


REQUEST FOR PROPOSAL

OFFSITE STORAGE AND DISPOSAL

NCC Tender Number : LW080

ADDRESS ENQUIRIES TO: Lana Wilson Telephone: 613-239-5678, Ext. 5192 Email: лана.wilson@ncc-ccn.ca	INVITATION DATE/DATE DE L'APPEL D'OFFRES: April 6, 2018
	BID CLOSING/CLÔTURE DE L'OFFRE: April 25, 2018 at 3 p.m. Ottawa time
RETURN TO: 	National Capital Commission 2nd Floor Service Centre 40 Elgin Street Ottawa, ON K1P 1C7 Submission to refer to NCC tender file # LW080

This page of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Statement of Work (SOW), the General & Supplementary Conditions, and any/all other attachments referred to herein.

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

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1. Submit four (4) duplicate copies of the technical proposal and one (1) sealed envelope of your financial proposal (Appendix C of the Statement of Work) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work (SOW).

The following NCC forms must also be submitted with your proposal:

- a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Statement of Work of this RFSO which includes the General Conditions and any/all other attachments referred to herein,
 - b. Appendix C Financial Proposal (sealed envelope), and
 - c. Supplier - Direct Payment and Tax Information Form
2. As a green initiative, the NCC requests that the Consultant's Technical Proposal follow these green practices:
 - use recycled paper products
 - print double sided
 - use a maximum font of 11
 - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
 3. **Written questions and requests for clarification from proponents will be accepted until 12:00 noon on April 18, 2018**, Ottawa time. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract. Your questions and requests for clarifications must be submitted in writing and addressed to Lana Wilson at email lane.wilson@ncc-ccn.ca.
 4. The proposal is to include all relevant information as defined in the Statement of Work.
 5. Your financial proposal (Appendix C) **must** be signed and submitted in a sealed price envelope and clearly labelled "Financial Proposal #LW080" separate from the technical proposal documents.
 6. The evaluation of technical proposals will be based on the criteria set out in the Appendix B entitled 'Mandatory Requirements and Evaluation Criteria'. Proposals that meet all Mandatory Requirements will pass to the Rated Requirements. Proposals that do not meet all Mandatory Requirements will be rejected and will not pass to the Rated Requirements evaluation. The technical evaluation in Rated Requirements is based on a total of 115 points.
 7. Proposals obtaining a total minimum score of 70 percent will be considered as technically admissible. Financial proposals must be submitted in a separate sealed envelope and will be opened only for all technically admissible proposals. The financial proposal will be weighed with the technical evaluation score for the basis of award. The financial proposal considered in the evaluation of proposals must include all professional fees and other related expenses and disbursements. The selected proposal will be the one that presents the highest overall value between technical and price. The overall best value will be based on a weighted factor of 20% for technical and a weighted factor of 80% for price. The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.

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8. Basis of award : In order to assess all costs that may be incurred by the NCC as a result of a potential transition to a new service provider, Basis of Award will proceed in the following order, starting with Step 1 :
 - STEP 1: Basis of award will be the bidder who meets all terms, conditions and mandatory requirements and :
 - STEP 2: passes the rated requirements with a minimum 70% (Technical Proposal is worth 20% of total overall value) and :
 - STEP 3: evaluate the Cost Summary (Appendix C) results (Financial Proposal worth 80% of total overall value), and :
 - STEP 4 : the NCC will proceed with the highest overall value after Step 3 costs are calculated.
9. 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.
10. 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.
11. The attached General & Supplementary Conditions, Health and Safety and Security Conditions will also form part of the resulting contract.
12. 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.
13. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 14. Facsimile or e-mail transmittal of proposals are not acceptable.**
15. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
16. 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.
17. 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.

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18. This Request for Proposal and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.
19. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
20. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.

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1. Requirement

The National Capital Commission (NCC) is requesting proposals from service providers to supply: (1) secure storage (warehousing and retrieval services of NCC's semi-active and dormant records) at the offsite contractor's storage facility and (2) destruction services of NCC's dormant records located at the offsite contractor's location on an "as and when requested" basis, for a period of approximately five (5) years (from contract award to April 30, 2023). The contractor's warehouse facilities must be located in the National Capital Region.

At the sole discretion of the NCC, a one-time extension of three (3) years may be exercised at the same terms and conditions. Unit prices for each of the 3 years will be permitted to be increased as per the Consumer Price Index section.

2. Background

The NCC currently stores off-site approximately 15,580 boxes of semi-active and dormant records and 2,229 drawing cartons (approximately 20,477 cubic feet). It is anticipated that this volume will continue to grow by approximately 5% annually. Presently, the most common information medium is paper files and architectural and engineering drawings. However, the contractor must be in a position to safely store and provide retrieval services for information in all media including, but not limited to, audio-video material, photographs, slides, magnetic tape, artifacts, display panels, etc. The NCC has approximately 99 boxes (approximately 162 cubic feet) of media that require special temperature and humidity controls that are different from paper requirements.

The NCC currently retrieves and returns an average of 200-250 boxes per month, of which 3 to 5 are URGENT retrieval requests. The quantities listed for storage and retrieval are provided for information only and should not be relied upon as indicative of future requirements.

NCC staff will periodically retrieve large volumes of files for review for possible disposal action or transfer to Library and Archives Canada. The NCC anticipates that 1,000 to 3,000 one cubic foot boxes will be disposed of over the next five (5) years. All cartons retrieved for disposal or transfer will not be returned for storage. Storage costs for items not being returned to the off-site contractor are to cease upon notification by the NCC to permanently remove them from storage.

Note: Boxes vary in size. The bulk of our boxes are 1.2 cubic feet and drawing boxes are 0.72 cubic feet. We do have some oversize boxes in our inventory.

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3. Service Requirements

- i) Pick-up, delivery, filing, interfiling, photocopying, records destruction (paper and other media), retrieval and storage of paper files and other media records will be required.
- ii) Paper records (legal sized paper files and 8 ½ x 11 inch binders) are to be stored in 1 cubic foot cartons and labeled in accordance with NCC’s requirement. The contractor must also be able to accommodate odd-sized paper records such as architectural and engineering drawings, over-sized computer printouts, presentation panels, etc., which must be stored in appropriate cartons and labeled in accordance with NCC requirements.
- iii) Training will be provided by NCC staff at no charge to the contractor on an as required basis to ensure that staff has an understanding of NCC’s procedures. The successful bidder shall also provide training, free of charge, to NCC staff on their system on an as required basis.
- iv) The NCC shall require delivery and pick-up of cartons on a regular basis (morning and afternoon). Currently, the NCC receives a daily delivery and a pick-up is usually done with delivery (NCC will provide advance notice of a pick-up request to coordinate with the scheduled delivery). Pick-ups include box returns to the contractor as well as new boxes to add to the inventory. The NCC also requires delivery of cartons on an emergency basis (within 1.5 hours of request). In order to ensure cost effectiveness and avoid duplication of services, it is the responsibility of the contractor to ensure that pick-up of cartons currently at the NCC is coordinated wherever possible with delivery of cartons. Failure by the contractor to do so on a repeated basis will result in costs being attributed to the contractor.

	NCC Request to Contractor	Contractor Delivery Time
Regular retrieval	Submitted by 3:00 pm	Received at 40 Elgin by 3:00 pm the following business day.
½ day retrieval - morning	Submitted by 10:00 a.m.	Received at 40 Elgin by 3:00 p.m. that day.
½ day retrieval - afternoon	Submitted by 3:00 pm.	Received at 40 Elgin by 11:30 a.m. the next business day.
Urgent (emergency) retrieval	Submitted at any time.	Received within 1.5 hours of request unless otherwise indicated by the NCC. This could occur if the item is ordered close to the end of our business day and we request delivery first thing the following morning.

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In some cases, we may require the contractor to pick-up boxes from our satellite locations.

1. 33 Scott Street, Chelsea, Quebec J9B 1R5
 2. 9-11 Lisgar Road, Ottawa, Ontario K1M 2E6
 3. 80 Bayview Road, Ottawa, Ontario K1Y 4L6
-
- v) Where the contractor fails to deliver cartons or items requested within the scheduled time periods:
 - a. Regular service: the contractor will contact the NCC to determine the urgency of the delivery. The carton(s) or item(s) will be sent either in the next regular shipment, or urgently, at the contractor's expense.
 - b. Urgent: the carton(s) or item(s) will be sent immediately at the contractor's expense.
 - vi) Contractor must provide chain of custody tracking and reporting for each pickup / delivery request that lists the specific container numbers.
 - vii) Regular hours of work shall normally be from 8:00 am to 4:00 pm, Monday to Friday. On occasion, it may be necessary to access files outside of regular hours, including weekends and holidays (see Pricing Basis). The contractor is to specify any cut-off time for urgent requests.
 - viii) The contractor will provide a room or private area at the premises where the NCC files are stored for NCC personnel to review files when necessary. The area is to be large enough to accommodate up to four (4) people, and furnished with a work table and chairs. The area must be clean, heated and air-conditioned and must have proper lighting.
 - ix) NCC employees working at the contractor's site must have access to telephone and photocopying services and to appropriate containers for recycling and disposing of designated and classified material.
 - x) The contractor must be able to commence service upon contract award.
 - xi) The contractor shall be responsible for ensuring that cartons and contents are not damaged while in transit and / or storage.
 - a. Reboxing may occur on rare occasions when a box is beyond repair and is incapable of withstanding transport and/or storage.

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The NCC may initiate the reboxing request to the contractor. If the contractor is to initiate the reboxing, confirmation from the NCC is required prior to proceeding or it will be done at the contractor's cost.

- xii) If the cartons and contents are damaged while under the contractor's control, the contractor shall:
 - a. Immediately notify the NCC of the situation to determine the best course of action.
 - b. In the event of water damage, the contractor will ship the affected material to a location identified by the NCC within 50 km. This will be done at the contractor's expense.
 - c. The contractor will reimburse the NCC for the damaged material (cost to replace paper, box, folders, other media, etc).

4. Reporting and Billing

- i) Inventory reports shall be supplied by the contractor as requested. Inventory requests shall be received by the NCC no later than 48 hours after request. Inventory reports may be sent electronically unless otherwise advised.
- ii) The NCC will be provided with a monthly bill detailing the unit prices and total prices itemizing the storage and services provided (e.g. Dates of services, number of trips, number of files / cartons requested / returned, standard or urgent pick-up, new boxes added; permanent withdrawal; etc.).

5. Security Requirements

- i) All employees assigned to maintain National Capital Commission records must observe security regulations at all time during the conveyance, preparation or transmittal of protected files or documents
- ii) Contractor's employees will be required to possess a valid security clearance to the level of SECRET to be verified by NCC security services prior to the contract being awarded. The contractor must provide a list of cleared employees to NCC's security screening staff, including their clearance number. Successful contractor may be required to provide additional information to NCC's security screening staff in order to confirm the level of clearance. Refer to the two page attachment entitled 'Security Conditions'.
- iii) Contractor's facility must have a valid Facility Security Clearance from Public Services and Procurement Canada for CLASSIFIED Secret information which would include a Document Safeguarding Capability validation at the CLASSIFIED Secret level.

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- iv) Records will only be delivered upon request of authorized persons, whose name(s) shall be provided by the NCC. Delivery is to be made to room 202, 40 Elgin Street, Ottawa, Ontario unless otherwise advised by NCC staff.
- v) Any unauthorized requests and / or attempts to access NCC information must be reported to the NCC immediately.
- vi) The warehouse facilities must have an alarm system to detect unauthorized entry into the storage area during silent hours and be connected to a civil police or industrial security agent OR a watchman / guard service is to be used during silent hours. Adequate security procedures must be in place during business hours to ensure no unauthorized entry to facility.
- vii) The NCC reserves the right to inspect the facility prior to awarding the contract to ensure these conditions are being met.
- viii) The vehicle(s) used for pick-up and delivery must ensure that the material being transported cannot be viewed. The vehicle(s) must have working locks and doors and the vehicle must be locked if left unattended. Records must not be left in the vehicle overnight.

6. Warehousing Requirements

- i) The contractor's warehouse facilities must comply with the National Building Code of Canada and the National Fire Code of Canada, as amended and in effect for the duration of this contract, to determine the acceptability of a warehouse. The NCC may require satisfactory proof of classification at the expense of the contractor. Specifically, the contractor must show proof of the building having been constructed of non-combustible or fire-restrictive materials and that the building is equipped with an automatic sprinkler system and proper fire extinguishing equipment.
- ii) The warehouse must be humidity and temperature controlled to the extent that paper products will not be damaged while in storage, i.e. below freezing point. Paper has a recommended storage temperature of 18 - 22°C and a relative humidity of 45 – 60 %. The warehouse must also have an area that is temperature and humidity controlled for special storage requirements, such as tapes, films, microfiche and microfilm. This area must have anti-static walls. The recommended storage temperature for this information is 17 - 19°C and a relative humidity of 30 – 40%.
- iii) The warehouse must operate with a location system and provide a system to identify the location of each item warehoused.
- iv) The NCC must be satisfied that the contractor follows good warehousing practices, e.g. neat stacks away from the wall, active warehousing, good housecleaning program, rodent and pest control program, good lighting, etc.). As such, an on-site inspection by NCC staff may be conducted at any time throughout the term of the contract.

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- v) 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 Commission as additional insured, against claims for personal injury (including death) or property damage or theft 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 Commission to a limit of not less than two million (\$2,000,000) 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 Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.
- vi) Direct telephone communication with the contractor's warehouse must always be available during normal working hours.
- vii) The contractor agrees to notify the NCC of any change in warehouse location at least sixty (60) days in advance of any proposed change.

7. Confidentiality

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

Confidentiality refers to the attribute that information must not be disclosed to unauthorized individuals, because of the resulting injury to national or other interests, and does not refer to the security classification assigned to our information.

The NCC currently assigns three levels of security classification to its information. Information stored by the offsite contractor must be treated in accordance with its security level. The majority of our information is either basic or protected; however, we do manage classified secret information.

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Level	Definition	May also be identified as
Basic	There are no security restrictions on this information.	Unclassified.
Protected A or B	Information related to other than the national interest that may qualify for an exemption or exclusion under the Access to Information Act or Privacy Act, and the compromise of which would reasonably be expected to cause injury to a non-national interest.	Enhanced, sensitive, designated, reliability.
Secret	Information related to the national interest that may qualify for an exemption or exclusion under the Access to Information Act or Privacy Act, and the compromise of which would reasonably be expected to cause injury to the national interest.	Classified, extremely sensitive, level II.

8. Disposal of Information

- I. The contractor must demonstrate that their destruction equipment meets RCMP requirements for disposing of paper and IT media.
http://www.rcmp-grc.gc.ca/tsb-genet/seg/html/home_e.htm
- II. The contractor must issue a certificate of destruction for each occurrence that includes the date, time and method of destruction.
- III. The NCC reserves the right to inspect the equipment used in the destruction process and may witness the destruction of NCC information.
- IV. If the work is subcontracted to a third party, the third party service contract must be consistent with the requirements set out in these Terms of Reference.
- V. The contractor must provide secure storage pending the destruction of the information.
- VI. The contractor must not dispose of any NCC information without written consent from a NCC employee authorized to request information destruction.
- VII. The contractor must recycle as much of the destroyed material as possible.

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9. Term of Contract

The contract will be awarded for a period of approximately 5 years (from contract award to April 30, 2023). At the sole discretion of the NCC, a one-time extension of 3 years may be exercised at the same terms and conditions. Unit prices for each of the three (3) years will be permitted to be increased as per the Consumer Price Index section.

Upon contract award, NCC's inactive and semi-active documents for off-site storage will be delivered to the Contractor's.

It is understood and agreed that the records stored pursuant to any resultant agreement are and remain the property of the Crown and that in the case of discontinuance or interruption of business by the contractor for any reason whatsoever, including bankruptcy or any termination of the contract by the NCC due to a default of the contractor, arrangements will be made for the immediate removal of the records to another suitable location at the contractor's expense.

10. Transition Period

The contractor acknowledges that the nature of the services provided under the contract requires continuity and that a transition period may be required at the end of the contract. The contractor agrees that the NCC may, at its discretion, extend the contract by a period of sixty (60) calendar days under the same Terms and Conditions to ensure the required transition. The contractor agrees that, during the extended period of the contract, it will be paid in accordance with the applicable provisions set out in the current contract.

NCC Procurement Services will advise the contractor of the extension by sending a written notice to the contractor within two weeks of the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

At the end of the contract period and before any files are removed for relocation, the Contractor must give the NCC a detailed report(s) on all current inventory including items that have been temporarily removed for NCC use.

11. Exit Costs

As part of the Government initiative in which transparency and value added contracting practises are used, the NCC must factor in all costs related to a contract in order to assess the potential final cost. The transition costs in this tender document are used to identify the direct and additional costs incurred by a

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procuring entity in the process of moving from one supplier to another.

These transition costs are meant to cover the expenses involved in transferring all warehoused stock from the successful bidder's facility to the next successful bidder's facility at the end of the contract period, should they change. The cost must be all inclusive: retrieval, removal from inventory, reporting, transporting and all other warehouse handling charge to move the goods from the existing warehouse to the winning bidder's warehouse in the National Capital Region. The Estimated Quantities referenced in the Financial Proposal is for evaluation purposes only.

12. Decommission of Files

The anticipated cost associated with the removal of all files from the current service provider to the new service provider.

13. Termination / Expiration of Contract

Upon expiration of any resultant contract, the NCC-owned material as well as material delivered after the expiration date will be transferred to a designated location in accordance with the NCC's instructions. All relocation costs incurred as a result of the transfer shall be reimbursed by the NCC following review and acceptance of the supporting documents by the NCC. Transition costs will apply.

14. Consumer Price Index

The NCC shall use the Consumer Price Index (CPI) to adjust the unit prices for the three (3) option years (if exercised by the NCC). The unit prices for the first 5 years shall be the unit prices as provided by the Contractor. For the three (3) option years (if exercised), the unit prices will be established as follows:

Year Six (6) if exercised

The unit prices (excluding taxes) for the sixth year period shall be based on the unit prices (excluding taxes) of year 5 as provided by the Contractor and indicated above, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of July 2021 and July 2022, plus applicable taxes.

Example only:

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% difference = ((CPI-AIOG for July 2021/CPI-AIOG for July 22) x 100) - 100
= % increase
(decrease if % difference is negative)

Year Seven (7) if exercised

The unit prices (excluding taxes) for the seventh year period shall be based on the unit prices (excluding taxes) as calculated in year 6, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of July 2022 and July 2023, plus applicable taxes.

Year Eight (8) if exercised

The unit prices (excluding taxes) for the eighth year period shall be based on the unit prices (excluding taxes) as calculated in year 7, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of July 2023 and July 2024, plus applicable taxes

Note: The Consumer Price Index – All Items Ottawa-Gatineau (CPI-AIOG) is available on Statistics Canada's website at <http://www40.statcan.ca/l01/cst01/cpis02a-eng.htm> , in table **Consumer Price Index, by city (monthly)**.

Annexes:

1. Mandatory & Rated Requirements Evaluation Grid
2. Financial Proposal (Part A, Part B, and Cost Summary)

Appendix B Off-Site Storage and Disposal Mandatory Requirements and Evaluation Criteria

MANDATORY ITEMS:

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidder's **must** indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Page Number" for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.**

MANDATORY ITEMS	Mandatory Met? Yes or No	Page Number
1. Location Requirement : Warehouse must be located in the National Capital Region. Provide proof.		Page:
2. Security : Employees handling information must possess SECRET clearance. Provide a list of cleared staff along with their clearance numbers and expiry dates.		Page:
3. Security : Must have valid certification for Facility Security Clearance for Classified Secret information. Provide proof.		Page:
4. Security : Must have a valid certification for Document Safeguarding Capability for Classified Secret Information. Provide proof.		Page:
5. Security : Must have a valid Public Service and Procurement Canada certification for the destruction equipment used for disposing of paper and IT media. Provide proof.		
6. Service Requirements : The following services must be available: - Regular delivery - ½ day delivery - emergency delivery (90 minutes) - Satellite offices (Refer to Page 2 of 10 – Statement of Work) Confirm that all the following services will be abided by.		Page:
7. Facility : Warehouse facilities must have adequate security for the following: 1) SILENT HOURS - alarm system connected to civil police or industrial security agent or watchman / guard service 2) BUSINESS HOURS - adequate security procedures Confirm by providing procedures addressing these issues.		Page:

Appendix B Off-Site Storage and Disposal Mandatory Requirements and Evaluation Criteria

EVALUATION CRITERIA

The Technical Proposal will be evaluated according to the following criteria. Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following Evaluation Criteria and assigned weight factors.
- II. Bidders **must** include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's **must** indicate the location of the information relevant to the Evaluation Criteria. Failure to clearly indicate the location of information (page number) in the Evaluation Criteria table may result in the disqualification of the proposal.

EVALUATION CRITERIA

	Deliverable Categories	Page Number (where applicable)	Weight Factor
1	Company Profile and Experience: Bidders must demonstrate that they are currently in the records storage and retrieval business and have been registered as a records storage business for a minimum of one year. Provide : - a brief history, including year established and number of years the company has been offering this type of service. - pertinent information that demonstrates capacity to perform all services of this requirement. - information such as location, number of employees dedicated to this requirement and their expertise.	Page:	20
2	References : Provide two (2) references with projects completed that were similar in scope within the last five (5) years (Provide: Contact name, title, organization, email address, telephone number and a brief summary on each project). The NCC has the right to contact each reference for further details. The NCC reserves the right to also self-reference based on past projects that the contractor has completed for the NCC (if applicable).	Page:	15
3	Facility : Provide details on how the various storage areas are humidity and temperature monitored and controlled.	Page:	10
4	Service Requirements : Scope, challenges and description of the services. Please describe in detail your understanding of the contract scope and specific challenges. Bidders must explain in detail the services to be offered that respects NCC mandatory requirements.	Page:	40
5	Security : Provide details on how secure storage is guaranteed for pending disposal of information.	Page :	10
6	Environmental : The contractor must indicate the steps it is taking to reduce waste and help the environment. Steps may include: a recycling program for shredded material; use of energy efficient lighting; use of timed lighting; eco-friendly vehicles; etc.	Page:	10
7	Disposal : Provide a sample certificate of destruction that includes the date, time and method of destruction.	Page:	10

APPENDIX C
Off-Site Storage and Disposal
FINANCIAL PROPOSAL
LW080

Bidders Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP;
- II. **Pricing must be submitted in a separate sealed package clearly labelled “Financial Proposal” along with the Bidders company name and file number (LW080).** No financial information may appear in the technical proposal;
- III. The Unit Price sheets designate that part of the Work to which a Unit Price Arrangement applies;
- IV. The Unit Price and the Total Price **must** be entered for each item listed;
- V. The Unit Price as tender governs in calculating the Total price, and any errors in the extension of the Unit Price and in the addition of the Total price shall be corrected by the NCC in order to obtain the Total Amount;
- VI. The attached Financial Proposal is the Unit Price Table for the purposes of the tender and the Contract;
- VII. All unit pricing is exclusive of tax and in Canadian dollars;
- VIII. The Financial Proposal must be signed (Cost Summary page) or be subject to disqualification:

SEE ATTACHED FINANCIAL PROPOSAL SHEETS (SIX (6) PAGES)

- PART A – NEW BOX ENTRY, RETRIEVAL COSTS, DELIVERY COSTS, RE-ENTRY COSTS, REBOXING COST, PERMANENT WITHDRAWAL AND DISPOSAL SERVICES.
- PART A1 – COST TO REMOVE BOXES FROM INVENTORY AT THE END OF THE CONTRACT
- PART B1 & B2 – DECOMMISSION AND RECOMMISSION FILES INCLUDING A CASH ALLOWANCE
- COST SUMMARY

BASIS OF AWARD

Proposals obtaining a total minimum score of 70 percent will be considered as technically admissible. The following table specifies the percentage weighting applied to the scores of the Technical Proposal and the Financial Proposal in the determination of the successful bidder:

Proposal	Weight
Technical Proposal's points score	20%
Financial Proposal's points score	80%

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

APPENDIX C

Financial Proposal

Unit Pricing for : New Box Entry, Storage, Climate Controlled Media Storage, Retrieval, Delivery, Re-entry, Reboxing, Permanent Withdrawal, Disposal Services and Box Purchase
LW080 - Off-Site Records Storage and Destruction

			A	B	A X B = C	D	A X D = E	F	A X F = G	H	A X H = I	J	A X J = K
	PART A	UOM	*Estimated yearly quantities	Unit Price Year 1	Yr 1 Totals 2018/19	Unit Price Year 2	Yr 2 Totals 2019/20	Unit Price Year 3	Yr 3 Totals 2020/21	Unit Price Year 4	Yr 4 Totals 2021/22	Unit Price Year 5	Yr 5 Totals 2022/23
	NEW BOX ENTRY	<i>Cost to add a new box to the inventory.</i>											
1	1 cubic foot box (approx 1.2 cubic feet)	per cubic foot	850	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Drawing box	per cubic foot	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Odd sized / display panel / other	per cubic foot	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	STORAGE COST	<i>Cost to store a box in the warehouse. Storage temperature range 18 - 22 degrees celcius and 45 - 60 % relative humidity.</i>											
4	1 box : Dimensions of boxes to house 1 cubic foot of information: 10.5 x 11.5 x 15.25" (majority); 10 x 12.5 x 16"	per cubic foot per month	20,200 cubic feet	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Odd sized / display panel / other	per cubic foot per month	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
6	Drawing box - Dimensions of boxes used: 4 x 4 x 36" (majority); 6 x 6 x 41"; 4 x 4 x 38"	per cubic foot per month	1,840 cubic feet	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	CLIMATE CONTROLLED MEDIA STORAGE	<i>Cost to store a box in a climate controlled area in the warehouse. Storage temperature range 17 - 19 degrees celcius and relative humidity of 30 - 40% For the NCC, this area is mainly for photos, negatives and audio-visual material.</i>											
7	1 cubic foot box - Dimensions of boxes to house 1 cubic foot of information: 10.5 x 11.5 x 15.25" for the majority; 10 x 12.5 x 16" also used.	per box per month	162 cubic feet	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
8	Odd sized / display panel / other	per cubic foot per month	n/a*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
9	Drawing box - Dimensions of boxes used: 4 x 4 x 36" (majority); 6 x 6 x 41"; 4 x 4 x 38"	per box per month	n/a*	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

APPENDIX C

Financial Proposal

Unit Pricing for : New Box Entry, Storage, Climate Controlled Media Storage, Retrieval, Delivery, Re-entry, Reboxing, Permanent Withdrawal, Disposal Services and Box Purchase
LW080 - Off-Site Records Storage and Destruction

			A	B	A X B = C	D	A X D = E	F	A X F = G	H	A X H = I	J	A X J = K
	PART A	UOM	*Estimated yearly quantities	Unit Price Year 1	Yr 1 Totals 2018/19	Unit Price Year 2	Yr 2 Totals 2019/20	Unit Price Year 3	Yr 3 Totals 2020/21	Unit Price Year 4	Yr 4 Totals 2021/22	Unit Price Year 5	Yr 5 Totals 2022/23
	RETRIEVAL COSTS	<i>Cost to retrieve boxes from the warehouse.</i>											
10	Regular retrieval - box	per box	2,250	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11	Regular retrieval - file	per file	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
12	1/2 day retrieval - box	per box	250	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
13	1/2 day retrieval - file	per file	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
14	Urgent retrieval - box	per box	60	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
15	Urgent retrieval - file	per file	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
16	After hours / weekend / holiday retrieval - box	per box	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
17	After hours / weekend / holiday retrieval - file	per file	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
	DELIVERY COST	<i>Deliveries and pick-ups are to be consolidated as much as possible in order to ensure cost effectiveness and to avoid duplication of services. NCC will provide advance notification of boxes to be picked up at the time of a scheduled delivery.</i>											
18	Regular retrieval - box delivery	per delivery	250	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
19	Regular retrieval - file delivery	per delivery	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
20	1/2 day retrieval - box delivery	per delivery	26	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
21	1/2 day retrieval - file delivery	per delivery	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
22	Urgent retrieval - box delivery	per delivery	24	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
23	Urgent retrieval - file delivery	per delivery	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
24	After hours / weekend / holiday delivery - box	per delivery	22	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
25	After hours / weekend / holiday delivery - file	per delivery	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a

**APPENDIX C
Financial Proposal**

Unit Pricing for : New Box Entry, Storage, Climate Controlled Media Storage, Retrieval, Delivery, Re-entry, Reboxing, Permanent Withdrawal, Disposal Services and Box Purchase
LW080 - Off-Site Records Storage and Destruction

			A	B	A X B = C	D	A X D = E	F	A X F = G	H	A X H = I	J	A X J = K
	PART A	UOM	*Estimated yearly quantities	Unit Price Year 1	Yr 1 Totals 2018/19	Unit Price Year 2	Yr 2 Totals 2019/20	Unit Price Year 3	Yr 3 Totals 2020/21	Unit Price Year 4	Yr 4 Totals 2021/22	Unit Price Year 5	Yr 5 Totals 2022/23
	RE-ENTRY COST	<i>Cost to return boxes from the warehouse.</i>											
26	Re-entry - box	per box	2,560	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
27	Re-entry - file	per file	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a	\$	**n/a
	REBOXING COST	<i>Reboxing occurs on rare occasions when a box is beyond repair and is incapable of withstanding transport and/or storage. NCC may initiate the reboxing request to the contractor. If the contractor is to initiate the reboxing, confirmation from the NCC is required first.</i>											
28	Cost to rebox contents should a box be in disrepair including the cost of the box - 1.2 cubic foot box	per box	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
29	Cost to rebox contents should a box be in disrepair including the cost of the box - 1 drawing box	per box	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	PERMANENT WITHDRAWAL	<i>Cost to remove an item from the inventory.</i>											
30	1 cubic foot box	per box	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
31	Drawing box	per box	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
32	Odd sized / display panel / other	per cubic foot	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
	DISPOSAL SERVICES	<i>Cost to destroy a box and its contents. Cost must be all inclusive.</i>											
33	Destruction of paper material	per standard box (1.2 cubic feet)	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
34	Destruction of designated protected paper material	per standard box (1.2 cubic feet)	50	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
35	Destruction of classified secret paper material	per standard box (1.2 cubic feet)	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

APPENDIX C

Financial Proposal

Unit Pricing for : New Box Entry, Storage, Climate Controlled Media Storage, Retrieval, Delivery, Re-entry, Reboxing, Permanent Withdrawal, Disposal Services and Box Purchase
LW080 - Off-Site Records Storage and Destruction

	PART A	UOM	A	B	A X B = C	D	A X D = E	F	A X F = G	H	A X H = I	J	A X J = K
			*Estimated yearly quantities	Unit Price Year 1	Yr 1 Totals 2018/19	Unit Price Year 2	Yr 2 Totals 2019/20	Unit Price Year 3	Yr 3 Totals 2020/21	Unit Price Year 4	Yr 4 Totals 2021/22	Unit Price Year 5	Yr 5 Totals 2022/23
36	Destruction of other media	per standard box (1.2 cubic feet)	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
37	Destruction of other media designated protected	per standard box (1.2 cubic feet)	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
38	Destruction of other media classified secret	per standard box (1.2 cubic feet)	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS PER YEAR (items 1 to 38)					\$		\$		\$		\$		\$

Sub-Total Part A (Year 1 to 5) : \$

BOX PURCHASE PRICE		<i>This is to provide the NCC with pricing on boxes offered for sale by the contractor. NCC does not necessarily purchase supplies from the contractor unless it is for reboxing purposes.</i>											
1	Standard box (1.2 cubic feet)	per box	100	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Drawing box	per box	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Plasticized acid free box (1.2 cubic feet)	per box	5	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* Estimated quantities are based on offsite statistics from 2017/18 and are for bidding evaluation purposes only.

** n/a indicates the NCC did not have this requirement in the past but is requesting a unit price based on the UOM

APPENDIX C
Financial Proposal
Transition and Commission Costs
LW080- Off-Site Records Storage and Destruction

PART A1: Exit Costs		This is a one-time cost per unit of measurement at the end of the contract. These fees will only be applicable should the contractor not be the successful bidder at the end of the contract. The fees are not subject to a CPI increase and must remain firm for the duration of the contract.		
COST TO REMOVE BOXES FROM INVENTORY AT THE END OF THE CONTRACT				
	ITEM	UOM	*Estimated Quantities	END OF CONTRACT PRICE
REGULAR STORAGE		<i>Storage temperature range 18 - 22 degrees celcius and 45 - 60 % relative humidity.</i>		
1	1 cubic foot box (approx 1.2 cubic feet)	per cubic foot	20,200	\$
2	Drawing box	per cubic foot	1,840	\$
3	Odd sized / diplay panel / other	per cubic foot	100	\$
CLIMATE CONTROLLED MEDIA STORAGE.		<i>Storage temperature range 17 - 19 degrees celcius and relative humidity of 30 - 40% For the NCC, this area is mainly for photos, negatives and audio-visual material.</i>		
4	1 cubic foot box (approx 1.2 cubic feet)	per cubic foot	162	\$
5	Drawing box	per cubic foot	1	\$
6	Odd sized / diplay panel / other	per cubic foot	1	\$
SUB-TOTAL FOR PART 1A :				\$

*The estimated quantities are based on current invoice quantities and are subject to fluctuation.

PART B - Transition Costs

PART B1 : DECOMMISSION FILES BY THE CURRENT SERVICE PROVIDER - PERMANENT WITHDRAWAL

CASH ALLOWANCE : \$100,000.00

PART B2 : RECOMMISSION FILES BY THE NEW SERVICE PROVIDER - NEW BOX ENTRY		Unit of Measure	**Estimated Quantities (A)	Unit Prices (B)	Totals (A x B = C)
1	Box (mainly 1.2 cubic foot boxes)	per cubic foot	20,200	\$	\$
2	Drawing box (mainly 0.72 cubic foot boxes)	per cubic Foot	1,840	\$	\$
3	Box in climate controller storage	per cubic Foot	162	\$	\$
SUB-TOTAL FOR PART B2 :					\$

**Estimated quantities are for bidder evaluation purposes only.

APPENDIX C
Financial Proposal
Cost Summary
LW080 - Off-Site Records Storage and Destruction

BASIS OF AWARD	<p>In order to assess all costs that may be incurred by the NCC as a result of a potential transition to a new service provider, Basis of Award will proceed in the following order, starting with Step 1 :</p> <ul style="list-style-type: none"> • STEP 1: Basis of award will be the bidder who meets all terms, conditions and mandatory requirements and : • STEP 2: passes the rated requirements with a minimum 70% (Technical Proposal is worth 20% of total overall value) and : • STEP 3: evaluate the Cost Summary (Appendix C) results (Financial Proposal worth 80% of total overall value), and : • STEP 4: the NCC will proceed with the highest overall value after Step 3 costs are calculated.
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COST SUMMARY		TOTAL	
PART A	SUB-TOTAL PART A (Items 1 to 38)	\$	
PART A1	SUB-TOTAL PART A1 (Items 1 - 6)	\$	
PART B1	DECOMMISSION FILES BY THE CURRENT SERVICE PROVIDER - PERMANENT WITHDRAWAL.CASH ALLOWANCE OF \$100,000	\$100,000.00	NOTE: Part B1 and B2 are not applicable for current service provider.
PART B2	RECOMMISSION FILES BY THE NEW SERVICE PROVIDER - NEW BOX ENTRY.SUB-TOTAL PART B2 (Items 7 - 9)	\$	
	SUB-TOTAL (PART A, A1 and B1, B2 if applicable)	\$	
		13% OHST	\$
	5 YEAR GRAND TOTAL	\$	

COMPANY NAME : _____

SIGNATURE : _____

INSTRUCTIONS TO TENDERERS

1. Address

The tender envelope shall be addressed to Procurement Services, National Capital Commission, 40 Elgin Street, Security Office on the 2nd floor, Ottawa, Ontario K1P 1C7.

The name and address of the tenderer and the due time and date of the tender shall be clearly shown on the envelope.

2. Delivery of Tenders

Tenders must be received by the National Capital Commission on or before the exact time and date set for their reception. Care must be taken to mail or deliver tenders in good time as tenders received after the specified time and date will not be accepted or considered and will be returned unopened.

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

4. Revision of Tenders

The tenderer may revise his tender by fax, or letter provided it is received before the tender closing date and time.

Faxes, letters or telegrams must clearly indicate required changes.

5. Acceptance of Offer

The lowest or any tender not necessarily accepted.

6. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

INSTRUCTIONS TO TENDERERS

If description, units of measure and estimated quantities are shown on the Tender/Contract form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.

Type or legibly print the tenderer's full business name, address and telephone number under the spaces provided for the Contractor's Full Business Name and Contractor's Business Address respectively.

Sign the Tender/Contract form in the space provided as indicated below.

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

Do not make any entry in the signature section marked for Commission use only.

The tenderer should retain a copy of the tender for his record.

7. Insurance

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than **\$2,000,000.00**. Insurance is to cover damage resulting from accident as well as negligence. **A copy of the policy must be given to the National Capital Commission prior to commencing work.**

NOTE: These Instructions need **NOT** be submitted with your tender.

8. Applications for Approval Certificates

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.

9. Letter of Notification

Once a company is identified as the preferred bidder and is in receipt of a Letter of Notification, the following documents must be submitted within five (5) working days:

- Certificate of Insurance (\$2,000,000 aggregate)
- Name and coordinates of the Company Security Representative (CSR)

GENERAL CONDITIONS

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.

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.

GENERAL CONDITIONS

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.

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

GENERAL CONDITIONS

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 subsection 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.

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:

GENERAL CONDITIONS

- 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.

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.

GENERAL CONDITIONS

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 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.

GENERAL CONDITIONS

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.

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

GENERAL CONDITIONS

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.
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

GENERAL CONDITIONS

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.

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 two million (\$2 000 000.00) 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.

SECURITY REQUIREMENTS

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 **Secret***.

****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;

SECURITY REQUIREMENTS

- 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](#)

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

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

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

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

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : 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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

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

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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