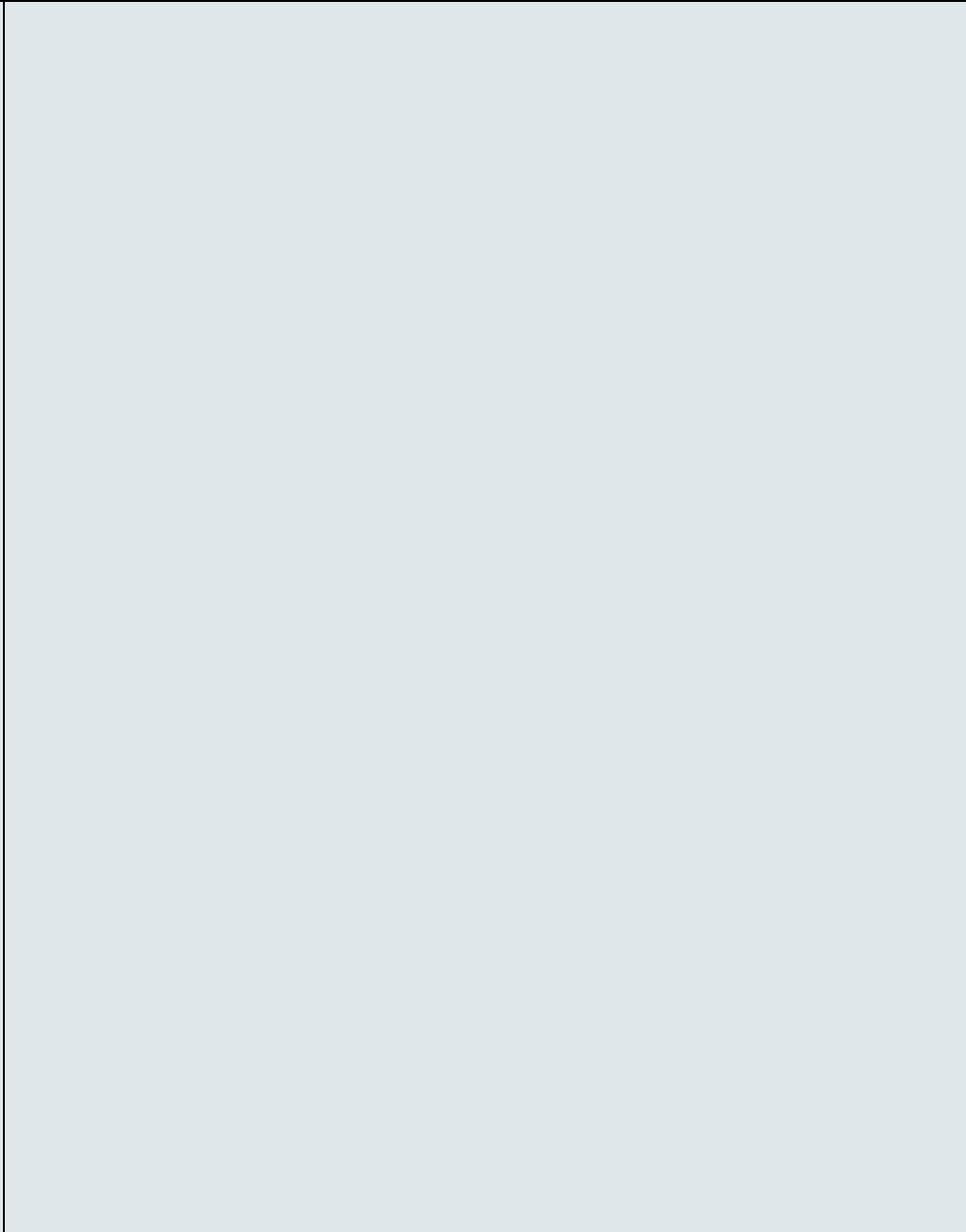
0%: Did not submit a project.

Point-Rated Technical Criteria	Point Rated Technical Sub-Items and Instructions
<p>PRTC2: Experience and Expertise of Project Manager and Key Team Members (maximum points: 10)</p> <p>A demonstration that the Proponent’s proposed personnel have the capability (education, knowledge, experience, expertise, and completeness of skill sets) and capacity to provide the required services and deliverables.</p> <p>The Proponent should demonstrate that they have participated in a range of projects similar in scope and size to the activities required to complete this project.</p> <p>The qualifications of the personnel in the following Key Team Members will be assessed: - project manager</p>	<p>Provide the following for the Project Manager and Backup Project Manager:</p> <ul style="list-style-type: none"> a) Curriculum vitae of the person responsible for project delivery (the Proponent’s project manager) who will act as the single point of contact with the NCC. Provide the title, qualifications, and applicable experience. Adequate experience consists of 10 years of professional experience over the last 15 years in a similar role and completion of two (2) projects of same size and scope within the last 10 years. b) A concise narrative for each team member outlining why they are qualified to deliver this work and their relevant project experience (including whether they played a role in the projects submitted under PRTC1). <p>Provide the following for each Key Team Member:</p> <ul style="list-style-type: none"> c) Curriculum vitae of the Key Team member(s) responsible for project delivery who would be working on the project. Provide the title, qualifications and applicable experience. Adequate experience consists of seven (7) years of professional experience in a similar role and completion of one (1) project of same size and scope in the last ten (10) years. d) A concise narrative for each team member outlining why they are qualified to deliver this work and their relevant project experience (including whether they played a role in the projects submitted under PRTC1). <p>Maximum four (4) pages per individual, not including copies of licenses/certifications.</p>

- backup project manager
- mechanical engineer
- electrical engineer
- civil engineer
- geotechnical engineer
- energy engineer
- business/financial analyst
- expert in zero carbon district energy technologies.

The Proponent must identify one person for each role, however, one person can fulfil more than one role. The Proponent should provide confirmation that this named team in its entirety, including sub-consultants, will continue their roles and responsibilities on the Project from award of the work through to successful completion. Should any team members need to be replaced during the duration of the Project for any reason, the NCC reserves the exclusive right to approve/deny any personnel changes.

Other professional services or expertise as determined by the Proponent will be considered an asset.



Point Rated Technical Criteria Evaluation Scale

100%: Personnel are highly qualified and experienced. Strong team presented that has worked successfully on comparable projects.

80%: Personnel are qualified and experienced. Team presented covers all components and some members have worked successfully on comparable projects.

60%: Personnel have an acceptable level of qualifications and experience. Team covers most of the components and will likely meet the requirements.

40%: Personnel have some qualifications and experience, but lack adequate response in some of the required areas.

20%: Team does not cover all of the requirements or its overall experience is weak.

0%: Did not submit information or personnel do not possess qualifications and experience required.

Point-Rated Technical Criteria	Point Rated Technical Sub-Items
<p>PRTC3: Understanding of the Scope of Work and Project Approach (maximum points: 15)</p> <p>A demonstration that the Proponent understands the overall requirements for the services described in the RFP, including specific deliverables, expected approaches, technical expectations, and coordination requirements.</p> <p>The Proponent should demonstrate that the proposal substantiates in detail how the requirements would be delivered and an understanding of the technical principles. It should demonstrate a strong relationship between the technical and the financial components of the Scope of Work.</p>	<p>The submission should include:</p> <ul style="list-style-type: none"> a) A description of the approach and methodology to deliver the project and meet the requirements of the Scope of Work and how it is relevant to LeBreton Flats. b) An outline of how the Proponent plans to work through the feasibility study, and how that will inform the schematic design and Class D budget. c) A description of the approach to conducting the financial analysis and developing the business terms including the considerations that will be factored into the analysis and its applicability to LeBreton Flats. d) How the Proponent’s experience and knowledge of net-zero energy technologies will inform the feasibility study. e) Any potential opportunities for integrating new technologies into the Project that are unique to LeBreton Flats. f) The approach to developing the DE Ready Framework for LeBreton Flats and what it should entail. g) How the Proponent plans to engage with key stakeholders and how that feedback will be used to inform the Project deliverables.
<p>Point Rated Technical Criteria Evaluation Scale</p> <p>100%: Superior understanding of the project context, challenges and objectives; excellent and well thought-out description of the Proponent’s philosophy and approach towards the Project.</p>	

80%: Very good understanding of the project context, challenges and objectives; good and clear description of the Proponent’s philosophy and approach towards the Project.

60%: Acceptable understanding of the project context, challenges and objectives; acceptable description of the Proponent’s philosophy and approach towards the Project.

40%: Inadequate understanding of the project context, challenges and objectives; inadequate description of the Proponent’s philosophy and approach towards the Project.

20%: Extremely poor understanding of the project context, challenges and objectives; insufficient description of the Proponent’s philosophy and approach towards the Project.

0%: Did not submit information which could be evaluated, or the information provided does not meet any of the requirements.

Point-Rated Technical Criteria	Point Rated Technical Sub-Items and Instructions
<p>PRTC4: Project Management, Work Plan, and Schedule (maximum points: 8)</p> <p>The Proponent should demonstrate how the project will be managed and include a workplan, schedule, and the level of effort in the delivery of the services required to complete this project.</p>	<p>Provide the following:</p> <ul style="list-style-type: none"> a) An outline of the proposed project management methodology b) Work Plan and Schedule that outlines the major project tasks and deliverables. Consultants may suggest alternate tasks or timelines to best meet the project objectives. c) Describe the level of effort in hours for each individual team member in sufficient detail to allow a complete understanding as to how and by whom the assignment is to be carried out. <p>Workplan, schedule, and level of effort should align with the approach and understanding outlined in PRTC3.</p>
<p>Point Rated Technical Criteria Evaluation Scale</p> <p>100%: Superior project management methodology, work plan, schedule and level of effort should ensure very effective results with no apparent weaknesses; it is extremely clear and complete.</p> <p>80%: Very good project management methodology, work plan, schedule and level of effort should ensure acceptable results; it is very clear and complete.</p> <p>60%: Acceptable project management methodology, work plan, schedule and level of effort should ensure adequate results; it is adequately clear and complete.</p>	

40%: Inadequate project management methodology, work plan, schedule and level of effort, likely to not meet performance requirements; it is inadequate in its clarity and completeness.

20%: Extremely poor project management methodology, work plan, schedule and level of effort, insufficient to meet performance requirements; it is not very clear or complete.

0%: Did not submit information or does not possess the project management methodology, work plan, schedule and level of effort to meet requirements; it is unclear and incomplete.

END

Appendix C

FINANCIAL BID

Professional Services for LeBreton Flats District Energy System Implementation - Owner's Representative

1.0 INSTRUCTIONS

- Bidders to complete and submit this Appendix C - Financial Bid in **email #2** by the Bid Closing prescribed on the first page of the bid solicitation document.
- Bidders must consider the requirements prescribed in section *All-Inclusive-Fees* in determining their proposed fees in section *Financial Bid* for evaluation by the NCC.
- The Bidder must complete and sign the table in section *Financial Bid*. Failure to do so will render the Bidder's financial bid non-responsive.
- Bidders shall not alter this form except to identify themselves and complete their proposed all-inclusive lump sum price and fixed hourly rates of a resulting contract. Removing, adding, or altering the wording in this Financial Bid Form may render the Bidder's financial bid non-responsive.
- Any condition or qualification placed upon the bid may render the Bidder's bid non-responsive.

2.0 ALL-INCLUSIVE FEES

Proponents shall calculate an all-inclusive fee, which includes the cost for:

1. Disbursements Included in the Fees:
 - 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 Consultant;
 - 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 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 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;
 - j. E-mail addresses/servers;
 - k. Short-term disability / parental or maternity leave;
 - l. Training costs;
 - m. Professional associations;
 - n. Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time
 - ii. travel fare
 - iii. mileage
 - iv. parking fees
 - v. lodging
 - vi. meals
 - vii. taxi charges
 - o. Site parking or arrangements in lieu thereof;
 - p. Local and head office overheads;
 - q. Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Statement of Work;
 - r. Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices;
 - s. Courier and delivery charges for deliverables specified in the Statement of Work;
 - t. In-house computer work station;
 - u. Plotting charges;
 - v. Presentation materials;
 - w. Rental of office space.
 - x. Translation of all tender documents; and
 - y. Profit;
 - z. Sub-contractor fees and machines/materials required for fieldwork.
2. Disbursements not included in the Fees:

The following disbursements are not to be included in the Fees. When pre-approved by the NCC Client Representative they will be reimbursed to the Consultant at actual cost or as described below:

- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
- b. Extraordinary transportation costs for material samples and models additional to that specified in the Statement of Work;
- c. Fees for approvals and permits to conduct field investigations and material testing;
- d. Project related travel and accommodation additional to that specified in the SoW shall be reimbursed in accordance with the current [Treasury Board Secretariat Travel Policy](#);
- e. Other extraordinary disbursements provided they are:
 - i. reasonably incurred by the Consultant
 - ii. related to the services required

In all such cases, extraordinary requirements should be described and estimated, if their need is only identified, formalized and approved in writing in advance by the NCC Client Representative.

3.0 BID TABLES

TABLE 1: All-inclusive lump sum price to provide the following services: Professional Services for LeBreton Flats District Energy System Implementation - Owner's Representative. Please complete the table below which represents the milestone payment schedule, and will be used as part of the financial bid evaluation.

Item	Description	All-inclusive lump sum price
1	An all-inclusive firm price for the successful completion of Project Kick-Off and NCC Education	\$
2	An all-inclusive firm price for the successful completion of the DES Feasibility Study	\$
3	An all-inclusive firm price for the successful completion of the DES Concept Design and Class D Budget	\$
4	An all-inclusive firm price for the successful completion of the DE Ready Framework	\$
5	An all-inclusive firm price for the successful completion of the RFI Process	\$

6	An all-inclusive firm price for the successful completion of the RFP Process	\$
SUB-TOTAL		\$
OHST 13%		\$
TOTAL TABLE 1		\$

Hourly Rates

The tables below are provided for the purpose of understanding and comparing the hourly rates to the lump sum proposal.

The following hourly rates will also be used to price Optional Services 5.1 and 5.2, should they be exercised, and will be considered for use in future contract amendments for any unforeseen work. The NCC reserves the right to negotiate these rates.

TABLE 2 : Key Team Members

The proponent must provide hourly rates for each category of personnel.

Items	Category of Personnel	Fixed Hourly Rate Excluding Taxes (A)	Weighted Multiplier for evaluation purposes only (A x 10)*
1.	Project Manager	\$ /hour	\$
2.	Backup Project Manager	\$ /hour	\$
3.	Mechanical Engineer	\$ /hour	\$
4.	Civil Engineer	\$ /hour	\$
5.	Geotechnical Engineer	\$ /hour	\$
6.	Electrical Engineer	\$ /hour	\$
7.	Energy Engineer	\$ /hour	\$
8.	Business/Financial Analyst	\$ /hour	\$
9.	Expert in Zero Carbon District Energy Technologies	\$ /hour	\$
10.	Administration	\$ /hour	\$

SUB-TOTAL OF ITEMS 1-10*	\$
OHST 13%	\$
TOTAL TABLE 2*	\$

***For Evaluation Purposes Only**

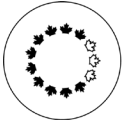
TABLE 3 : Grand Total for Evaluation Purposes Only

TOTAL TABLE 1	\$
TOTAL TABLE 2	\$
GRAND TOTAL (for evaluation purposes only)	\$

I, the undersigned, being a principal of the Proponent, confirm that all the pricing elements prescribed in this APPENDIX C – FINANCIAL BID FORM were properly and completed considered in establishing the total proposed fee for the Services required for the Project.

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

END



Appendix D – Tender Submission Checklist

#	REQUIREMENT / TASK / INSERTION within Bidder’s Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
1	Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Bid (email #1)	<input type="checkbox"/>
2	Complete Appendix B - Evaluation Criteria and ensure it forms part of your Technical Bid (email #1)	<input type="checkbox"/>
3	Complete and insert Annex D - Confidentiality Statement (email #1)	<input type="checkbox"/>
4	Complete and sign Appendix C - Financial Bid (email #2)	<input type="checkbox"/>
5	Ensure that your Technical Bid does not contain a copy of your Financial Bid and that they are in separate emails	<input type="checkbox"/>
6	Ensure that your Technical Bid addresses all the points outlined in Appendix B - Evaluation Criteria	<input type="checkbox"/>



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

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



PROTECTED (when completed)		ANNEX B
OFFICE USE ONLY		
Reference number	Department / Organization number	File number

**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION FORM**

NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions.
Please typewrite or print in block letters.

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Department / Agency / Organization Official)								
<input type="checkbox"/> New	<input type="checkbox"/> Update	<input type="checkbox"/> Upgrade	<input type="checkbox"/> Transfer	<input type="checkbox"/> Supplemental	<input type="checkbox"/> Re-activation			
The requested level of reliability/security checks(s)								
<input type="checkbox"/> Reliability Status	<input type="checkbox"/> Level I (CONFIDENTIAL)	<input type="checkbox"/> Level II (SECRET)	<input type="checkbox"/> Level III (TOP SECRET)					
<input type="checkbox"/> Other _____								
PARTICULARS OF APPOINTMENT / ASSIGNMENT / CONTRACT								
<input type="checkbox"/> Indeterminate	<input type="checkbox"/> Term	<input type="checkbox"/> Contract	<input type="checkbox"/> Industry	<input type="checkbox"/> Other (specify secondment, assignment, etc.)				
Justification of security screening requirement								
Position / Competition / Contract number			Title			Group / Level (Rank if applicable)		
Employee ID number / PRI / Rank and Service number (if applicable)			It term or contract, indicate duration period			From	To	
Name and address of department / organization / agency			Name of official			Telephone number	Facsimile number	
B BIOGRAPHICAL INFORMATION (To be completed by the applicant)								
Surname (Last name)		Full given names (no initials) underline or circle usual name used				Family name at birth		
All other names used (i.e. Nickname)		Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y M D		Country of birth	Date of entry into Canada, if born outside Canada Y M D		
RESIDENCE (provide addresses for the last five years, starting with the most current) Home address				Daytime telephone number		E-mail address		
1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M		To present	
	City		Province or state	Postal Code	Country	Telephone number		
2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M		To Y M	
	City		Province or state	Postal Code	Country	Telephone number		
Have you previously completed a Government of Canada security screening form?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, give name of employer, level and year of screening.				Y
CRIMINAL CONVICTIONS IN AND OUTSIDE CANADA (see instructions)								
Have you ever been convicted of a criminal offence for which you have not been granted a pardon?				If yes, give details, (charge(s), name of police force, city, province / state, country and date of conviction).				
<input type="checkbox"/> Yes <input type="checkbox"/> No								
Charge(s)			Name of police force			City		
Province / State			Country			Date of conviction Y M D		



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION
FORM**

ANNEX B
PROTECTED (when completed)

Surname and full given names		Date of birth		
		Y	M	D

C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Department / Agency / Organization Official)

Checks Required (See instructions)	Applicants initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				
2. <input type="checkbox"/> Criminal record check				
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				

The Privacy Act Statement
The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the Government Security Policy (GSP) of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the *Privacy Act*. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureau). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defense PIB DND/PPE 834 (Personnel Security Screening Investigation File), RCMP PIB CMP PPU 065 (Security Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSCPPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, of the authorized security official.

Signature

Date (Y/M/D)

D REVIEW (To be completed by the authorized Department / Agency / Organizational Official responsible for ensuring the completion of sections A,B and C)

Name and title	Telephone number
Address	Fax number

E APPROVAL (To be completed by authorized Departmental / Agency / Organizational Security Official (only))

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status Not Approved

Name and title

Signature

Date (Y/M/D)

Security Clearance (if applicable)

Level I Level II Level III Not recommended

Name and title

Signature

Date (Y/M/D)

Comments

PHOTO
(for Level III T.S.,
and/or upon request – see
instructions)



INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any porting is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Department / Agency / Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who are presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorized Form*, with the following parts completed:

Part A – As set forth in each question

Part B – As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA

Part C – Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NAT SIGINT etc.

2. Section B (Biographical Information)

To be completed by the *applicant*. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth – For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document for a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defense Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

The age of majority is:

19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;

18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initial box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified with Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified with Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental / Agency / Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental / Agency / Organizational Security Official refers to the individuals as determined by departments, agencies and organizations that my verify reliability information and/or approve/not approve reliability status and/or security clearance. Approve Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Certificate and Briefing Form (TBS/SCT 330-47)". **Note:** Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments / Agencies / Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35 mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.



New supplier / Nouveau fournisseur

Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPFP	<input checked="" 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 _____ Postal code / Code postal _____	Telephone No. / N° de téléphone : _____ ()	Fax No. / N° de télécopieur : _____ ()	

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

(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"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / N° de l'entreprise (NE) _____	
GST/HST / TPS et TVH Number / Numéro : _____	QST / TVQ (Québec) 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 with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

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

PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT

E-mail address / Adresse courriel : _____

PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION

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

IMPORTANT

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

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

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

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

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.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

ANNEX D

CONFIDENTIALITY STATEMENT

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

Name of Firm

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

Signature