



# NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

**REQUEST FOR PROPOSAL INSTRUCTIONS  
IN-SITU SITE REMEDIAL SERVICES**

NCC FILE NO.  
NO DE DOSSIER DE LA CCN:

**AL1696**

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer  Email: <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	INVITATION DATE/DATE DE L'APPEL D'OFFRES: March 9, 2017
	BID CLOSING/CLÔTURE DE L'OFFRE: April 19, 2017 at 3 p.m. EDT
RETURN TO: →	National Capital Commission 2 <sup>nd</sup> floor Security Office 40 Elgin Street Ottawa, ON K1P 1C7 Submission to refer to NCC tender file # AL1696

**This page 1 of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes all other attachments referred to herein**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).		
Contractor's Name and Address :    Tel:  Fax:  E-mail:	Print Name :	Date :
	Signature :  _____	

ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	Addendum # _____  Bidder to enter number of addenda issued, if any.
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- 1) Submit four (4) duplicate copies of the Detailed Proposal (envelope A) and one (1) sealed envelope of your financial proposal (envelope B) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work.

Envelope A to contain the following:

- a. Four (4) duplicate copies of the Detailed Proposal.
- b. 10% of the bid amount including taxes as Bid Security (a mandatory bidding requirement). Note DO NOT seal your Bid Security within your financial proposal (envelope B).
- c. Page 1 of these RFP instructions completed, signed including acknowledging receipt of addendums.

Envelope B to contain the following:

- a. Your financial proposal (signed and completed in its entirety). See annex 1 of the Statement of Work.

- 2) Enquiries regarding this bid solicitation must be submitted in writing to the following: Sr. Contract Officer, Allan Lapensée 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 fourteen (14) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Sr. 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 tender sent throughout the solicitation period are to be directed ONLY to the Sr. Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.
- 3) As a green initiative, the NCC requests that the Detail 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)
- 4) The Detail Proposal is to include all relevant information and structured as defined in the Rated Requirements (see Statement of Work).
- 5) Facsimile or electronically transmitted Detailed Proposals will be treated as non-responsive and will receive no further consideration. However, where a formal Detailed Proposal has been received on time at the specified address, amendments thereto by facsimile are acceptable provided that such amendments be also received prior to the RFP closing date and time only at the facsimile number 613-239-5012, be on company letterhead and be signed and dated. All such amendments shall be addressed to the Contracting Authority and shall set forth complete details of all changes in order to be considered as an integral part of the Detailed Proposal.
- 6) Joint Venture Submissions: The NCC will accept Detailed Proposals from joint venture entities. Note that all Detailed Proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each Detailed Proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each Detailed Proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any contract awarded as a result of the RFP. Note that if the successful Proponent is a joint venture, the

signed joint venture agreement must be presented prior to contract award. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note: A joint venture whereby contractors separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration.

- 7) Currency: It is mandatory that all fees submitted in this Financial Proposal be in Canadian Dollars in order to be considered compliant and responsive to the RFP.
- 8) Bid Security. Proponents must submit, with the Detailed Proposal, the following mandatory bid security as an integral part of any Detailed Proposal submission. Failure to submit bid security shall render the Detailed Proposal as non-responsive and it shall receive no further consideration.
  - a. An unconditional irrevocable letter of credit or a letter of guarantee issued by one of the five largest Canadian chartered banks in a form acceptable to the NCC for the sum of 10% of the bid amount including taxes or,
  - b. A certified cheque drawn on a bank to which the Bank Act or in Québec the Credit Union Act applies, and made payable to the order of the National Capital Commission for the sum of 10% of the bid amount including taxes or.
  - c. A bid bond from a company acceptable to the NCC (see appendix L <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494>) and in terms satisfactory to the NCC for the sum of 10% of the bid amount including taxes or.
  - d. Bonds of the Government of Canada unconditionally guaranteed as to principal and interest by the Government of Canada and having a par value of 10% of the bid amount including taxes if such bonds are:
    - i. Payable to the bearer; and
    - ii. Accompanied by a written instrument of transfer, duly executed by the registered owner, whose signature shall be guaranteed by a chartered bank or financial institution satisfactory to the NCC. Coupon bonds shall have attached thereto all coupons unmatured at the time the bonds are delivered to the NCC. Coupons maturing during the retention of the security by the NCC shall be returned to the Proponent upon request. Coupons which matured prior to submitting a Detailed Proposal are to be detached by the Proponent.
  - e. The bid security shall remain in place for 90 working days after the closing date and time of the RFP, until Contract award or until notification by the NCC that a Proponent is unsuccessful, whichever date is later. The NCC reserves the right to request extensions for additional 60 day periods as required.
  - f. The bid security shall be forfeited if the Proponent withdraws or amends all or any part or parts of its Detailed Proposal at any time after the specified RFP closing date and time and prior to the award of a Contract or refuses to enter into a Contract when called upon to do so. The NCC may, if, in its discretion, it is in the public interest to do so, waive this right.
  - g. Bid security in the form of, letters of credit, certified cheques or Bonds of the Government of Canada, of the unsuccessful Proponents or, if no Detailed Proposals are accepted, of all Proponents, will be returned.
  - h. The bid security of the Successful Proponent will be returned once the Successful Proponent has entered into a Contract with the NCC and provided the requested performance security.
- 9) Evaluation Process. The evaluation process will follow a three-stage process as follows:
  - a. Stage 1 – verifies that the Detailed Proposal meets the mandatory requirement of Bid Security. All Detailed Proposals that are received on time will be reviewed to ensure that the mandatory bid security has been submitted. Detailed Proposals complying with the mandatory requirement shall be considered compliant and will proceed to stage 2 of the evaluation process. Detailed Proposals that are not in compliance with the mandatory requirement shall be treated as non-responsive and receive no further consideration.
  - b. Stage 2 – evaluates all technical proposals that pass stage 1 according to the rated requirements specified in the Statement of Work. The technical proposal of those in compliance with Stage 1 will be evaluated and rated according to the prescribed rated requirements and criteria identified. The

minimum score required is 80 points out of 100 points (80%) to be deemed responsive to the RFP and to further proceed to Stage 3 of the evaluation process. Only the price envelopes of the Proponents who qualify shall be opened. Technical Proposals that do not achieve the minimum required technical score of 80 points (80%) shall be deemed non-responsive and receive no further consideration. In such cases, the Financial Proposal envelope shall be returned unopened to the Proponent.

- c. Stage 3 – evaluates the financial requirements of qualified Proponents. Financial Proposal Review (Stage 3). The financial proposal envelopes of each technical proposal in compliance with Stage 2 shall be opened to establish the lowest total amount for each site.
- 10) Basis of Award. Subject to item 11, the Proponent whose technical proposal meets or exceeds the minimum required points specified in stage 2 and who has submitted the lowest total amount (including OHST) per site shall be deemed the successful Proponent.
- 11) Acceptance of Detailed Proposal
- a. The NCC reserves the right to not accept any of the proposals submitted, to cancel the Request for Proposal and/or to reissue the Request for Proposal in its original or revised form. The NCC also reserves the right to negotiate with the Successful Proponent and/or any/all Proponents.
  - b. Without limiting the generality of 11 a, the NCC may reject any proposal, based on an unfavourable assessment as to:
    - i. The adequacy of the proposed price to carry out the work.
    - ii. The Proponent's performance on other contracts, including but not limited to, the contracts the Proponent may have had or may still have with the NCC.
  - c. In assessing the Proponent's performance on other contracts pursuant to 11 b ii, the NCC may consider, but shall not be limited to, such matters as:
    - i. The efficiency and workmanship of the Proponent in performing the work; and.
    - ii. The extent to which the Proponent executed the work in accordance with the Terms and Conditions of the contract.
    - iii. Vendor Performance Background:
      - a) The NCC may reject a bid where any of the following circumstances are present:
        - a. The Proponent or any employee or subcontractor included as part of the proposal, has been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling defective stores to Her Majesty") of the Criminal Code; or.
        - b. With respect to current or prior contracts with the NCC or the Government of Canada.
          - i. The Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
          - ii. The NCC has evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any matter of discrimination, on the part of the Proponent, any of its employees or any subcontractor included as part of its proposal;
          - iii. The NCC has exercised its contractual remedies of suspension, setting off or termination for default with respect to a contract with the Proponent, any of its employees or any subcontractor included as part of its bid; or
          - iv. The Proponent's performance on current or prior contracts, including the efficiency and workmanship as well as the level of compliance with contractual Terms and Conditions is, unsatisfactory to the NCC and has been documented as such.
      - iv. Where the NCC intends to reject a proposal pursuant to a provisions above, the Contracting Authority shall so inform the Proponent and provide the Proponent ten (10) days within which to make representations, prior to making a final decision on the rejection of the proposal.

- 12) Conditions of Contract Award. Prior to Contract award, the successful Proponent shall provide the following:
- a) Joint Venture Agreement (if applicable). If the successful Proponent is a joint venture, the signed joint venture agreement must be presented.
  - b) Proof of Insurance. The Successful Proponent shall provide proof of insurance in accordance with the General Conditions.
  - c) Direct Payment and Tax Information Form. The Successful Proponent shall complete and submit to the NCC the Direct Payment and Tax Information Form prior to Contract award. The direct payment service will facilitate the transfer of amounts payable by the NCC to suppliers. The tax information section of the form is a requirement of the Income Tax Act.
  - d) CSST or WSIB Certificate. The successful Proponent shall provide a CSST or WSIB certificate as applicable. This is a document confirming that the Contractor is registered and that his/her file is in good standing order.
  - e) Company Security Representative (CSR). The Successful Proponent shall provide the name and coordinates of his/her security representative.
  - f) Health and Safety Plan. The Successful Proponent shall provide his/her health and safety plan.
  - g) Contract Security. The Successful Proponent shall provide contract security in accordance with:
    - i. Concurrently with the execution of the Contract, the Contractor shall provide the NCC with an unconditional irrevocable letter of credit or letter of guarantee issued by one of the five largest Canadian chartered banks for 20% of the bid amount including taxes; or
    - ii. performance and payment of labour and material bonds issued by an acceptable insurance company (see appendix L <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> ) on NCC supplied form in the amount of 50% each of the bid amount including taxes.
    - iii. The said letter of credit, letter of guarantee or performance and payment of labour and material bonds shall be maintained in full effect throughout the Term of the Contract.
    - iv. The letter of credit must stipulate that it may be drawn upon by the NCC upon filing a certificate executed by a senior officer of the NCC stating that:
      - a. The Contractor is in default of performance of any of its obligations hereunder;
      - or
      - b. The Contractor has not replaced or renewed the letter of credit not less than ten (10) days prior to its expiry.
    - v. If the letter of credit is drawn upon hereunder the proceeds shall be placed in an interest bearing account with interest accrued to the credit of the NCC and the NCC shall be entitled to draw upon the proceeds as contemplated herein.
    - vi. Cancellation of Letter of Credit. On the expiry or earlier termination of the Term, the letter of credit shall be eligible for cancellation or refund of the unused proceeds and any accrued interest in the event the letter of credit shall have been drawn upon.

- 13) Additional Terms and Conditions of the RFP.
- a) Ownership of RFP Documents.
    - i. All documents submitted or prepared by the Contractor under the terms of the Contract shall become the property of the NCC, which shall become the owner of the copyright.
    - ii. All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
    - iii. As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.
    - iv. The NCC shall have unrestricted access to all documents and records provided to the Contractor during the Term of the Contract.
- 14) Access to Information. Detailed Proposals shall be held in strict confidence. However, Proponents are reminded that the NCC, as a Crown corporation, is subject to the provisions of the Access to Information Act. Information submitted may be eligible for disclosure in accordance with the requirements of the Access to Information Act. In such circumstances, the NCC shall be relieved of its obligation hereunder to keep such information confidential. Such information is usually not released without consent of the pertinent Proponent, unless there is an order made pursuant to the Act. However, the Proponent consents to the public disclosure of its Grand Total by the NCC, and further agrees that it will have no right to claim against the NCC, its employees, agents or servants, or any of them, in relation to such public disclosure.
- 15) Limitations & Cautions
- a. Detailed Proposals shall be irrevocable and remain unchanged in all aspects, including price, during the period of time between the closing date of this RFP and the identification of the Successful Proponent unless expressly agreed to by both the NCC and the Proponent.
  - b. The NCC reserves the right to request clarification from the Proponent for a mandatory requirement submitted in response to the RFP that in the sole opinion of the NCC, is marginally responsive or vague. Any information previously submitted to the NCC may not be incorporated in this RFP by reference but shall be resubmitted with the Detailed Proposal nor shall the NCC accept additional information after the closing date of the RFP.
  - c. Nothing, including but not limited to, this RFP or the Proponent's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or service from any of the Successful Proponents, unless and until the RFP has received all requisite external approvals and has been executed by the NCC and the Proponent.
  - d. The NCC shall not be obligated to reimburse or compensate any Proponent, its subcontractors or manufacturers for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the NCC and shall not be returned.
  - e. The successful Contractor 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 or prosecuted, by any Person that was under the direction and control of the Contractor during the Term of the resulting

Contract and which Person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting Contract and 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 Contractor's other obligations to indemnify and save harmless which are set out in the Contract.

- 16) 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
- 17) The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 18) The attached General Conditions, Occupational Health & Safety Requirements and the Security Requirements will also form part of the resulting contract.
- 19) In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 20) Facsimile or e-mail transmittal of proposals are not acceptable.
- 21) This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 22) The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.

## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### 2. Assignment and Subcontracting

This contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Project Manager/Officer. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

### 3. Indemnification

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

### 4. Property of the National Capital Commission

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the Project Manager/Officer and the Contractor shall, at any time when requested to do so, account to the Project Manager/Officer for the use of such property.



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## **GENERAL CONDITIONS**

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### **5. Permits and By-Laws**

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

### **6. Canadian Labour and Materials**

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

### **7. Publicity**

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the Project Manager/Officer.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

### **8. Materials, Equipment, etc. to become Property of the National Capital Commission**

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Project Manager/Officer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

### **9. Contractor's Superintendent and Workers**

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the Project Manager/Officer. The superintendent must be acceptable to the Project Manager/Officer and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the Project Manager/Officer because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

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## **GENERAL CONDITIONS**

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### **10. Co-operation with other Contractors**

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

### **11. Claims Against and Obligations of the Contractor or Subcontractor**

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **12. Project Manager/Officer's Rights and Obligations**

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this sub-section has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

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## GENERAL CONDITIONS

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### **13. Delay, Non-compliance, or Default by the Contractor**

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Project Manager/Officer properly given, or is in default in any other manner under the contract, the Project Manager/Officer may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

### **14. Changes in soil conditions, National Capital Commission delays**

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
  - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

### **15. Protesting Project Manager/Officer's Decision**

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

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## GENERAL CONDITIONS

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### **16. Suspension or Termination of the Contract**

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **17. Security Deposit**

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

### **18. No Additional Payment**

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or

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## GENERAL CONDITIONS

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Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

### **19. Determination of Costs**

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

### **20. Records to be Kept by Contractor**

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

### **21. Extension of Time**

The National Capital Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the National Capital Commission such delay was due to causes beyond the control of the Contractor.

### **22. Cleaning of Work**

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

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## GENERAL CONDITIONS

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### **23. Project Manager/Officer's Certificates**

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the Project Manager/Officer, the Project Manager/Officer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the Project Manager/Officer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

### **24. Payment**

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
  - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
  - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.

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## GENERAL CONDITIONS

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3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

### **25. Correction of defects**

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

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## **GENERAL CONDITIONS**

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### **26. Liability Insurance**

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the National Capital Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the National Capital Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the National Capital Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The National Capital Commission reserves the right to cancel the contract if the National Capital Commission does not receive the said certificate in which event the contract shall be null and void.

### **27. Workers Compensation**

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.



## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

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

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

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor'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 contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **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.***

### Additional information

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

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

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

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 Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

### Company Security Representative

The contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the contractor's firm;

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Reliability-Site Access-Secret**), sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

# BID BOND

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

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

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

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

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

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

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

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

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

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

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

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.



# PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

# LABOUR AND MATERIAL PAYMENT BOND

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

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

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

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

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

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

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

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

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

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

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

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

Principal \_\_\_\_\_

Witness \_\_\_\_\_

Surety \_\_\_\_\_

Note: Affix Corporate seal if applicable.

• 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

**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**

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					
Builder's Risk "All Risks" Assurance des chantiers « tous risques »					
Installation Floater "All Risks" Risques d'installation « tous risques »					
Other (list) / Autre (énumérer)					

<p>Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.</p>	<p>Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.</p>
---	--

_____ Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée	_____ Telephone number / Numéro de téléphone
_____ Signature	_____ Date

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur  Update / Mise à jour

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

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

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

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

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

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

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

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

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

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

**IMPORTANT**

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

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

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

**Supplier Tax Information**

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

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

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

**Direct deposit payment information**

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

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

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

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

**The advantages of direct deposit payment**

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

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

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

**Renseignements sur les fournisseurs aux fins de l'impôt**

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

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

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

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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

**REQUEST FOR PROPOSALS**

**for the provision of**

**IN-SITU SITE REMEDIAL SERVICES**

**Statement of Work**

## 1.0 Invitation

The National Capital Commission (NCC) is calling for Technical & Financial Proposal(s) from remediation contractors to provide in-situ site remediation services at two independent contaminated sites within the National Capital Commission's Greenbelt in Ottawa, Ontario. Work under this Contract includes:

1. In-Situ Activated Carbon Adsorption with Enhanced Bioremediation and/or Chemical Reduction to remediate soil and groundwater impacted with Volatile Organic Compounds at NCC Parking Lot P19 located on Leitrim Road, west of Ramsayville Road in Ottawa, ON (P19 Leitrim Road); and,
2. In-Situ Activated Carbon Adsorption with Enhanced Bioremediation and/or Chemical Reduction to remediate soil and groundwater impacted with Petroleum Parameters (BTEX and F1-F4 Petroleum Hydrocarbons) at 16 Tauvette Street, Ottawa, ON. The in-situ remedial program at 16 Tauvette Street may be combined with source removal by excavation, if desired.

Please note that one Contract (for the two sites) or two Contracts (one per site), may be awarded as a result of this Request for Proposal. Basis of Award will be based on the lowest compliant offer per site.

**1.1** The contractor's key personnel and their back-ups should be two different persons and are to be named in the Technical Proposal, and members of the contractor's team must remain in their designated roles for the duration of the project. Both the NCC Project Manager and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Technical Proposal submission have left the contractor's employment. In this regard, the contractor shall submit a resume of all proposed replacement personnel to the NCC Project Manager and the NCC Contracting Authority. If the contractor assigns replacement personnel who are considered in any respect unsatisfactory they shall be removed and replaced by the contractor upon five (5) days notice of dissatisfaction from the NCC Project Manager and the Contracting Authority. Failure to honor this requirement may result in default of the Contract.

**1.2** Based on their analysis and understanding of the project requirements as identified in this document and the attached Technical Specifications (Annex 3), proponents will formulate and submit their Technical Proposal which will consist of:

- A Technical submission (Technical Proposal) which will describe the proponent's capabilities and proposed services. The contractor may submit one Proposal (e.g. for either 16 Tauvette Street or P19 Leitrim Road), or two Proposals (e.g. one Proposal for 16 Tauvette Street and one Proposal for P19 Leitrim Road), depending on their capabilities.
- The Lump Sum Cost Form (Annex 1) for each site is to be submitted in an envelope separate from your Technical Proposal. The price element will be represented by a lump sum cost for services for each site, as appropriate, to complete the Work according to the Technical Specifications (Annex 3). Bidder may bid on one site or both sites.

**1.3** The firm must be licensed to work in Ontario.

## 2.0 Basis of Payment

### 2.1 Milestone Payments & 10% Holdback

2.1.1 The NCC will make milestone payments in accordance with Section 2.2 below and the payment provision of the Contract, up to 90 percent of the amount claimed and approved by the NCC if:

- (a) The total amount for all milestone payments paid by the NCC does not exceed 90 percent of the total amount to be paid under the Contract;
- (b) All Work associated with the milestone and as applicable any deliverable required have been completed and accepted by the NCC.



2.1.2 The balance of the amount payable (10% holdback) will be paid in accordance with the payment provisions of the Contract upon completion and delivery of all Work required under the Contract (Refer to Technical Specifications, including Substantial Completion as defined in Section 01 11 00 –*Summary of Work*) if the Work has been accepted by the NCC and a final claim for the payment is submitted.

## 2.2 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Work Description or Deliverable	Firm Amount	Maximum Percentage of Contract
01	Mobilization	(to be inserted at Contract award)	10 %
02	Implementation	(to be inserted at Contract award)	60%
03	Verification Sampling Plan	(to be inserted at Contract award)	20%
04	Demobilization	(to be inserted at Contract award)	10%

The contractor must not submit invoices until all Work identified in the invoice is completed.

## 3.0 Rated Requirements

### 3.1 Table 1: Rated Requirements

The Technical Proposal should address clearly and in sufficient depth the points that are subject to the Rated Requirements against which the bid will be evaluated. In order to facilitate the evaluation of the Technical Proposal, the NCC requests that bidders address and present topics in the order of the Rated Requirements under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

**Table 1: Rated Requirements**

Item No.	Rated Requirements (per site)	Weighted factor
<b>1.</b>	<b>Qualifications and Experience (40 pts)</b>	
1.1	The Bidder should identify key personnel working on this project by functional roles, organization, qualifications and training. The Bidder should include relevant project experience as well as copies of CV's for the project team in their Technical Proposal. Project personnel should demonstrate a strong background/ experience with the design, implementation and verification of in-situ remedial programs, highlighting any experience with activated carbon adsorption with enhanced microbial degradation and/or chemical reduction technology.	10
1.2	The bidder should provide a description of three (3) in-situ remedial programs their firm is handling as of this date or has handled in the last five (5) years, which involved activities comparable (in scope and objectives) to the Work to be undertaken as outlined in Annex 3. The bidder should give preference to providing descriptions of remedial programs utilizing the activated carbon adsorption technology to meet similar remedial objectives. Refer to Annex 2 for the Past Experience and Achievements form.  The bidder should provide names and telephone numbers of client contacts for the projects listed in Annex 2. Note: reference checks will be made to verify client satisfaction with the services provided.	30
<b>2.0</b>	<b>Understanding of the Requirements of the Work (10 pts)</b>	
2.1	The Bidder should clearly demonstrate an understanding of the scope and objectives of the Work required.	10

3.	Quality of Work Plan and Methodology (50 pts)	
3.1	<p>The Bidder should clearly demonstrate a sound understanding of the Technical Specifications provided in Annex 3 and how it can meet them in an effective and timely manner.</p> <p>A preliminary design of the remedial program must be submitted with the proposal that includes a description of the Work in general terms, proposed schedule, description of site preparation activities, injection method, number and placement of anticipated injection locations, quantity of injectate and proposed quantities of any amendments included in the injectate to promote microbial degradation and/or chemical reduction, as appropriate or required. The preliminary design must also include a proposed milestone schedule describing the Work and deliverables to be completed during each milestone. The preliminary design should also include a description of how application of this remedial technology will be monitored during implementation, how suitable injectate distribution will be achieved and measures that will be taken to avoid any possible adverse effects, production of secondary by-products and/or short-circuiting (daylighting) of injectate.</p> <p>Note: For 16 Tauvette only, if excavation is selected to complement the in-situ remedial program, the preliminary design must include the anticipated dimensions and placement of the excavation and the estimated volume of soil to be removed and disposed of off-site.</p>	40
3.2	<p>The bidder should clearly outline the Verification Sampling Plan, including how the results of the remedial program will be verified, the timing and frequency of sampling, anticipated number and placement of samples to be collected, and analytical methodology.</p>	10

**Summary of Rated Requirements – 16 Tauvette Street**

<b>CATEGORIES</b>	<b>POINTS ALLOTTED</b>	<b>FIRM'S SCORE</b>
Qualifications and Experience (Table 1, Item No. 1.1, 1.2)	40	
Understanding of the Requirements of the Work (Table 1, Item No. 2.1)	10	
Quality of Work Plan and Methodology (Table 1, Item No. 3.1, 3.2)	50	
<b>Total points for Technical Proposal - 16 Tauvette Street</b>	<b>100</b>	

**Summary of Rated Requirements – P19 Leitrim Road**

<b>CATEGORIES</b>	<b>POINTS ALLOTTED</b>	<b>FIRM'S SCORE</b>
Qualifications and Experience (Table 1, Item No. 1.1, 1.2)	40	
Understanding of the Requirements of the Work (Table 1, Item No. 2.1)	10	
Quality of Work Plan and Methodology (Table 1, Item No. 3.1, 3.2)	50	
<b>Total points for Technical Proposal – P19 Leitrim Road</b>	<b>100</b>	

**3.2 Table 2: Evaluation Criteria**

Rated Requirements will be evaluated as per the following Evaluation Criteria:

<b>EVALUATION CRITERIA – TECHNICAL (PER SITE)</b>
Excellent: exceeds requirements (100% of weighted factor).
Good: fully satisfies all requirements (90% of weighted factor).
<b>Acceptable: satisfies minimum requirements (80% of weighted factor).</b>
Does not satisfy minimum requirements (50% of weighted factor).
Does not meet our needs (30% of weighted factor).
Is completely unacceptable or irrelevant (0% of weighted factor).

**A minimum of 80 Total Points must be obtained for a Technical Proposal to qualify.**

#### **4.0 Annexes**

ANNEX 1: PRICE FORMS FOR EACH SITE

ANNEX 2: PAST EXPERIENCE AND ACHIEVEMENTS

ANNEX 3: TECHNICAL SPECIFICATION (72 PAGES)

ANNEX 4: SUPPORTING DOCUMENTATION (REPORTS 1 THRU 5 – 16 TAUVETTE, AND, REPORTS 1 TO 6 – P19 LEITRIM)

**ANNEX 1 – 16 TAUVETTE STREET**

Please submit one Lump Sum Cost Form per site. Bidders may bid on one site, or, on both sites

<b>ALL INCLUSIVE LUMP SUM PRICE EXCLUDING TAXES FOR 16 TAUVETTE STREET ONLY</b>	\$
<b>13% OHST</b>	\$
<b>TOTAL – 16 TAUVETTE STREET</b>	\$

**In Canadian currency**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).		
Contractor's Name and Address    Tel:  Email:	Print Name	Date
	Signature  _____	

ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	_____ Bidder to enter number of addenda issued, if any.
--	--

**ANNEX 1 – P19 LEITRIM ROAD**

**Please submit one Lump Sum Cost Form per site. Bidders may bid on one site, or, on both sites**

<b>ALL INCLUSIVE LUMP SUM PRICE EXCLUDING TAXES FOR P19 LEITRIM ROAD ONLY</b>	\$
<b>13% OHST</b>	\$
<b>TOTAL – P19 LEITRIM ROAD</b>	\$

**In Canadian currency**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).		
Contractor's Name and Address   Tel:  Email:	Print Name	Date
	Signature  _____	

ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	<p align="center">_____</p> <p align="center">Bidder to enter number of addenda issued, if any.</p>
--	---

**ANNEX 2: PAST EXPERIENCE AND ACHIEVEMENTS**

Firm's Name:

Previous Project:

Project Team:

Initial Budget:

Final Budget:

Planned Completion Date:

Actual Completion Date:

Remedial Objective:

Was the remedial objective met? If not, please explain why.

Project Details:

Proponent's Responsibility:

Explain the relevance of this experience to our requirements:

Client's Name and Phone Number: