

<b>ADDENDUM # 1</b>	<b>ADDENDA N° 1</b>
<b>REQUEST FOR STANDING OFFER AGREEMENT (RFSO) – CCTV INSPECTION, SERVICES AND REPAIRS</b>	<b>DEMANDE D’OFFRE A COMMANDES (DOAC) – SERVICES DE CAMÉRAS DE TÉLÉVISION EN CIRCUIT FERMÉ (TVCF)</b>
<b>NCC tender file # AL1455</b>	<b>Dossier de soumission de la CCN no. AL1455</b>
<b>11-Sep-13</b>	<b>2013/09/11</b>
<b>The following shall be read in conjunction with and shall form an integral part of the Tender / Proposal and Contract Documents:</b>	<b>Ce qui suit doit être interprété comme faisant partie intégrante de la proposition/appeal d’offres et des documents relatifs au contrat:</b>
<ol style="list-style-type: none"> <li>1. The French RFSO instructions were inadvertently annexed to the English document. Please refer to the English version attachment. (8 pages)</li> <li>2. Item 1.12 of the RFSO instructions is revised to read: “The Security Requirements, Occupational Health &amp; Safety Requirements and the General Conditions will also form part of the resulting SOA and subsequent call-up purchase order(s).”</li> <li>3. Occupational Health &amp; Safety Requirements annex. (4 pages)</li> </ol>	<ol style="list-style-type: none"> <li>1. Sans objet pour la version française.</li> <li>2. Item 1.12 des instructions de la DOAC est révisé à lire : “Les exigences en matière de sécurité, les exigences en matière de santé et de sécurité du travail et les conditions générales feront aussi partie de l’offre à commandes et les commandes subséquentes qui résulteront de cette DOAC.”</li> <li>3. Exigences en matière de santé et de sécurité du travail en annexe. (4 pages)</li> </ol>

Allan Lapensée, Sr. Contract Officer / Agent principal aux contrats  
 Procurement Services / Services d’approvisionnement  
 National Capital Commission / Commission de la capitale nationale  
 (613) 239-5051 tel;  
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## REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5678 ext 5051 (613)239-5007 fax <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	BID DEADLINE:  October 21, 2013 at 3pm Ottawa time
RETURN TO: Submit your proposal, price envelope and this page signed and return to:	<div style="text-align: center;">→</div> National Capital Commission Procurement Services 40 Elgin Street 3rd floor service centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1455

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

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).	
Contractor's Name & Address     Tel:  Fax:	Print Name   Signature   Date
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit one (1) original & four (4) copies of your technical proposal and one (1) price envelope to provide general services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Terms of Reference document.
- 1.2 Enquiries regarding this proposal must be submitted in writing to Allan Lapensée, Sr Contract Officer, telephone number - 613-239-5051, facsimile number - 613-239-5007 or e-mail address – [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 The technical proposal is to include all relevant information as defined in the Terms of Reference.
- 1.4 As a green initiative, the NCC requests that the Contractor's Technical Proposal follow these green practices:
  - use recycled paper products
  - print double sided
  - use a maximum font of 11
  - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
- 1.5 One (1) copy of your financial offer (Appendix A Price Schedule) must be submitted in an envelope separate from your proposal.
- 1.6 The technical evaluation is based on a total of 100 points. The minimum required is 80 points. Only the price envelopes of those firms that qualify (ie. 80 points or over), shall be opened.
- 1.7 The selection of the successful company shall be made on the basis of the best overall value to the Commission in terms of technical merit and cost. This will be determined by dividing the proposed cost by the total technical score so as to establish the lowest cost per point. The total cost for the purpose of evaluating proposals shall be the total of all Fees, Reimbursable Expenses and Taxes. The Commission is subject to all Federal and Provincial taxes, where applicable. In the final evaluation of the bids received, the actual costs to the Commission, including taxes, shall be evaluated.
- 1.8 A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.

- 1.9 It is the intention of the National Capital Commission to award a minimum of four (4) Standing Offer Agreements as a result of this RFSO (two (2) for the Ontario side and two (2) for the Quebec side of the National Capital Region). The resulting Standing Offer Agreements will be for a period of four (4) years from the date of award. Unit rates quoted will remain the same for the first two years. The NCC will allow the successful contractors to increase their unit rates by the consumer price index for the third and fourth year (refer to 2.4).
- 1.10 If any company holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another company. The basis for deciding which companies are offered 'replenishment' SOAs shall be 'the next ranked company(s)' as per rankings established above.
- 1.11 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful company will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.
- 1.12 The Security Requirements and the General Conditions will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.13 In order to avoid any misunderstanding and be fair to all companies, please note that proposals received after the closing time and date will not be accepted.
- 1.14 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.15 Facsimile transmittal of proposals will not be accepted.
- 1.16 Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this RFSO. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.17 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.18 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.

- 1.19 This RFSO and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this RFSO and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.
- 1.20 The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

## 2.0 REQUEST FOR STANDING OFFER AGREEMENT

### 2.1 INTRODUCTION

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

The NCC foresees a potential need to retain the services of companies to provide **CCTV Inspection Services**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any

goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

## 2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are company and must be valid for acceptance for 30 days from the closing date of this Request for Standing Offer (RFSO).

## 2.3 STANDING OFFER REQUIREMENT:

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

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

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

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of four (4) years, from the date of award. The unit rates proponents quote on the Fee Schedule form will be applicable for the first two years. For the third and fourth year, the contractor's rates will be adjusted by the rate of inflation for consumer price index.

**Year Three**

The unit prices (excluding taxes) for the third year (Nov 1, 2015 to Oct 31, 2016) shall be based on the unit prices (excluding taxes) during the first two years (plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of August 2014 and August 2015, plus applicable taxes.

Example only:

CPI-AIOG for August 2015 is 133.9.

CPI-AIOG for August 2014 was 131.6.

% difference =  $((133.9/131.6) \times 100) - 100 = 1.7\%$  increase

(decrease if % difference is negative)

**Year Four**

The unit prices (excluding taxes) for the fourth year (Nov 1, 2016 to Oct 31, 2017) shall be based on the unit prices (excluding taxes) established for the third year plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of August 2015 and August 2016, plus applicable taxes.

Website: <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis02a-eng.htm>

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

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

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$60,000 CDN including all fees, disbursements, sub-contractor costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from all companies who obtained SOA's and any company that qualified technically under this Request for Proposal for any work that may be required, when the initial estimate of the work exceeds \$60,000 CDN all inclusive.

The NCC reserves the right to on occasion:

- request SOA companies to seek offer-of-services from sub-contractors / specialists other than those proposed by the SOA companies, and
- as required, consider offer-of-services from sub-contractors / specialists named by NCC.

- may be requested to use sub-contractor companies already on SOA with the NCC at which time, the sub-contractor is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-contractor team does not meet NCC project manager requirements.

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

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

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

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

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

## 2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements is \$ 1,200,000 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than \$ 1,320,000 including taxes.

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



2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to:  
National Capital Commission  
Accounts Payable  
202, 40 Elgin St., 3<sup>rd</sup> floor  
Ottawa, Ontario, K1P 1C7

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

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

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

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

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

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

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

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

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

## Occupational Health and Safety Requirements

### 1. General

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

- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
- 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
- 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
- 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
- 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
- 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
- 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.
- 2. Qualifications of Personnel**
- 2.1** By entering into this agreement the contractor represents and warrants the it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3. 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

### **3. Certification**

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

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

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

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

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

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.
- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.

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

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

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

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