

REQUEST FOR PROPOSAL
Horticultural Services

NCC TENDER FILE #

AL1783

ADDRESS ENQUIRIES TO:

Allan Lapensée, Sr. Contract Officer
Allan.lapensee@ncc-ccn.ca

BID CLOSING:

March 22, 2019 at 3:00:59pm Ottawa time

RETURN TO:

**National Capital Commission
 Procurement Services
 40 Elgin Street, Security office on the 2nd floor
 Ottawa, ON K1P 1C7
 Refer to NCC tender file # AL1783**

ADDENDUM ACKNOWLEDGEMENT:

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

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

Contractor's Name & Address Tel: Fax: Email address :	Print Name	Date
	Signature _____	

REQUEST FOR PROPOSAL
Horticultural Services

1. Questions and requests for clarification from Bidders will be accepted until 12:00 noon on March 13, 2019. 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 Allan Lapensée at email allan.lapensee@ncc-ccn.ca.
2. As a green initiative, the NCC requests that the 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. A debriefing of a Proponent's Technical Proposal will be provided if requested to the NCC Contracting Authority identified in the RFP within 15 days of receipt of the notice. The debriefing will include an outline of the reasons the submission was not successful.
4. 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. The winning bidder must complete a direct deposit payment and tax information form in full before awarding a contract.
5. The Statement of Work, Occupational Health & Safety requirements, Security requirements and General Conditions will also form part of the resulting contract.
6. 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.
7. 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 Bidder and/or any/all Bidders.
8. Transmittal of proposals by facsimile is not acceptable.
9. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this Request for Proposal. Notwithstanding the foregoing, Bidders are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
10. 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.

11. The Commission shall not be obligated to reimburse or compensate any Bidder, 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.
12. 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 Bidder 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.
13. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting 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's General Conditions.

14. Delivery of Proposals and Mandatory Requirements

BID CLOSING:

March 22, 2019 at 3:00:59pm Ottawa time. 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

SUBMIT TO:

National Capital Commission
Procurement Services
40 Elgin Street, Security office on the 2nd floor
Ottawa, ON K1P 1C7
Refer to NCC tender file # AL1783

Mandatory Requirements - Each Proposal must consist of the following:

- i. ENVELOPE A
 1. Provide Tender Security. Note: Please DO NOT seal your Tender Security in the Financial Proposal envelope (envelope B)
 2. Page 1 of this Request for Proposal is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms and conditions of the Request for Proposal and any/all other attachments.
 3. The proposed grower and the proposed floral maintenance company must each provide proof of membership in at least one of the following associations;
 - a. Landscape Ontario Horticultural Trades Association
 - b. Canadian Nursery Landscape Association

- c. Association Québécoise des Producteurs en Pépinière (AQPP)
 - d. Fédération Interdisciplinaire de l'Horticulture Ornementale du Québec (FIHOQ)
4. Four (4) duplicate copies of your technical proposal. The technical proposal must respond to the Mandatory & Rated Requirements in order to attempt to qualify to provide Horticultural Services for the National Capital Commission (referred to as the "Commission" or the "NCC") as described in the attached Statement of Work.

ii. ENVELOPE B

1. Financial Fee proposal must be completed in its entirety, signed and submitted in a sealed price envelope B separate from envelope A documents.

15. - The Proposal Evaluation will follow a three stage process:

- i. Stage 1 – verifies that the proposal meets the mandatory requirements (see 14, 14 i and 14 ii). All proposals received on time will be reviewed to ensure that the mandatory requirements have been met. Proposals complying with the mandatory requirements shall be considered compliant and proceed to stage 2 of the evaluation process. Proposals that are not in compliance with the mandatory requirements shall be treated as non-compliant and receive no further consideration.
- ii. Stage 2 – evaluates the proposals and attributes points according to the Rated Requirements and Evaluation Criteria table.
 - 1. Rated Requirements (RR). Each proposal in compliance with stage 1 will be evaluated and rated as follows:
 - a. RR 1: Grower - 50 pts
 - b. RR 2: Maintenance Company - 50 points
 - c. RR 3: Horticulturist supervisor - 50 points
 - d. RR 4: References - 100 points

against the Evaluation Criteria table (except References)

Each proposal must attain a minimum of 175 points out of 250 in total to be deemed responsive and to further proceed to stage 3 of the evaluation process. Proposals that do not achieve the minimum required score shall be deemed non-responsive and receive no further consideration. In such cases, the financial proposal envelopes shall be returned unopened to the Bidder

iii. Stage 3 – evaluates the financial requirements of Bidders.

1. The financial fee proposal that presents the lowest GRAND TOTAL amount for the three (3) years, including taxes will be approached first

RATED REQUIREMENTS (RR)

Bidders must clearly demonstrate they possess the necessary experience to deliver the full range of services stipulated in the Statement of Work. Bidders shall provide the following information:

RATED REQUIREMENT 1 (RR 1): GROWER (FOUR (4) PAGES MAXIMUM), 50 POINTS

- Name and describe the legal entity with which the NCC will be dealing;
- Provide the address of the grower's head office and those of any additional locations;
- Indicate the number of years the company has been in business;
- Identify the various types of services provided by the Grower to his/her former and current clients;
- Describe two previous contracts carried out by the Grower. Said contracts must demonstrate the Grower has the facilities and expertise to provide the services requested in this tender;
- Give the monetary value of the contracts and year in which they were executed;

RATED REQUIREMENT 2 (RR 2): MAINTENANCE COMPANY (FOUR (4) PAGES MAXIMUM), 50 POINTS

- Provide the full name of the company which employs the horticulturist supervisor and the address of the head office and those of any additional locations;
- Indicate the number of years the company has been in business;
- Identify the various types of services provided by the company to his/her former and current clients;
- Describe two previous contracts carried out by the company. Said contracts must demonstrate the company has the equipment and experience to provide the services requested in this tender;
- List the monetary value of the contracts and year in which they were executed;

RATED REQUIREMENT 3 (RR 3): HORTICULTURIST SUPERVISOR (TWO (2) PAGES OR LESS), 50 POINTS

- Name of the horticulturist supervisor and a brief CV, describing his/her professional experience, listing certifications, achievements, etc.;
- List and describe two previous contracts carried out or supervised by the horticulturist. Said contracts must demonstrate the horticulturist has the accumulated experience, supervisory skills and expertise to provide the services requested in this tender;

RATED REQUIREMENT 4 (RR 4): REFERENCES, 100 POINTS

- Provide a minimum of two (2) client references for floral maintenance services performed that are similar to those described in the Statement of Work, indicating the name, phone number and e-mail address of the contact person. Please do not provide any letters of reference since the NCC will email a Client Reference Form to the Bidder's client references for completion. The NCC reserves the right to auto reference if a Bidder has performed similar floral maintenance services for the NCC, currently or in the past.
- See References section

REFERENCES

- Provide a list of at least 2 client references indicating the name and valid e-mail address of the contact person. Please do not provide any letters of reference.
- The client references must be for which the Bidder most recently or currently does business with (services comparable to the Work required by this RFP).
- For Bidders with a current NCC Contract, the NCC reserves the right to auto-reference by completing its own client reference form and factoring its total into the average score calculation. NCC's current Project Manager overseeing similar services of the bidder will complete the client reference form.
- The NCC may contact, but will have no obligation to contact any or all client references provided by the Bidder to verify and validate any information submitted by Bidder.
- In the event that the NCC contacts client references, the NCC will email each client reference representative a modified version of questionnaire found on client reference form. The NCC will modify the questionnaire to include the name of the Bidder, the reference contract, and the Bidder's client reference representative's name and email address as indicated in the Bidder's Proposal. Client reference representatives will be asked to complete the form and return the NCC Contracting Authority within 5 business days of being sent by the NCC. The NCC Contracting Authority will notify the Bidder in writing if the Bidder's client reference does not return a fully completed Client Reference Form within five (5) business days of being sent by the NCC. From the date of being notified by the Contracting Authority that a fully completed Client Reference Form has not been received by the NCC, the Bidder will be given additional five (5) business days to follow-up with their client reference representative to duly complete and submit the said form to the NCC Contracting Authority.
- The client reference representative should:
 - Validate specific information identified in the client reference form about the Bidder's reference project;
 - Insert requested information on the form (general information, questions, scores, etc.) ; and
 - Return the completed form to the NCC Contracting Authority within the period indicated.
- It is incumbent upon the Bidder to ensure that its client reference representative is available, will complete, and will return the completed said form to the NCC Contracting Authority. The Bidder may wish to provide its client reference representatives with advance copies of the client reference form and advise them on the future requirements to complete the said form.
- The Bidder should verify with their client reference representatives not only their availability to complete the client reference form but also that she/he has authorization within their own organization to provide the reference.
- Any portion of the Proposal information that is not validated by the client reference representative, or any proposed representative project for which no client reference was provided or for which the Bidder was unable to have its client reference representatives duly complete and submit to the NCC, will not be evaluated.
- Client Reference Forms Evaluation Scoring

0 points: No client reference forms were provided to the NCC's Contracting Authority or the NCC could not auto reference

Average score: 1 to 100 points based on completed Client Reference forms (including NCC auto reference form, if applicable)

Example:

Form 1: 78 points

Form 2: 86 points

Average score = 82 points

A minimum of one (1) client reference form (including NCC auto reference, if applicable) is required to calculate the Average score

REQUEST FOR PROPOSAL
Horticultural Services

NCC TENDER FILE #

AL1783

EVALUATION CRITERIA TABLE

	0%	20%	40%	70%	85%	100%
RATED REQUIREMENT 1 (RR 1): GROWER	Did not submit information which could be evaluated	Very little experience in providing large multi-year greenhouse growing services similar to the Contract being tendered.	Little experience in providing large multi-year greenhouse growing services similar to the Contract being tendered.	Adequate experience in providing large multi-year greenhouse growing services, similar to the Contract being tendered	Very good experience in providing large multi-year greenhouse growing services, similar to the Contract being tendered	Superior experience in providing large multi-year greenhouse growing services, similar to the Contract being tendered
RATED REQUIREMENT 2 (RR 2): MAINTENANCE COMPANY	Did not submit information which could be evaluated	The contractor has neither the qualifications nor the experience necessary to meet the requirements of the contract.	The contractor is lacking the qualifications and the experience necessary to meet the requirements of the contract.	The contractor has an acceptable level of qualifications and experience necessary in order to deliver the requirements of the contract.	The contractor has most of the qualifications and experience necessary to deliver the requirements of the contract.	The contractor has all the qualifications and experience necessary to deliver the requirements of the contract.
RATED REQUIREMENT 3 (RR 3): HORTICULTURIST SUPERVISOR	Did not submit information which could be evaluated	The individual has neither the qualifications nor the experience necessary to deliver the requirements of the contract.	The individual is lacking the qualifications and the experience necessary to deliver the requirements of the contract.	The individual has an acceptable level of qualifications and experience necessary in order to deliver the requirements of the contract.	The individual has most of the qualifications and experience necessary to deliver the requirements of the contract.	The individual has all the qualifications and experience necessary to deliver the requirements of the contract.

REQUEST FOR PROPOSAL
Horticultural Services

NCC TENDER FILE #

AL1783

TENDER SECURITY – SEE SEPARATE ANNEX

REQUEST FOR PROPOSAL
Horticultural Services

NCC TENDER FILE #

AL1783

ENVELOPE B - FINANCIAL FEE PROPOSAL

		TRANSFER AMOUNTS HERE
Line A	Subtotal 2019	
Line B	Subtotal 2020	
Line C	Subtotal 2021	
MAIN SUBTOTAL (SUM OF LINES A, B, C)		
13 % HST ON MAIN SUBTOTAL		
GRAND TOTAL		

_____ SUBMITTED BY

_____ SIGNATURE

_____ DATE

REQUEST FOR PROPOSAL
Horticultural Services

NCC TENDER FILE #

AL1783

ENVELOPE B - FINANCIAL FEE PROPOSAL (CONTINUED)

All-inclusive unit prices for these products, items and quantities must be submitted.
 The quantities are estimates only and may be adjusted (increased or decreased by up to 10%).

(*) Exceptionally, plant material is supplied by the NCC for year one (2019) of the Contract. Unit price before taxes for year 2019.

A	B	C	D	E = C + D	F	G = E x F
Description	Unit	Unit price for material before taxes (*)	Unit price for installation & maintenance before taxes	Total per item before taxes	Quantity	Total per category before taxes
Priority I planter for 2019	each				99	
Priority II planter for 2019	each				153	
Inventory Plants for planters for 2019	each				499	
Line A					Subtotal 2019	

_____ SUBMITTED BY

_____ SIGNATURE

_____ DATE

REQUEST FOR PROPOSAL
Horticultural Services

ENVELOPE B - FINANCIAL FEE PROPOSAL (CONTINUED)

All-inclusive unit prices for these products, items and quantities must be submitted.
 The quantities are estimates only and may be adjusted (increased or decreased by up to 10%).

Unit price before taxes for year 2020.						
A	B	C	D	E = C + D	F	G = E x F
Description	Unit	Unit price for material before taxes	Unit price for installation & maintenance before taxes	Total per item before taxes	Quantity	Total per category before taxes 2020
Priority I planter for 2020	each				99	
Priority II planter for 2020	each				153	
Inventory Plants for planters for 2020	each				499	
Line B					Subtotal 2020	

_____ SUBMITTED BY

_____ SIGNATURE

_____ DATE

REQUEST FOR PROPOSAL
Horticultural Services

ENVELOPE B - FINANCIAL FEE PROPOSAL (CONTINUED)

All-inclusive unit prices for these products, items and quantities must be submitted.
 The quantities are estimates only and may be adjusted (increased or decreased by up to 10%).

Unit price before taxes for year 2021						
A	B	C	D	E = C + D	F	G = E x F
Description	Unit	Unit price for material before taxes	Unit price for installation & maintenance before taxes	Total per item before taxes	Quantity	Total per category before taxes
Priority I planter for 2021	each				99	
Priority II planter for 2021	each				153	
Inventory Plants for planters for 2021	each				499	
Line C					Subtotal 2021	

_____ SUBMITTED BY

_____ SIGNATURE

_____ DATE

**CLIENT REFERENCE FORM SENT BY THE NCC
FORMULAIRE DE RÉFÉRENCE DE CLIENT ENVOYÉ PAR LA CCN**

Bidder Name : / Nom du soumissionnaire:	
<input type="checkbox"/> : Grower / Floriculteur <input type="checkbox"/> : Maintenance / Entretien <input type="checkbox"/> : Horticulturist / Horticulteur	
Reference Contract Description : / Description du contrat de référence:	
Client Reference Representative: / Représentant de la référence de client:	
Client Representative's Email: / Courriel du représentant de la référence de client :	

PART PARTIE 1: CLIENT REFERENCE INFORMATION / INFORMATION DE RÉFÉRENCE DU CLIENT

Are you the right person to speak on behalf of your organization with regards to this reference? Êtes-vous la bonne personne pour parler au nom de votre organisation en ce qui concerne cette référence?	Yes / oui	No / non
Can you confirm that the aforementioned bidder has provided you with grower/maintenance/horticulturist services? Pouvez-vous confirmer que le soumissionnaire susmentionné vous a livrés des services de floriculteur/d'entretien ou d'horticulteur?	Yes / oui	No / non

PART PARTIE 2 : 2.1 CONTRACT INFORMATION / INFORMATION SUR LE CONTRAT

Contract award amount / Montant du marché adjugé	Contract award date / Date de l'adjudication du marché
Final contract amount / Montant final du contrat	Contract completion date / Date d'achèvement du contrat

**CLIENT REFERENCE FORM SENT BY THE NCC
FORMULAIRE DE RÉFÉRENCE DE CLIENT ENVOYÉ PAR LA CCN**

2.2 QUALITY OF THE SERVICES RENDERED / QUALITÉ DES SERVICES EXÉCUTÉS

The client representative is to consider how the services compares with:

- the norms in the area in which the services were carried out
- the contractor's compliance with any quality provisions outlined in the contract
- the quality of services provided by other contractors on similar contracts

Le représentant de client doit évaluer la qualité de services en fonction de ce qui suit :

- le respect des normes de la région s'appliquant aux services réalisés
- la conformité de l'entrepreneur aux exigences de qualité comprises dans le contrat
- la qualité de l'exécution des services accomplis par d'autres entrepreneurs dans le cadre de contrats similaires réalisés sur des sites semblables.

This is the rating of the quality of the services performed against the requirements of the contract. / Il s'agit de l'évaluation de la qualité des services exécutés contre les exigences du contrat.

Unacceptable / Inacceptable	1 to/à 7	Insert 1 to 25 Insérer 1 à 25
Not satisfactory / Non-satisfaisant	8 to/à 17.4	
Satisfactory / Satisfaisant	17.5 to/à 20	
Superior / Supérieur	21 to/à 25	

2.3 TIME / DÉLAI D'EXÉCUTION

For the purpose of evaluating the timely delivery of services, consideration must be given to conditions beyond the contractor's control.

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

- availability of, and access to the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers/suppliers
- major change(s) in scope
- cumulative effect of changes
- timely decisions, clarifications, approvals, payments in due time
- delays caused by subcontractors

Afin d'évaluer les délais d'exécution, on doit considérer les facteurs qui échappent au contrôle de l'entrepreneur.

Prendre en considération les facteurs hors du contrôle de l'entrepreneur, par exemple :

- disponibilité du chantier et accès au chantier
- modifications des conditions du sol ou du chantier
- température
- grèves
- problèmes d'approvisionnement en matériel et en équipement provenant des fabricants/fournisseurs
- modifications importantes à la portée du projet
- effets cumulatifs des modifications
- décisions, clarifications, approbations, paiements en temps opportun
- les retards occasionnés par des sous-traitants.

This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor. / Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.

Unacceptable / Inacceptable	1 to/à 7	Insert 1 to 25 Insérer 1 à 25
Late / En retard	8 to/à 17.4	
On time / À temps	17.5 to/à 20	
Ahead of schedule / En avance sur le calendrier	21 to/à 25	

**CLIENT REFERENCE FORM SENT BY THE NCC
FORMULAIRE DE RÉFÉRENCE DE CLIENT ENVOYÉ PAR LA CCN**

2.4 CONTRACT MANAGEMENT / GESTION DE CONTRAT

The effectiveness of the contractor to administer the contract in accordance with the contract documents.

Consideration should be given to: Did the contractor

- effectively manage and complete all services site activities
- promptly provide reasonable quotations for changes to the original scope of services
- cooperate when issued directions by the client representative
- interpret the contract documents accurately
- establish effective quality control procedures
- effectively coordinate and manage the services of its subcontractors
- promptly correct defective services as the maintenance contract progressed
- promptly correct services deficiencies and incomplete services
- in the time frame specified, provide its contract security, Insurance Certificate fully executed and WSIB where applicable
- submit an updated Schedule if so specified
- pay subcontractors and suppliers in a timely fashion in accordance with the terms and conditions of its subcontracts
- apply for, obtain and pay for all necessary permits, licenses and certificates
- maintain records of the maintenance contract
- provide information promptly when requested to do so
- expedite and co-operate in the settlement of all disputes

Efficacité avec laquelle l'entrepreneur a administré le contrat conformément aux dispositions contenues dans la partie « prioritaire » des documents contractuels.

Il faut examiner si l'entrepreneur a :

- géré et achevé efficacement toutes les activités sur le(s) site(s)
- proposé rapidement des prix raisonnables pour les modifications à l'énoncé des services initial
- accepté les directives du représentant de client
- interprété les documents contractuels avec exactitude
- mis en place des procédures de contrôle de la qualité efficaces
- coordonné et géré efficacement les services confiés à des sous-traitants
- corrigé promptement les services défectueux en cours de contrat d'entretien
- corrigé rapidement les services non acceptables et terminé les services incomplets après notice
- fourni, dans le délai prescrit, une garantie contractuelle, un certificat d'assurance dûment signés et le formulaire de la CSST, le cas échéant
- fourni un calendrier à jour, sur demande
- payé rapidement les sous-traitants et les fournisseurs conformément aux conditions des contrats de sous-traitance
- demandé, obtenu et payé tous les permis, licences et certificats nécessaires
- tenu des dossiers sur le contrat d'entretien
- fournir promptement les renseignements demandés
- accélère et coopère dans le règlement des différends

This is the rating of how the contract was administered in accordance with the provisions expressed in the contract.

Voici l'évaluation de la façon dont le contrat a été administré conformément aux exigences du contrat.

Unacceptable / Inacceptable	1 to/à 7	
Not satisfactory / Non-satisfaisant	8 to/à 17.4	
Satisfactory / Satisfaisant	17.5 to/à 20	
Superior / Satisfaisant	21 to/à 25	

**CLIENT REFERENCE FORM SENT BY THE NCC
FORMULAIRE DE RÉFÉRENCE DE CLIENT ENVOYÉ PAR LA CCN**

2.5 HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

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

Consideration should be given to: Did the contractor

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

Efficacité avec laquelle l'entrepreneur a géré et administré les dispositions

relatives à la santé et à la sécurité au travail telles que stipulées dans les documents contractuels et dans les règlements provinciaux ou ceux s'appliquant normalement au lieu des travaux.

Il faut examiner si l'entrepreneur a :

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

This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial legislation or those otherwise applicable) were managed and administered. / Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou dans tout autre document) ont été gérées et administrées.

Unacceptable / Inacceptable	1 to/à 7	Insert 1 to 25 Insérer 1 à 25
Not satisfactory / Non-satisfaisant	8 to/à 17.4	
Satisfactory / Satisfaisant	17.5 to/à 20	
Superior / Satisfaisant	21 to/à 25	

Total points / Pointage total / 100

END OF FORM / FIN DU FORMULAIRE

Table on Contents / Table de matiere

TENDER SECURITY REQUIREMENTS	2
OBLIGATION TO PROVIDE CONTRACT SECURITY	4
TYPES AND AMOUNTS OF CONTRACT SECURITY.....	4
IRREVOCABLE STANDBY LETTER OF CREDIT	5
RETURN OF SECURITY DEPOSIT	6
SECURITY DEPOSIT - FORFEITURE OR RETURN	6
EXIGENCES RELATIVES À LA GARANTIE DE SOUMISSION	7
OBLIGATION DE DÉPOSER UNE GARANTIE CONTRACTUELLE.....	9
TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE	9
LETTRE DE CRÉDIT IRRÉVOCABLE.....	11
REMISE DU DÉPÔT DE GARANTIE	11
DÉPÔT DE GARANTIE – CONFISCATION OU REMISE	12

TENDER SECURITY REQUIREMENTS

1. The Bidder shall submit tender security with the tender in the form of a bid bond OR a security deposit in an amount of \$ 5,000.00
2. A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> . The approved form for the bid bond is enclosed at the end of this document.
3. A security deposit shall be an original, properly completed, signed where required and be either:
 - a. a bill of exchange, bank draft or money order payable to the NCC;
 - b. bonds of, or unconditionally guaranteed as to principal and interest by, the Government of Canada; or
4. A bill of exchange, bank draft or money order referred to in subparagraph 3)(a) shall be certified by or drawn on:
 - a. a corporation or institution that is a member of the Canadian Payments Association;
 - b. a corporation that accepts public deposits and repayment of the deposits is unconditionally guaranteed by Her Majesty in right of a province;
 - c. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the "Régie de l'assurance-dépôts du Québec" to the maximum permitted by law;
 - d. a corporation, association or federation incorporated or organized as a credit union or cooperative credit society that conforms to the requirements of a credit union which are more particularly described in paragraph 137 (6)(b) of the *Income Tax Act*; or
 - e. Canada Post Corporation.
5. If a bill of exchange, bank draft or money order is drawn on an institution or corporation other than a chartered bank, it must be accompanied by proof that the said institution or corporation meets at least one of the criteria described in paragraph 4), either by letter or by a stamped certification on the bill of exchange, bank draft, or money order.
6. For the purposes of this section, a bill of exchange is an unconditional order in writing signed by the Bidder and addressed to an approved financial institution, requiring the said institution to pay, on demand, at a fixed or determinable time, a certain sum of money to, or to the order of, the NCC.
7. Bonds referred to in subparagraph 3)(b) shall be provided on the basis of their market value current at the date of solicitation closing, and shall be:
 - a. payable to bearer;
 - b. accompanied by a duly executed instrument of transfer of the bonds to the NCC in the form prescribed by the Domestic Bonds of Canada Regulations; or
 - c. registered as to principal or as to principal and interest in the name of the NCC pursuant to the Domestic Bonds of Canada Regulations.

NCC tender file AL1783 - Tender Security & Contract Security Requirements
CCN appel d'offre AL1783- Exigences relatives à la Garantie de soumission et Garantie contractuelle

8. As an alternative to a security deposit an irrevocable standby letter of credit is acceptable to the NCC and the amount shall be determined in the same manner as a security deposit referred to above.
9. An irrevocable standby letter of credit referred to in paragraph 8) shall:
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant) or on its own behalf:
 - i. is to make a payment to, or to the order of, the NCC as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the NCC;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or
 - iv. authorizes another financial institution to negotiate against written demand(s) for payment provided that the terms and conditions of the letter of credit are complied with.
 - b. state the face amount which may be drawn against it;
 - c. state its expiry date;
 - d. provide for sight payment to the NCC by way of the financial institution's draft against presentation of a written demand for payment signed by the NCC Contract Administrator identified in the letter of credit by his/her office;
 - e. provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face value of the letter of credit;
 - f. provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600;
 - g. clearly specify that it is irrevocable or deemed to be irrevocable pursuant to article 6 c) of the International Chamber of Commerce (ICC) Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600; and
 - h. be issued or confirmed, in either official language, by a financial institution which is a member of the Canadian Payments Association and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.
10. Tender security shall lapse or be returned as soon as practical following:
 - a. the solicitation closing date, for those Bidders submitting non-compliant tenders; and
 - b. the administrative tender review, for those Bidders submitting compliant tenders ranked fourth to last on the schedule of tenders; and
 - c. the award of contract, for those Bidders submitting the second and third ranked tenders; and
 - d. the receipt of contract security for the successful Bidder; or
 - e. the cancellation of the solicitation, for all Bidders.
11. Notwithstanding the provisions of paragraph 10) and provided more than three (3) compliant tenders have been received, if one or more of the tenders ranked third to first is withdrawn or rejected for whatever reason, then the NCC reserves the right to hold the security of the next highest ranked compliant tender in order to retain the tender security of at least three (3) valid and compliant tenders

OBLIGATION TO PROVIDE CONTRACT SECURITY

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

TYPES AND AMOUNTS OF CONTRACT SECURITY

1. The successful Contractor shall deliver to the NCC (a), (b) OR (c):
 - a. A performance bond and a labour and material payment bond each in an amount that is equal to not less than 30% of the Contract Amount including taxes.
 - b. A labour and material payment bond in an amount that is equal to not less than 30% of the Contract Amount including taxes, and a security deposit in an amount of \$ 5,000.00.
 - c. A security deposit in an amount prescribed by subparagraph 1)(b), plus an additional amount of \$ 5,000.00.
2. The amount of a security deposit referred to in subparagraph 1)(b) shall not exceed \$2,000,000 regardless of the Contract Amount including taxes.
3. A performance bond and a labour and material payment bond referred to in paragraph 1) shall be in a form and be issued by a bonding or surety company that is approved by the NCC.
 - a. The approved form for the performance bond is enclosed at the end.
 - b. The approved form for the labour and material payment bond is enclosed at the end.
 - c. The list of approved bonding or surety companies is displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> .
4. A security deposit referred to in subparagraphs 1)(b) and 1)(c) shall be in the form of:
 - a. a bill of exchange, bank draft or money order made payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself;or

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

IRREVOCABLE STANDBY LETTER OF CREDIT

1. As an alternative to a security deposit, an irrevocable standby letter of credit is acceptable to the NCC, the amount of which shall be determined in the same manner as a security deposit referred to in TYPES AND AMOUNTS OF CONTRACT SECURITY.
2. An irrevocable standby letter of credit shall:
 - a. be an arrangement, however named or described, whereby a financial institution (the "Issuer") acting at the request and on the instructions of a customer (the "Applicant") or on its own behalf:
 - i. is to make a payment to, or to the order of, the NCC as the beneficiary;
 - ii. is to accept and pay bills of exchange drawn by the NCC;
 - iii. authorizes another financial institution to effect such payment or accept and pay such bills of exchange; or

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

RETURN OF SECURITY DEPOSIT

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

SECURITY DEPOSIT - FORFEITURE OR RETURN

1. If the Work is taken out of the Contractor's hands, or the Contractor is in breach of, or in default under, the Contract, the NCC may convert a security deposit to the NCC's own use.
2. If the NCC converts a security deposit, the amount realized shall be deemed to be an amount due from the NCC to the Contractor under the Contract.
3. Any balance of the amount realized that remains after payment of all losses, damage and claims of the NCC and others shall be paid by the NCC to the Contractor if, in the opinion of the NCC, it is not required for the purposes of the Contract.

EXIGENCES RELATIVES À LA GARANTIE DE SOUMISSION

1. Le soumissionnaire doit inclure dans sa soumission une garantie de soumission sous la forme d'un cautionnement de soumission OU d'un dépôt de garantie. Ladite garantie doit représenter au moins 5 000,00 \$, quel que soit le montant de la soumission.
2. Le cautionnement de soumission doit être établi dans une forme approuvée, être dûment rempli, porter une ou des signatures originales et provenir d'une compagnie dont les cautionnements sont acceptés par la CCN au moment de la clôture des soumissions ou d'une compagnie désignée sur la liste affichée au site Web suivant : <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=14494>. Le formulaire approuvé de cautionnement de soumission figure à la fin de la présente section.
3. Le dépôt de garantie doit être un original, dûment rempli et signé dans l'espace prévu, ce peut être :
 - a. une lettre de change, une traite bancaire ou un mandat de poste à l'ordre de la CCN; ou
 - b. des obligations du gouvernement du Canada ou des obligations garanties inconditionnellement quant au capital et aux intérêts par le gouvernement du Canada; ou
4. La lettre de change, la traite bancaire ou le mandat de poste visé(e) à l'alinéa 3)a) doit être certifié(e) par ou tiré(e) sur :
 - a. une société ou une institution membre de l'Association canadienne des paiements; ou
 - b. une société qui accepte du public des dépôts dont le remboursement est garanti sans conditions par Sa Majesté du chef d'une province; ou
 - c. une société qui accepte les dépôts assurés par la Société d'assurance-dépôts du Canada ou la Régie de l'assurance-dépôts du Québec jusqu'au maximum permis par la loi; ou
 - d. une société, une association ou une fédération constituée ou organisée comme caisse de crédit ou société coopérative de crédit, qui se conforme aux exigences d'une caisse de crédit, lesquelles sont décrites de façon plus précise à l'alinéa 137(6) (b) de la *Loi de l'impôt sur le revenu*; ou
 - e. la Société canadienne des postes.
5. Si une lettre de change, une traite bancaire ou un mandat de poste est certifié(e) par une institution ou une société autre qu'une banque à charte, elle/il doit être accompagné(e) d'une preuve, sous la forme d'une lettre ou d'une attestation estampillée sur la lettre de change, la traite bancaire ou le mandat de poste confirmant que ladite institution ou société appartient à au moins l'une des catégories mentionnées à l'alinéa 4.
6. Au sens du présent article, une lettre de change est un ordre inconditionnel écrit, signé par le soumissionnaire, donné à une institution financière agréée et obligeant ladite institution à verser, sur demande et à une certaine date, une certaine somme à la CCN ou à l'ordre de cette dernière.
7. Les obligations visées au sous-alinéa 3) b) doivent être fournies à leur valeur courante du marché à la date limite de réception des soumissions, et doivent être
 - a. soit payables au porteur; ou
 - b. soit accompagnées d'un acte dûment exécuté de transfert des obligations à la CCN sous la forme prescrite par le Règlement concernant les obligations intérieures du Canada; ou
 - c. soit enregistrées quant au principal, ou quant au principal et intérêts à la fois au nom de la CCN conformément au Règlement concernant les obligations intérieures du Canada.

8. Une lettre de crédit de soutien irrévocable est acceptable par la CCN comme alternative à un dépôt de garantie et le montant doit être établi de la même façon qu'un dépôt de garantie mentionné ci-dessus.
9. Une lettre de crédit de soutien irrévocable mentionnée à l'alinéa 8) :
 - a. doit être un arrangement, quel qu'en soit le nom ou la description, en fonction duquel une institution financière (l'émetteur) agissant conformément aux instructions ou aux demandes d'un client (demandeur), ou en son nom propre, qui
 - i. verse un paiement à la CCN, en tant que bénéficiaire;
 - ii. accepte et paye les lettres de change tirées par la CCN;
 - iii. autorise une autre institution financière à effectuer un tel paiement ou à accepter et à payer de telles lettres de change; ou
 - iv. autorise une autre institution financière à négocier, à la suite d'une demande écrite de paiement, à condition que les modalités de la lettre de crédit soient respectées;
 - b. précise la somme nominale qui peut être retirée;
 - c. précise sa date d'expiration;
 - d. prévoit le paiement à vue à la CCN à partir de la lettre de change de l'institution financière sur présentation d'une demande écrite de paiement signée par l'administrateur de contrat de la CCN identifié dans la lettre de crédit par son bureau;
 - e. prévoit que plus d'une demande écrite de paiement puisse être présentée à condition que la somme de ces demandes ne dépasse pas la valeur nominale de la lettre de crédit;
 - f. prévoit son assujettissement aux Règles et usances (usages) uniformes (RUU) relatives aux crédits documentaires, révision de 2007, publication de la CCI no 600;
 - g. précise clairement leur nature irrévocable ou qui est jugée irrévocable en vertu de l'article 6 c) des Règles et usances (usages) uniformes (RUU) relatives aux crédits documentaires, révision de 2007, publication de la CCI no 600 et;
 - h. est émise ou confirmée, dans l'une ou l'autre des langues officielles, par une institution financière qui est membre de l'Association canadienne des paiements et qui est sur le papier en-tête de l'émetteur ou du confirmateur. La mise en page est laissée à la discrétion de l'émetteur ou du confirmateur.
10. La garantie de soumission viendra à échéance ou sera retournée, dans des délais raisonnables, suivant :
 - a. la date de fermeture des soumissions, pour un soumissionnaire dont la soumission est non-conforme; et
 - b. la révision administrative des soumissions, pour les soumissionnaires dont la soumission est conforme et classée du quatrième au dernier rang dans l'échelle de classement; et
 - c. l'octroi du contrat, pour les soumissionnaires dont la soumission est retenue et classée au deuxième et troisième rang dans l'échelle de classement; et
 - d. la réception de la garantie contractuelle, pour le soumissionnaire retenu; ou
 - e. l'annulation de l'invitation, pour tous les soumissionnaires.
11. Nonobstant les dispositions de l'alinéa 10 et à condition que trois (3) soumissions conformes ou plus aient été reçues, si une ou plusieurs des soumissions classées du troisième au premier rang sont retirées ou rejetées, pour quelques raisons que ce soit, la CCN se réserve le droit de retenir la

garantie de la soumission conforme suivante afin de retenir la garantie de soumission d'au moins trois (3) soumissions valides et conformes.

OBLIGATION DE DÉPOSER UNE GARANTIE CONTRACTUELLE

1. L'entrepreneur retenu doit, à ses frais et dans les 14 jours suivant la réception d'un avis confirmant que la CCN accepte son offre, obtenir et déposer auprès de la CCN une garantie contractuelle sous l'une ou plusieurs des formes prescrites dans la TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE.
2. Si la totalité ou une partie de la garantie contractuelle déposée se présente sous la forme d'un dépôt de garantie, cette garantie est conservée et traitée conformément à la REMISE DU DÉPÔT DE GARANTIE et à la DÉPÔT DE GARANTIE - CONFISCATION OU REMISE.
3. Si une partie de la garantie contractuelle déposée se présente sous la forme d'un cautionnement pour le paiement de la main-d'œuvre et des matériaux, l'entrepreneur doit en afficher une copie à l'emplacement des travaux.
4. Le dépôt de la garantie contractuelle, selon les modalités précisées dans les présentes, constitue une des conditions préalables à l'autorisation du premier paiement progressif.
5. En plus des limites imposées en vertu de l'alinéa 4), l'entrepreneur reconnaît et accepte qu'il n'aura pas accès au site des travaux, ni ne pourra commencer les travaux visés par le contrat, jusqu'à ce qu'il ait versé la garantie contractuelle selon les modalités précisées dans les présentes.

TYPES ET MONTANTS DE LA GARANTIE CONTRACTUELLE

1. L'entrepreneur retenu doit déposer auprès de la CCN soit a), b) OU c):
 - a. Un cautionnement d'exécution et un cautionnement pour le paiement de la main-d'œuvre et des matériaux, représentant chacun au moins 30 % du montant du contrat, taxes incluses
 - b. Un cautionnement pour le paiement de la main-d'œuvre et des matériaux pour une somme, représentant au moins 30 % du montant du contrat, taxes incluses, et un dépôt de garantie représentant un montant de 5 000,00 \$.
 - c. Un dépôt de garantie représentant le montant de garantie prescrit au sous-alinéa 1)b) , majoré d'un supplément s'élevant à un montant de 5 000,00 \$.
2. Le montant maximum du dépôt de garantie requis en vertu du sous-alinéa 1)b) de la CG9.2 est de 2 000 000 \$, quel que soit le montant du contrat taxes incluses.
3. Le cautionnement d'exécution et le cautionnement pour le paiement de la main-d'œuvre et des matériaux mentionnés à l'alinéa 1) doivent être présentées en utilisant un formulaire approuvé par la CCN et provenir d'une compagnie de cautionnement reconnue par la CCN.
 - a. Le formulaire approuvé de cautionnement d'exécution est inclus à la fin de la section.

- b. Le formulaire approuvé de cautionnement pour le paiement de la main-d'œuvre et des matériaux est inclus à la fin de la section. ; et
 - c. La liste des compagnies de cautionnement reconnues est affichée sur le site Web suivant : <http://www.tbs-sct.gc.ca/pol/doc-fra.aspx?id=14494>
4. Le dépôt de garantie mentionné aux sous-alinéas 1)b) et 1)c) consiste en:
- a. une lettre de change, une traite bancaire ou un mandat de poste établi à l'ordre de la CCN et certifié par une institution financière approuvée ou tiré par une institution financière approuvée sur son propre compte; ou
 - b. des obligations du gouvernement du Canada ou des obligations garanties inconditionnellement quant au capital et aux intérêts par le gouvernement du Canada.
 - c.
5. Aux fins du sous-alinéa 4)a) :
- a. une lettre de change est un ordre inconditionnel donné par écrit par l'entrepreneur à une institution financière agréée et obligeant ladite institution à verser, sur demande et à une certaine date, une certaine somme à la CCN ou à l'ordre de cette dernière;
 - b. si une lettre de change, une traite bancaire ou un mandat de poste est certifié(e) ou tiré par une institution financière ou une institution autre qu'une banque à charte, elle/il doit être accompagné(e) d'une lettre ou d'une attestation estampillée confirmant que l'institution financière appartient à au moins l'une des catégories mentionnées au sous-alinéa 5)c) ;
 - c. une institution financière agréée est :
 - i. une société ou institution membre de l'Association canadienne des paiements;
 - ii. une société qui accepte les dépôts assurés par la Société d'assurance-dépôts du Canada ou la Régie de l'assurance-dépôts du Québec, et ce, jusqu'au maximum autorisé par la loi;
 - iii. une société qui accepte les dépôts du public et pour laquelle le remboursement des dépôts est garanti par Sa Majesté au nom d'une province;
 - iv. une société, une association ou une fédération constituée ou organisée comme caisse de crédit ou société coopérative de crédit, qui se conforme aux exigences d'une caisse de crédit, lesquelles sont plus amplement décrites au paragraphe 137(6) de la *Loi de l'impôt sur le revenu*; ou
 - v. La Société canadienne des Postes.
6. Les obligations mentionnées au sous-alinéa 4)b) doivent être fournies à leur valeur courante sur le marché à la date du contrat et être :
- a. payables au porteur; ou
 - b. accompagnées d'un document de transfert dûment exécuté à l'ordre de la CCN, et dans la forme prescrite par le *Règlement sur les obligations intérieures du Canada*; ou
 - c. soit enregistrées quant au capital ou quant au capital et aux intérêts au nom de la CCN, conformément au *Règlement sur les obligations intérieures du Canada*.

LETTRE DE CRÉDIT IRRÉVOCABLE

1. En tant que solution de remplacement à un dépôt de garantie, la CCN accepte une lettre de crédit irrévocable, dont le montant est établi selon les modalités prévues pour un dépôt de garantie visé dans la CG9.2 *Types et montants de la garantie contractuelle*.
2. La lettre de crédit irrévocable doit:
 - a. constituer une disposition, quelle que soit sa désignation ou description, en vertu de laquelle une institution financière (l'« émetteur »), agissant à la demande et selon les instructions d'un client (le « requérant »), ou à son nom,
 - i. doit verser un paiement à la CCN ou l'établir à son ordre, à titre de bénéficiaire;
 - ii. doit accepter et payer les lettres de change tirées par la CCN;
 - iii. autorise une autre institution financière à effectuer un tel paiement ou à accepter et payer lesdites lettres de change; ou
 - iv. autorise une autre institution financière à négocier, à la suite d'une demande écrite de paiement, à condition que les termes et conditions de la lettre de crédit soient respectées.
 - b. indiquer le montant nominal que l'on peut tirer;
 - c. porter une date d'expiration;
 - d. prévoir le paiement à vue à l'ordre de la CCN à partir de la lettre de change de l'institution financière sur présentation d'une demande écrite de paiement signée par la CCN;
 - e. prévoir que plus d'une demande écrite de paiement puisse être présentée à condition que la somme de ces demandes ne dépasse pas la valeur nominale de la lettre de crédit;
 - f. prévoir son assujettissement aux Règles et usances (usages) uniformes relatives aux crédits documentaires de la Chambre de commerce internationale (CCI), révision de 2007, publication n° 600 de la CCI;
 - g. préciser clairement qu'elle est irrévocable ou qu'elle est réputée l'être conformément à l'alinéa 6c) des Règles et usances (usages) uniformes relatives aux crédits documentaires de la Chambre de commerce internationale (CCI), révision de 2007, publication n° 600 de la CCI;
 - h. être émise ou confirmée par une institution financière agréée sur son papier à en-tête, dans l'une ou l'autre des langues officielles avec une mise en page à la discrétion de l'émetteur ou du confirmateur.

REMISE DU DÉPÔT DE GARANTIE

1. Après la délivrance du certificat d'achèvement substantiel et à condition que l'entrepreneur n'ait pas manqué à ses engagements en vertu du contrat ou ne soit pas en défaut au terme du contrat, la CCN doit retourner à l'entrepreneur la totalité ou toute partie du dépôt de garantie qui, de l'avis de la CCN, n'est pas requise aux fins du contrat.

2. Après la délivrance du certificat d'achèvement, la CCN doit retourner à l'entrepreneur le solde de tout dépôt de garantie, sauf stipulation contraire du contrat.
3. Si le dépôt de garantie a été versé, la CCN doit payer à l'entrepreneur l'intérêt sur ledit dépôt selon le taux établi en application de l'article 21(2) de la *Loi sur la gestion des finances publiques*.

DÉPÔT DE GARANTIE – CONFISCATION OU REMISE

1. Si les travaux sont retirés à l'entrepreneur ou que ce dernier manqué à ses obligations ou est en défaut aux termes du contrat, la CCN peut s'approprier le dépôt de garantie, s'il en est.
2. Si la CCN s'approprie le dépôt de garantie, le montant obtenu en l'occurrence est réputé être un montant payable à l'entrepreneur par la CCN en vertu du contrat.
3. Tout solde du montant obtenu, s'il en est, après paiement de toutes pertes, dommages ou réclamations de la CCN et des tiers, sera payé par la CCN à l'entrepreneur si, selon la CCN, ce solde n'est pas nécessaire pour les fins du contrat.

BID BOND

Bond Number _____

Amount \$ 5,000

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

Obligee, hereinafter called the NCC, In the amount of _____ dollars

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

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

SIGNED AND SEALED this _____ day of _____, _____. WHEREAS, the Principal has

submitted a written tender to the NCC, dated the _____ day of _____, _____,

for: _____.

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

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
 - 2. upon notification of acceptance of tender, furnish a Performance Bond and a Payment of Labour and Material Bond for each at 30% of the bid amount excluding taxes, or, "Cash" in the amount of \$ 10,000 or other security acceptable to the NCC;
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

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

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

PERFORMANCE BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

Obligee, hereinafter called the NCC, In the amount of _____ dollars

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

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

SIGNED AND SEALED this _____ day of _____, _____. WHEREAS, the Principal has

entered into a Contract with the NCC, dated the _____ day of _____, _____,

for: _____.

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

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

LABOUR AND MATERIAL PAYMENT BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal,
hereinafter called the Principal, and _____ as Surety, hereinafter

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

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

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

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

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

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

.../2

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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

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

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

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.

GENERAL CONDITIONS

5. Permits and By-Laws

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

6. Canadian Labour and Materials

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

7. Publicity

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

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

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

9. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

10. Co-operation with other Contractors

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

11. Claims Against and Obligations of the Contractor or Subcontractor

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

12. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

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

GENERAL CONDITIONS

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

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

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

14. Changes in soil conditions, National Capital Commission delays

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

15. Protesting Project Manager/Officer's Decision

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

GENERAL CONDITIONS

16. Suspension or Termination of the Contract

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

17. Security Deposit

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

18. No Additional Payment

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

GENERAL CONDITIONS

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

19. Determination of Costs

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

20. Records to be Kept by Contractor

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

21. Extension of Time

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

22. Cleaning of Work

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

GENERAL CONDITIONS

23. Project Manager/Officer's Certificates

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

24. Payment

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

GENERAL CONDITIONS

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

25. Correction of defects

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

GENERAL CONDITIONS

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

27. Workers Compensation

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

Occupational Health and Safety Requirements

1. General

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

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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 **Reliability** *

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	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 or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

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

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

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.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

NCC-CCN

Statement of Work - Horticultural Services

Statement of Work for Floral Displays Along Confederation Boulevard In Canada's Capital
Core Area

TABLE OF CONTENTS

1	INTENT	2
2	TERM	2
3	SCOPE AND GEOGRAPHIC BOUNDARIES	2
3.1	CONTRACTOR’S RESPONSIBILITIES.....	2
3.2	NCC’S RESPONSIBILITIES	3
4	GENERAL REQUIREMENTS	3
4.1	DEFINITIONS	3
4.2	COMPLIANCE.....	4
4.3	APPLICABLE LAWS AND PERMITS.....	4
4.4	OWNERSHIP AND COPYRIGHT	5
4.5	METHOD OF INVOICING.....	5
4.6	EMPLOYEES.....	5
4.7	VEHICLES AND EQUIPMENT	6
4.8	MATERIAL STANDARDS AND SPECIFICATIONS	6
4.9	TEAMWORK AND COLLABORATION	7
4.10	MEDIA RELATIONS	7
4.11	DAMAGED CAUSED BY CONTRACTOR	7
4.12	DAMAGE OR VANDALISM.....	8
4.13	HOURS OF WORK.....	8
4.14	WASTE MANAGEMENT	8
4.15	PUBLIC SAFETY	8
5	REQUIREMENTS AND SPECIFICATIONS	8
5.1	NCC-APPROVED GROWER	8
5.2	FLORAL CONTAINERS AND OTHER ASSETS	9
5.3	PLANTS	10
5.4	PLANTING.....	11
5.5	MAINTENANCE	11
5.6	MOVING PLANTERS	13
5.7	END OF SEASON PROCEDURES	13
6	APPENDICES	14
6.1	APPENDIX 1 - CONTRACT BOUNDARIES.....	15
6.2	APPENDIX 2 – QUALITY STANDARDS FOR ANNUALS	16
6.3	APPENDIX 3 – MATERIAL STANDARD GUIDELINES.....	17
6.4	APPENDIX 4 – ASSET INVENTORY	18
6.5	APPENDIX 5 – PLANTER TYPES.....	19
6.6	APPENDIX 6 – TYPICAL FLORAL DESIGN DRAWINGS	20
6.7	APPENDIX 7 – TYPICAL PLANT LIST	21

1 INTENT

The National Capital Commission is a federal Crown corporation created by Canada's Parliament in 1959 under the [National Capital Act](#). Building on more than a century of experience, the NCC provides unique value in the Capital Region by fulfilling three specific roles: long-term planner of federal lands, principal steward of nationally significant public places, and creative partner committed to excellence in development and conservation. As part of its mission, the NCC manages a floral program consisting of spring bulbs and summer annuals and perennials.

2 TERM

The National Capital Commission (NCC) is seeking the services of a contractor to supply horticultural services in the form of growing, caring for and maintaining annuals for the NCC's floral planters along Confederation Boulevard in Canada's Capital. The contract is for three (3) years from April 1st 2019 to October 31st 2021.

3 SCOPE AND GEOGRAPHIC BOUNDARIES

The Contractor shall provide personnel, material and facilities to accomplish the following tasks:

1. Supply the material, equipment and greenhouse facilities to grow¹, care for and maintain the plants requested by the NCC;
2. Supply qualified personnel and necessary equipment to transport, plant, arrange and maintain floral displays throughout the growing season from early June to mid-October, including the Canadian Thanksgiving week;
3. Supply qualified personnel and necessary equipment to remove floral displays, clean and return planter liners and other material to the NCC warehouse at the end of the growing season.
4. Supply a qualified horticulturist to coordinate and monitor the growing of the plant material, and to supervise the maintenance work performed. The horticulturist will interface with the NCC throughout the term of the contract.

Planters are supplied and installed by the NCC along the Confederation Boulevard located in Ottawa (Ontario) and Gatineau (Québec). There are approximately 252 floral planters of various styles to be managed and maintained by the contractor. Quantities may vary by $\pm 10\%$.

All prices for services listed herein must include the cost of materials, growing and planting mediums, fertilizer, geotextile, gravel, water, labour (including horticultural expertise) and any other products, materials and services necessary for the delivery and maintenance of the highest quality floral displays.

The Contractor shall provide services within the geographic boundaries indicated in Appendix 1 - Contract Boundaries.

3.1 CONTRACTOR'S RESPONSIBILITIES

The Contractor shall provide at his/her own expense all materials¹ and services included and required as part of this contract. The Contractor shall also, as an integral part of this contract, be responsible to make all necessary

¹ Plant material necessary for year one of the contract (2019) has already been ordered and purchased by the NCC.

adjustments to the required service/maintenance schedules to respond to changes, variations and unforeseen weather or other conditions or situations which may impact the quality of the floral display. The Contractor shall also supply all² plant material which will be sourced from the qualified grower that forms part of the proposal, along with all the equipment required to fulfill the obligations of the contract.

The Contractor shall ensure that competent personnel are in place at all times to carry out the work of the contract. This includes ensuring that similarly competent back up personnel are available in case any event, regardless of its cause, renders staff unavailable for completion of the contract. The Contractor is responsible for hiring and retaining high quality and experienced sub-contractors including the Grower which meet or exceed the requirements set out in this contract.

3.2 NCC'S RESPONSIBILITIES

The NCC will:

- Ensure that all contractual obligations are continuously met by the Contractor;
- Provide a Contract Management Officer (CMO);
- Provide the plant material list, planting layout and Confederation Boulevard Street Furniture Layouts;
- Install, relocate and remove the planters as necessary;
- Provide storage services for all portable assets (plastic liner tubs, liner trays, liner supports, etc.), except for the plant material which is to be supplied and delivered to the Contractor's place of business. These assets shall be picked up by the Contractor from the NCC Woodroffe storage depot and transported and installed/placed on site as part of this contract. Access to the Warehouse must be arranged through the NCC CMO, at least 48 hours in advance.

The Woodroffe storage depot is located at 1740 Woodroffe Avenue, Ottawa, K2G 3R8

4 GENERAL REQUIREMENTS

4.1 DEFINITIONS

The following terms within this document will be defined as:

Contract Management Officer (CMO); refers to an NCC employee or delegate whose function is to monitor and manage the contract on behalf of the NCC.

Contractor; refers to the successful Proponent.

Floral Planter; refers to a floral display container.

Grower; refers to the supplier of the plant material to the Contractor.

NCC; refers to the National Capital Commission and its designated representatives.

NCR; refers to the National Capital Region: Ottawa, Ontario and Gatineau, Quebec.

² Plant material necessary for year one of the contract (2019) has been ordered and purchased by the NCC.

Priority I; is an instant display composed of larger-sized potted annuals at the following locations: the War Memorial, Plaza Bridge and in front of building at 80 Wellington. Priority I planters shall be planted first and removed last, and they shall be given priority over all other locations during the growing season.

Priority II; refers to all other planter display locations.

Term: means the period commencing April 1, 2019 and terminating March 31, 2022.

Terms of Reference (TOR); refers to the present document which specifies the terms of the contract, pending contract terms, the specifications of the product to be delivered, services to be provided and operational service requirements to satisfy.

4.2 COMPLIANCE

All services of these Terms of Reference shall be performed in accordance with all federal, provincial and municipal laws, regulations and by-laws.

4.3 APPLICABLE LAWS AND PERMITS

These Terms of Reference and contract resulting therefrom are 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. The Contractor must obtain, at his/her cost, all the licenses and permits required in respect to the execution of the work in the provinces of Ontario and Quebec, including but not limited to, City of Ottawa encroachment permits and other similar permits that may, or may not be required by the City of Gatineau.

4.3.1 CITY OF OTTAWA REGULATIONS

Special regulations apply within the City of Ottawa including, but not limited to:

- The obstruction of a sidewalk, either partial or complete is not authorized.
- Operating in a no-stopping zone requires a special permit from the City of Ottawa.
- When a maintenance activity does not require the use of a vehicle, work should be done on foot. Examples include weeding, pinching, deadheading, etc.
- Activities which are performed from the roadway must be completed before or after peak traffic hours. Peak traffic hours are from 7:00-9:00 am and 3:30-5:30 pm. Monday to Friday.
- If a maintenance activity is to have a major impact on traffic or bus routes and requires the closure of part of the road, a notice of two days for minor impact and five days for major impact must be provided to the City of Ottawa.

The Contractor shall ensure that his personnel possess knowledge of City of Ottawa safety guidelines for the safe handling of used needles and syringes. Please consult the City of Ottawa web site: <http://www.ottawa.ca/>

4.3.2 NCC REGULATIONS

The Contractor shall ensure its agents and employees are familiar with and comply with *NCC Traffic and Property Regulations*, *NCC Animal Regulations* and other specific directives relating to its facilities and services.

4.4 OWNERSHIP AND COPYRIGHT

The NCC retains ownership of all plant material, and all planters including plastic tubs. The NCC retains the design rights of plant material selection. It shall be a term of any proposal or resulting contract that the copyright of all documents, plans, designs, ideas, concepts, models and drawings, any industrial designs, and all materials and tools supplied by the NCC remain under the sole authority and ownership of the NCC. The Contractor will be granted permission to use all plans, designs and drawings, only for the delivery of services listed herein, for the duration of the contract. The Contractor shall not produce or sell such products without the express prior written consent of the NCC.

4.5 METHOD OF INVOICING

Based on the total contract price for one year, the Contractor shall invoice the NCC in accordance with the following schedule:

- 30% of the awarded amount for one year to be invoiced on April 1st
- 30% on June 20th
- 10% on July 20th
- 10% on August 20th
- 10% on September 20th
- 10% on October 20th

Payments will be issued net 30 days after receipt of an approved invoice.

4.6 EMPLOYEES

Any employee hired by the Contractor shall be fluent in one of the two official languages of Canada, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

Any employee hired by the Contractor will be relieved of his/her duties and immediately replaced by the Contractor, if in the opinion of the NCC, this employee is unqualified or is acting in a manner contrary to the best interests of the NCC or if the employee does not meet the requirements stated above.

The Contractor shall ensure that he/she is able to demonstrate at any time to the NCC that he/she is in compliance with the employee experience requirements by providing any and all proof of work experience and qualifications for all of his/her employees.

4.6.1 WORK DRESS

All field employees of the Contractor shall be neatly dressed, at the Contractor's expense and wear approved safety equipment when required. All employees shall wear an appropriate standard uniform adapted to their area of activity with the company name prominently displayed.

4.6.2 TRAINING AND EXPERIENCE

The Contractor shall ensure that the following requirements are met and maintained by their employees for the duration of the Term of the contract:

- One contract supervisor who will serve as the principal contact and main intermediary with the CMO throughout the Term. The supervisor shall be a qualified and experienced horticulturalist. The supervisor shall be equipped with a cellular phone and be available to take all calls from the NCC during normal working hours for the duration of the Term.
- One full-time field employee certified with a post-secondary degree in horticulture, and at least one (1) year of relevant experience in horticulture work.
- Support staff with appropriate experience and skills to perform the duties of the contract, and at least one season of relevant experience in outdoor maintenance of annual displays. Support staff shall be supervised at all times by the horticulturalist.

4.7 VEHICLES AND EQUIPMENT

The Contractor shall provide all vehicles required to fulfill the contractual obligations of this contract. This includes any vehicles required for transportation purposes and/or for providing maintenance services as requested in this contract. The Contractor shall assume all risks inherent to the use of general or specialized vehicles. All vehicles used by the Contractor shall be kept in a clean and presentable condition, exempt of rust, and shall meet all provincial safety standards. The company name shall be prominently displayed on all road vehicles. Contractor vehicles shall be parked only in designated areas. Parking and driving vehicles on turf areas and pathways must be minimized. Use of off-road motor vehicles is to be limited at all times exclusively to carrying out the Contractor's responsibilities. No vehicles may be used by the Contractor or anyone acting on his behalf for recreational purposes or any other purposes not required by this Contract. Off-road vehicles will be used with care and respect for both the natural resources and visitors' desire of a recreational experience in a natural environment.

To the extent possible the Contractor will minimize unnecessary idling of vehicles which can result in the wastage of fuel and creation of greenhouse gases (refer to municipal by-laws). When replacing fleet vehicles, the NCC encourages the Contractor to select energy efficient and environmentally responsible equipment (small pick-ups, 4-stroke motors, alternate fuels, etc.).

4.8 MATERIAL STANDARDS AND SPECIFICATIONS

All materials required for the contract are the responsibility of the Contractor and must respect all material standards and guidelines of this contract. The material standard guideline detailed in Appendix 3 – Material Standard Guidelines is provided to ensure that the Replacement of any material respects the original design requirements set out by the NCC. The Contractor shall comply with the said material standards and guidelines. The Contractor shall not use an alternate type or lower quality material on any given site, nor shall the Contractor mix types or qualities of material on any site.

When the material used does not meet the NCC material standards and guidelines, and/or if the Contractor is unable to find materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

4.9 TEAMWORK AND COLLABORATION

Good communication and teamwork are essential so that any and all issues that may arise are addressed in an efficient, timely fashion. The Contractor shall be prepared to attend meetings at the NCC headquarters, as well as regular floral evaluation meetings, during the course of the contract.

The NCC shall provide a contract Management Officer (CMO) for this contract who shall be the Contractor's principal contact at the NCC. The CMO shall make random inspections to ensure that all contractual obligations are met. The CMO shall inform the Contractor of his/her observations.

4.9.1 MEETINGS

Following the award of the contract, the Contractor and the NCC will have an initial start-up meeting at the NCC's office to discuss responsibilities, project schedule, procedures and processes.

The Contractor shall arrange a minimum of two meetings between his/her Grower and the NCC-CMO, to provide the NCC the opportunity to inspect plants during production at the nursery facility, and within a time frame that would allow for corrective measures to be taken, and to ensure that the quality standard will be met for delivered plant material. Only fully established, healthy and blooming, plants shall be approved for planting.

All disbursements as a result of the Contractor attending these meetings will be included in the contract bid price.

The NCC-CMO, together with the Contractor and/or the Contractor's representative shall participate in weekly gardener meetings, held on site. The purpose of these weekly meetings is to assess (evaluate) the status of the floral displays, gather feedback and implement corrective measures, if required, in a timely matter. These weekly meetings also provide the opportunity for the Contractor and/or the Contractor's representative to exchange the daily log sheets completed the previous week by the Contractor. Corrective measures will be provided in writing by the CMO to the Contractor, within 24 hours of an assessment. The Contractor is responsible to act upon the requested corrective measures.

Three formal evaluations will be conducted by the NCC representatives and the Contractor and/or Contractor manager (the first one at the end of June, the second one during the summer months, and the third one after Labour Day in September).

4.10 MEDIA RELATIONS

The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC.

4.11 DAMAGED CAUSED BY CONTRACTOR

The Contractor shall be responsible for any damage that he/she causes to NCC property, federal government property and/or private property. Any damage shall be reported immediately to the NCC-CMO. Repairs and/or replacements required as a result of damage caused by the Contractor shall be completed within 48 hours of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs or replacements at the Contractor's expense.

4.12 DAMAGE OR VANDALISM

The Contractor shall notify the NCC-CMO within 24 hours of damaged or stolen plants. The NCC-CMO will then advise the contractor on how to proceed with replacements. It is the Contractor's responsibility to provide additional plants to be used for replacement purposes.

4.13 HOURS OF WORK

All applicable municipal by-laws with respect to hours of work, including those related to noise or other issues, must be followed except in emergency situations. Work on sites must be coordinated in consideration of visitors and/or residents. Work hours on sites used for the staging of special events shall be coordinated with the NCC.

4.14 WASTE MANAGEMENT

The Contractor is encouraged to compost all organic waste generated from this contract, and shall be responsible for all fees related to waste disposal. All waste is to be disposed of in accordance with all applicable federal, provincial and municipal regulations.

4.15 PUBLIC SAFETY

The Contractor shall take all necessary precautions and/or measures to maintain public safety. This includes ensuring that all work, activities or operations undertaken by the Contractor to fulfil the obligations of this contract are accomplished in a manner that does not compromise public safety. Furthermore, the Contractor shall secure any area within a site that might (or has) become a safety hazard. Any such incident shall immediately be reported to the NCC.

5 REQUIREMENTS AND SPECIFICATIONS

This section includes requirements and specifications related to the Grower, plant material, floral planters, plant design and layout, planting specifications and schedule, horticultural floral maintenance and special site requirements. Technical specifications are to be read in conjunction with the contract documents and are to be used as a set of minimum requirements.

The Contractor shall perform all work required to fulfill the obligations of this contract in accordance with all industry standards. Any work performed by the Contractor that does not respect or meet the requirements and specifications is considered non-compliant and constitutes an event of default under this contract.

5.1 NCC-APPROVED GROWER

The Contractor shall be responsible to arrange growing of plant material³, with an NCC-approved greenhouse grower⁴. NCC approval is based on the evaluation of Grower qualifications, which are submitted with the Tender.

³ Plant material necessary for year one of the contract (2019) has been ordered and purchased by the NCC.

⁴ As selected by the NCC in year one of the contract (2019) and as specified in the Contractor's proposal for subsequent years.

5.2 FLORAL CONTAINERS AND OTHER ASSETS

At the beginning of the term of the contract, the Contractor shall be responsible for reporting to the NCC all portable assets with deficiency. At the end of the Term of the contract, the Contractor shall be responsible for returning all assets under his/her custody, in good condition. The Asset Inventory Report assesses and records the quantity and condition of NCC's assets. The decommissioning of assets and their lifecycle replacement will be discussed as a result of this fieldwork and report. The report will be co-signed by the Contractor and the NCC. The fieldwork for this report will be undertaken jointly. An electronic copy will be submitted, followed by a hard copy.

The Contractor shall be responsible for the maintenance and safekeeping of all portable assets identified in Appendix 4 – Asset Inventory (numbers indicated are approximate amounts). The Contractor shall be responsible to maintain all items in a manner that minimizes the deterioration of the assets and the need for NCC investment. The Contractor is not responsible for handling temporary and/or permanent moves of floral planters.

The Contractor shall be responsible for monitoring the condition of all portable assets on the said reports and shall be responsible for the following:

- Ensuring the NCC sign off at the start of the 1st year of the contract (April 1st 2019);
- Ensuring the contract sign-off at the end of the contract.

The Contractor shall be responsible for replacement at his/her own expense of any item(s) missing from the Portable Asset Inventory.

The floral containers used as part of this contract are all supplied by the NCC. The Contractor shall follow the specified layout as outlined in the Confederation Boulevard Street Furniture Layout Book. An updated copy of the book shall be provided to the Contractor annually by the CMO, May 1st of each contract year.

There are three types of floral containers:

- Portable concrete floral planter with recessed panels (Confederation Boulevard style);
- Urns (Supreme Court of Canada only);
- Permanent planters in front of 80 Wellington Street.

5.2.1 PORTABLE CONCRETE PLANTERS

Portable floral concrete planters have an inner plastic liner, and measure approximately 100 cm x 100 cm wide and 26 cm deep. The Contractor shall be responsible for placement of plastic liner tubs and trays inside existing floral planter shells, adding ¾" clear gravel drainage layer and geo-textile fabric, and filling the planters with planting medium mix.

5.2.2 URNS

Permanent urns on the north side of the Supreme Court of Canada building stand over 180 cm in height and have a planting depth of approximately 30 cm. Planting and maintenance activities cannot be performed from the ground.

5.2.3 PERMANENT PLANTERS AT 80 WELLINGTON

Permanent concrete planters on Wellington at Elgin are mostly filled with clean gravel. There is on average 30cm depth for geotextile and planting medium mix.

5.3 PLANTS

All plants used in the design are considered to be tender annual plants. Plants should be acclimatized and hardened off, prior to point of delivery. Plant sizes and quantities within the contract vary, depending on their destined design location. Plants located in Priority I planting sites may require larger container sizes than Priority II. The NCC reserves the right to revise the plant selection and design in the subsequent year(s) of the contract. Plant material shall have been consistently prepared by the grower for maximum fullness and shape appropriate to species, by pinching and other standard horticultural practices.

5.3.1 SUBSTITUTIONS

No species or cultivar substitutions from the approved design shall be permitted unless submitted to and approved by the CMO before seeding or planting by the Grower and/or installation into planters.

5.3.2 AVAILABLE INVENTORY OF REPLACEMENT PLANTS

The Contractor is responsible to supply and maintain an inventory of plants that shall be kept on reserve and used for replacement purposes throughout the summer season, to cover acts of vandalism, poor plant performance and/or third party damage. The additional amount of reserve plant material shall be proportional to the total quantity for each species required, as per the following formula:

From 0 to 100 plants = 20%

From 101 plants and more = 10%.

The additional plants are listed separately on the bid pricing sheets and also indicated on the Floral Containers Plant List and Location, under column marked "Extra Plants" (Appendix 6 – Typical Plant List).

Inventory plants shall be planted in holding beds, or in large holding planters, and stored on the Contractor's work premises. The Contractor shall provide the same level of maintenance to inventory plants, as all other plant material, to ensure inventory plants have the same root and top growth as plants they are meant to replace. After receiving direction from the NCC CMO, the Contractor shall replace plants within 24 hours.

5.3.3 PLANT INSPECTION AND DELIVERY

The Contractor shall arrange a minimum of two meetings to enable the NCC to inspect plants during their growth at the Grower's greenhouse facility, within a time frame that allow for corrective measures to be taken to ensure that quality standards are met when plants are actually being delivered. All plants must be of size, species, and variety, as specified on the plant list.

The Contractor shall co-ordinate the schedule and timing of plant delivery, with the Grower, to ensure that the NCC-CMO is able to be present for inspection of plants at delivery.

The contractor shall also coordinate a meeting with the NCC-CMO to inspect the planting soil and mix prior to its use. The NCC-CMO must approve the soil mix to ensure that it meets the standards identified in the contract.

The NCC-CMO requires a minimum of 48 hours' notice of plant delivery. The Contractor must also coordinate delivery with the planting schedule and good weather, undertaking all necessary measures to avoid transplant shock. In order to ensure the highest quality displays, plants should be delivered on site in 2 or 3 shipments, to avoid extensive storage on site.

Only fully established, healthy and fully budded plants at the time of arrival will be accepted for planting. If any material is deemed unacceptable after inspection, e.g. due to under-performance or damage in transit, the NCC-CMO will notify the Contractor immediately and confirm the rejection in writing. It will be the Contractor's responsibility to correct the quality/damage problems, including return shipping and replacement of material within 48 hours, at the Contractor's cost.

The contractor must also allow access by the NCC to inspect the inventory of plants to validate counts and to ensure that they are being maintained as per the proper standards.

5.3.4 DESIGN AND LAYOUT

Prior to planting, the Contractor shall carefully review the Planter Planting Layout. The Planter Planting Layout specifies designs of all planters, in terms of Priority I or Priority II locations, exposure (i.e. sun or shade), quantity, size, and species of plants, type of planter and/or planter design layout. For example, a single planter may use one vertical plant in the centre and four cascading plants in corners, versus a grouping of four planters which may require the use of four vertical plants in the centre and only four cascading plants in corners. Planters shall be grouped in such a way as to allow cascading plants to be located on the outside corners of the grouping of four planters. The NCC-CMO shall monitor and guide the Contractor during the planting process.

The Contractor shall also follow the specified planter layouts as outlined in the Confederation Boulevard Street Furniture Layout Book. Any modifications are to be approved by the NCC-CMO. Installation is to be undertaken in accordance with the priority list. The Contractor shall install Priority I site planters before Priority II site planters. The Contractor shall be responsible for the planter display once the tulip display period has ended and the tulip tubs are removed (by others). The Contractor is responsible for coordinating with the CMO to ensure a minimum time lapse between the removal of the tulip display and the installation of the annual floral display.

5.4 PLANTING

Container display set-up shall start the week after the Victoria Day long weekend and be completed by the beginning of June. Actual display date may vary, depending on weather. Display shall continue throughout the summer and end the week after the Thanksgiving long weekend, weather permitting.

5.5 MAINTENANCE

All floral planters must receive daily visits (7 days per week) to monitor overall plant health, verify moisture level, provide any intervention required, such as watering, weeding, pinching, deadheading, cleaning, fertilizing, etc. The Contractor shall log all daily maintenance activities such as watering, fertilizing, weeding, deadheading and pinching (as required and when necessary) according to best horticultural practices to maintain floral displays at an

outstanding health and appearance. The Contractor is responsible for providing maintenance logs to the CMO once per week. The NCC, together with the Contractor, will conduct regular site meetings and evaluations to assess the status of floral displays. Written evaluation reports and directives will be prepared by the NCC and provided to the Contractor.

5.5.1 WATERING

It is essential that the Contractor be prepared to respond immediately to changing environmental conditions by practicing good watering regimens specific to containerized plants. Each planter must receive sufficient water to maintain ongoing soil saturation. The use of softened water is not permitted (it contains dissolved salts that are toxic to plants). A gentle “shower nozzle” and low water pressure shall be used to minimize damage to plants and soil displacement during watering. Water shall be applied to the root zone; planting medium to be saturated with water (water to exit bottom of container during watering). Ensure that the full depth of planters is thoroughly irrigated to provide sufficient water to deep-rooted plants. Do not over-water. Adjust watering schedule to wet and dry conditions.

5.5.2 FERTILIZING

The contractor must ensure that the slow release fertilizer Osmocote 14-14-14 (120 days) is mixed with the planting soil when planting (as per 3-A). The fertilizing program shall begin immediately after installation of floral planters and be maintained throughout the growing season. Ensure planting medium is moist before applying any fertilizer. Immediately after planting, apply water-soluble fertilizer to all floral planters. Water-soluble fertilizers shall be applied to floral planters on a weekly basis alternating 15-30-15 and 20-8-20, or as specified by the NCC-CMO.

5.5.3 DEADHEADING AND PINCHING

The Contractor shall remove (deadhead) spent flowers and/or pinch off “leggy” stems on a regular basis, at least once per week. When necessary, plants in poor condition are to be replaced with healthy plants of same species and similar size.

5.5.4 MEASURING AND REPORTING RESULTS

The Contractor shall ensure that all sites included in this contract are visited and maintained by his/her horticulture-trained staff at least once daily (including weekdays, weekends and holidays) for the duration of the contract. The results of these daily site visits (including all observations, Work requirements, etc.) are to be logged in a written form and kept at the Contractors place of business. Daily log sheets will be provided to the CMO, once a week, during participation in weekly gardeners meetings. Daily log sheets are to be filled each day by the Contractor, beginning the first day of the summer floral display season and ending the last day of the season. The daily log sheets are to be duly filled out, and must contain maintenance issues, emergency situations, observations, public complaints, etc. Daily log sheets will be provided to the CMO, once a week, during participation in weekly gardeners meetings. Any issues which may impact public safety must be reported immediately.

The Contractor must prepare and deliver all reports indicated below (on the dates as specified) and any additional report required by the NCC. The NCC shall provide electronic templates for most reports. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall make corrections or prepare a new report when the initial report is deemed unacceptable by the NCC. The Contractor shall have an extension of 10 Business Days after the deadline to provide a revised or new report satisfactory to the NCC.

Public safety incidents should be reported by telephone to the NCC-CMO within a maximum of two hours if the incident is noted during normal working hours or to the NCC emergency number (613-239-5353) after normal working hours followed by an email, fax or voice-mail message to the CMO. For any incident (emergency, non-emergency), the Contractor shall prepare an occurrence report and forward it to the NCC.

The use of measurement tools such as hydrometer and/or PH meter is strongly recommended to ensure a proper balance of water and fertilizer is applied.

5.5.5 PEST, DISEASE AND WEED CONTROL

The contractor shall protect plants against pests and diseases. The Contractor (after informing the CMO) shall implement an Integrated Pest Management (IPM) approach to deal with pest issues. In general, under this contract, IPM implies the use of cultural, non-chemical methods of pest and disease control. At all times, the Contractor must respect all federal, provincial and municipal regulations in this matter. Early detection is key to the successful treatment of pest and/or fungal diseases. Use of chemical fungicides or insecticides is not approved and will not be authorized for this contract. Cultural (non-chemical) methods shall be used; avoid overhead watering if plants show signs of leaf spot disease, thin out over-crowded plants, use good sanitation practices, use environmentally-friendly products. Weeds shall be manually pulled from all planters as part of regular daily maintenance.

5.5.6 WASTE AND DEBRIS

The Contractor must pick up and remove all organic and inorganic material, including, but not confined to, paper, glass, plastic, metal, condoms, syringes, leaves, cigarette butts and excrement from floral containers. The Contractor is encouraged to compost all organic waste generated from this contract. Inorganic waste (including, but not limited to, condoms, syringes, excrement, etc.) should be transported and disposed of at designated dumpsites in accordance with Cities of Ottawa and Gatineau, provinces of Ontario and Quebec and all federal regulations in that matter.

5.6 MOVING PLANTERS

Planters may need to be moved to make room for events and/or construction. The Contractor is not responsible for temporary and/or permanent moves of floral planters, nor for any damage resulting from a move. The Contractor shall be informed in advance by email of such events. It is the Contractor's responsibility to provide continued horticultural services to those displaced planters (at their new location) during such disruptions.

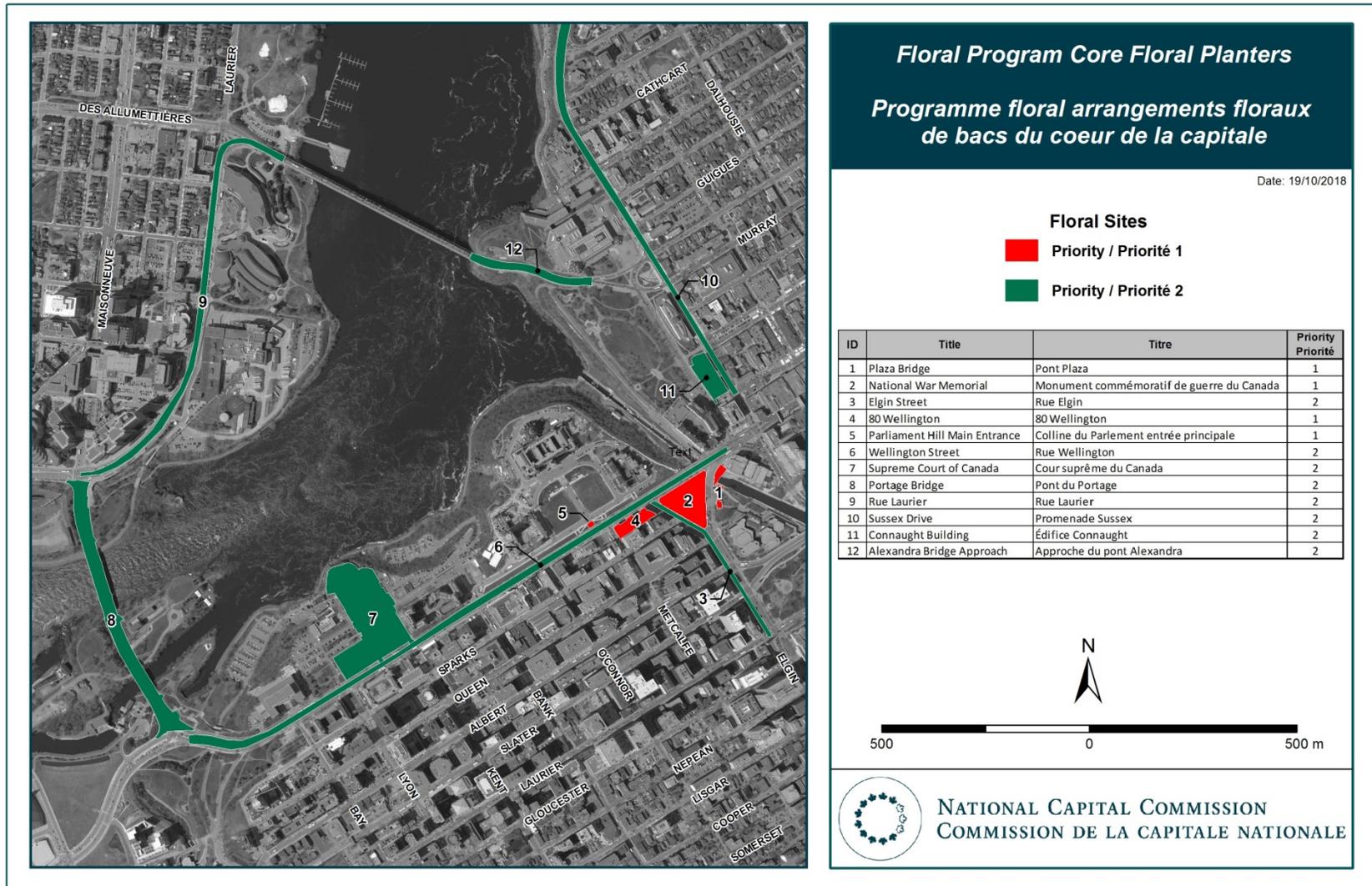
5.7 END OF SEASON PROCEDURES

By December 1st of each year of the contract, the Contractor shall clean and disinfect all portable assets before returning them for fall/winter storage to NCC main storage facility (Woodroffe storage depot), including any items purchased as additions or replacements to such inventory of portable assets.

The Contractor shall follow all of the Commission's Asset Process when he/she is required to drop off or pick up portable assets, to or from storage at Woodroffe storage depot.

6 APPENDICES

6.1 APPENDIX 1 - CONTRACT BOUNDARIES



6.2 APPENDIX 2 – QUALITY STANDARDS FOR ANNUALS

At the time of delivery, the NCC shall verify and assess that:

- Plant species, varieties, colors and size are in accordance with contract specifications;
- Plants have been properly acclimatized and transported;
- Plants are generally in good health;
- Plants have reached an appropriate stage of growth and bloom according to species;
- Root development is vigorous and fills the pot;
- Soil moisture is adequate;
- Plants are free from disease or damage caused by animal or vegetable parasites, pests or fungal disease;
- Plants are free from visible extraneous matter affecting the appearance; and
- Plants are free of defects in growth or formation.

Prior to the planting of annuals in containers, the NCC shall verify that:

- Planting soil quality meets or exceeds quality requirements and contract specifications.

After installation and during the floral season, the NCC shall verify and assess that:

- Design layouts have been respected;
- Number of plants in each floral container is in accordance with the design;
- Plants continue to be free from disease or damage caused by animal or vegetable parasites, pests or fungal disease;
- Plants are free from visible extraneous matter affecting the appearance (deadheaded and/or pinched);
- Plants are free of defects in growth or formation;
- Stems are well formed and developed according to species (i.e. rigid, strong to support the flower, etc.);
- Leaves are normally developed and healthy according to species;
- Flowers are normally developed and healthy according to species;
- Plant growth, fullness, shape, development and height are appropriate and according to species;
- Planters and containers are free of weeds and litter;
- Plants are receiving sufficient water to maintain moisture in root zone;
- Plants are not over watered;
- Plants are receiving sufficient amount of nutrients (fertilizer); and
- Maintenance is being performed in accordance with the contract specifications.

6.3 APPENDIX 3 – MATERIAL STANDARD GUIDELINES

1. $\frac{3}{4}$ " Clear Gravel

For drainage in floral planters, 3 to 5 cm (or 1 to 2 inches) layer of clean, $\frac{3}{4}$ " clear gravel, placed in bottom of plastic floral planter liner tubs.

2. Non-Woven Geotextile Fabric

Lightest grade, non-woven (water permeable) (120EX or 200R) or NCC-approved equivalent.

Use in following floral planter types:

- a) Portable concrete and wooden planters; place a single layer (1m x 1m) of fabric on top of bottom layer of $\frac{3}{4}$ " clear gravel, then fill the entire planter with planting medium (floral planter mix).
- b) Portable (round) Alfa-type plastic planters with reservoir; inside bottom of the planter, line each of the 6 (six) filter column (cups) with 30cm x 30cm size pieces of fabric. Fill bottom filter column (cups) with planting medium (floral planter mix), then fill the entire planter.

3. 100% Natural and Organic Compost

Premier Bio Max TM product mix of peat/shrimp/manure compost, or an NCC-approved equivalent.

4. Planting Mediums

Floral Planters Mix: Purchase new mix every season, according to the following recipe: four (4) parts moistened Pro-Mix BX mixed with Soil MoistTM water polymer granules (quantity as per product directions or NCC approved equivalent mixed with). One (1) part 100% natural and organic compost. Mix fertilizer Osmocote 14-14-14 (120 days) when planting. Use of Floral Planters Mix applies for all portable (concrete, wooden, or plastic) floral planters.

5. Fertilizer

Slow-release fertilizer Osmocote 14-14-14 (120 days)

Water-soluble fertilizers 15-30-15, 20-8-20, and 10-52-10 (transplant fertilizer).

6. Water

Water non-toxic to plants.

7. Plant Material

Use only compact, sturdy plants with well-developed root systems. Plants shall not be crowded in flats and shall be sufficiently large by planting time. Size to be in accordance with "Canadian Standards for Nursery Stock (8th Edition)" and/or specific sizes in Appendix 4 Floral Container plant List and Location.

8. Pest & Disease Control Products

In 2012, the NCC developed and approved a policy to eliminate the cosmetic use of pesticides on its lands. All activities that take place on NCC lands must be in full compliance with all federal pesticides legislation and regulations as well as be in full compliance with the requirements under the *Ontario Pesticide Act* and the *Quebec Pesticide Act*, depending on the province where the activity is taking place. The Contractor must receive authorization in writing from the NCC for any exceptional circumstances requiring application of pesticides, herbicides, insecticides or fungicides.

6.4 APPENDIX 4 – ASSET INVENTORY

Contract: Core Floral Planters

<i>Portable asset</i>	<i>Allocation</i>	Dec 1st, 2013	Dec 1st, 2014
Floral planter plastic tub liner (square)	225		
Floral planter bottom liner tray	225		
Wooden 2x4 support (for use with bottom liner tray)	225		
42" Round Alfa-type plastic planters, with built-in water reservoir, dip sticks and dip stick caps	8		

Notes

- All square floral planter containers are supplied and installed by the NCC;
- All numbers indicated in the “Allocation” column are verified and signed off by the Contractor and the NCC-CMO on Dec. 1st of each contract year of the Term.

6.5 APPENDIX 5 – PLANTER TYPES

Portable Concrete (Recessed Panel)



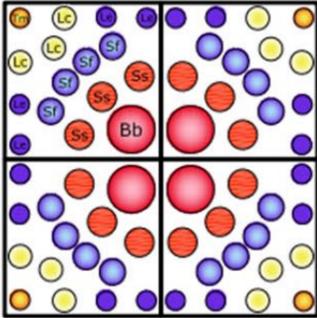
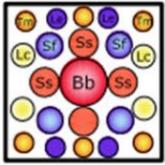
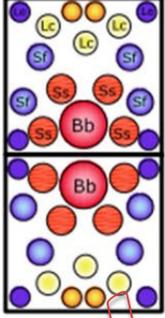
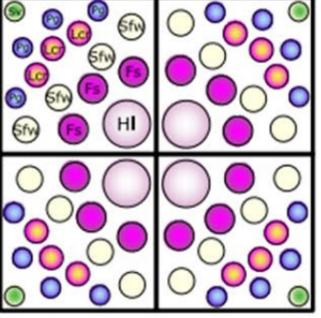
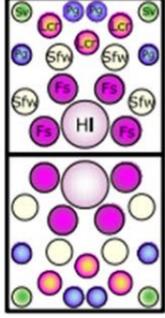
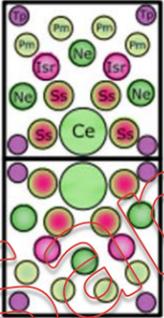
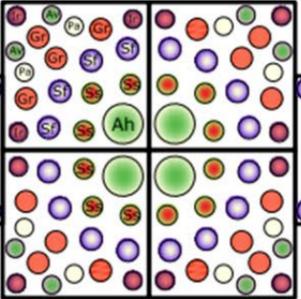
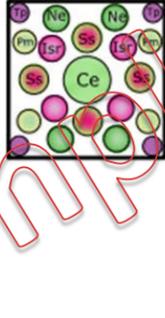
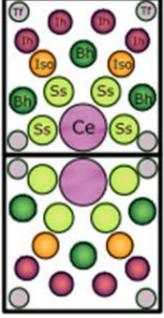
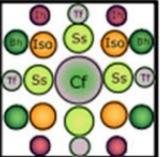
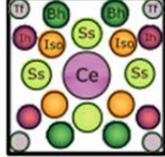
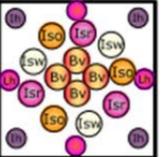
Urn (Supreme Court of Canada)



Permanent Concrete (80 Wellington)



6.6 APPENDIX 6 – TYPICAL FLORAL DESIGN DRAWINGS

 	<h2 style="margin:0;">CORE FLORAL PLANTERS PLANTING LAYOUTS</h2> <h3 style="margin:0;">NCC CORE AREA FLORAL PROGRAM SUMMER 2018</h3>	2018	
<h4>Priority I SUN</h4> <p>Plaza Bridge, Parliament Hill Entrance, Elgin - My Capital Terrace, Chateau Laurier Taxi Stand, National War Memorial</p> <ul style="list-style-type: none"> ● Bb Brugmansia 'Madam Bovary' ● Ss Salvia splendens 'Grandstand Red' ● Sf Salvia farinacea 'Cathedral Deep Blue' ● Lc Lantana camara 'Lucky Lemon Glow' ● Le Lobelia erinus 'Monsoon' ● Tp Tropaeolum majus 'Alaska Scarlet' 		<h4>Priority II SUN A&B</h4> <p>Sussex Drive, Mackenzie Avenue, Wellington Steet, Elgin Street, Portage Bridge, Rue Laurier, St. Patrick Street</p> <ul style="list-style-type: none"> ● HI Hibiscus Luna 'Pink Swirl' OR Canna x generalis 'Cleopatra' ● Fs Fuchsia species 'Samba' OR Solenostemon scutellarioides 'ColorBlaze Dipt in Wine' ● Sfw Salvia farinacea 'Cathedral White' OR Begonia x benarensis 'Big Rose Green Leaf' ● Lc Lantana camara 'Landmar Sunrise Rose' OR Petunia x hybrid 'SuperCal Light Yellow' ● Pb Petunia Grandiflora 'Ultra Sky Blue' OR Lobelia erinus 'Trailing Red Cascade' ● St Stenotaphrum secundatum 'Variegatum' OR Lophospermum hybrid 'Lolo White' 	
<p>40 (10x4)</p> 		<p>10 (10x1)</p> 	
<p>32 (16x2)</p> 		<p>42 (42x1)</p> 	
<p>36 (9x4)</p> 		<p>32 (16x2)</p> 	
<h4>Priority II SHADE A</h4> <p>Connaught Building, Wellington Street, Elgin Street</p> <ul style="list-style-type: none"> ● Ce Colocasia esculenta 'Elena' ● Ss Solenostemon scutellarioides 'Wizard Sunset' ● Isr Impatiens hybrid hort 'SunPatens Spreading Tropical Rose' ● Ne Nephrolepis exaltata 'Bostoniensis' ● Pm Pilea microphylla 'Mountain Snow' ● Tr Tradescantia pallida Purpurea 		<h4>Supreme Court</h4> <p>2 Permanent Urns North of Supreme Court</p> <ul style="list-style-type: none"> ● Ah Abutilon hybridum 'Savitzi' ● Ss Solenostemon scutellarioides 'Twist and Twirl' ● Sf Salvia farinacea 'Cathedral Deep Blue' ● Ss Salvia splendens 'Grandstand Red' ● Pa Petunia x atkinsiana 'Storm White' ● Ir Iresine herbstii 'Painted Bloodleaf' ● Av Apteris cordifolia 'Variegata' 	
<p>4 (2x2)</p> 		<p>8 (2x4)</p> 	
<p>10 (10x1)</p> 		<p>4 (2x2)</p> 	
<p>4 (2x2)</p> 		<p>29 (29x1)</p> 	
<p>8 (8x1)</p> 		<p>18 (18x1)</p> 	
<h4>Priority II SHADE B</h4> <p>Connaught Building, Wellington Street, Elgin Street</p> <ul style="list-style-type: none"> ● Ce Colocasia esculenta 'Black Coral' ● Ss Solenostemon scutellarioides 'Wizard Golden' ● Iso Impatiens hybrid hort 'SunPatens Spreading Tropical Orange' ● Bh Begonia x hybrida 'Gryphon' ● Ir Iresine herbstii 'Painted Bloodleaf' ● Tr Tradescantia fluminensis 'Tricolor' 		<h4>Langevin Block</h4> <p>Priority II Shade A & B Alternate</p> <ul style="list-style-type: none"> ● Cf Cordyline fruticosa Kiwi OR Cordyline fruticosa Rubra ● Ss Solenostemon scutellarioides 'Wizard Golden' OR Solenostemon scutellarioides 'Wizard Sunset' ● Iso Impatiens hybrid hort 'SunPatens Spreading Tropical Orange' OR Impatiens hybrid hort 'SunPatens Spreading Tropical Rose' ● Bh Begonia x hybrida 'Gryphon' OR Nephrolepis exaltata 'Bostoniensis' ● Ir Iresine herbstii 'Painted Bloodleaf' OR Pilea microphylla 'Mountain Snow' ● Tr Tradescantia fluminensis 'Tricolor' OR Tradescantia pallida Purpurea 	
		<h4>Low Planters around Entryway</h4> <ul style="list-style-type: none"> ● Bv Beta vulgaris var cicla ● Isr Impatiens hybrid hort 'SunPatens Spreading Tropical Rose' ● Isw Impatiens hybrid hort 'SunPatens Spreading White Variegated' ● Iso Impatiens hybrid hort 'SunPatens Spreading Tropical Orange' ● Ir Iresine herbstii 'Purple Lady' ● Lp Lophospermum hybrid 'Lolo Rose' 	

6.7 APPENDIX 7 – TYPICAL PLANT LIST

Item #	Plant name	Container size	Quantity needed	Inventory of extra plants (10-20%)	TOTAL order
1	Abutilon Hybridum 'Savitzii'	1 gallon	16	2	18
2	Aptenia cordifolia 'Variegata'	4.5" pot	24	3	27
3	Begonia x benariensis 'Big Rose Green Leaf'	6" pot	288	29	317
4	Begonia x hybrida 'Gryphon'	6" pot	112	11	123
5	Beta vulgaris var cicla 'Bright Lights'	4.5" pot	72	7	79
6	Brugmansia 'Madam Bovary'	1 gallon	50	5	55
7	Canna x generalis 'Cleopatra'	1 gallon	72	7	79
8	Colocasia esculenta 'Black Coral'	1 gallon	14	2	16
9	Colocasia esculenta 'Elena'	1 gallon	12	2	14
10	Cordyline fruticosa Kiwi	1 gallon	15	2	17
11	Cordyline fruticosa Rubra	1 gallon	14	2	16
12	Fuchsia species 'Samba'	6" pot	140	14	154
13	Hibiscus Luna 'Pink Swirl'	1 gallon	40	4	44
14	Impatiens hybrid hort 'SunPatiens Spreading Electric Orange'	4.5" pot	54	5	59
15	Impatiens hybrid hort 'SunPatiens Spreading Tropical Orange'	4.5" pot	108	11	119
16	Impatiens hybrid hort 'SunPatiens Spreading Tropical Rose'	4.5" pot	150	15	165
17	Impatiens hybrid hort 'SunPatiens Spreading White Variegated'	4.5" pot	54	5	59
18	Ipomoea batatas 'Sweet Caroline Sweetheart Lime'	4.5" pot	4	1	5
19	Ipomoea batatas 'Sweet Caroline Sweetheart Red'	4.5" pot	4	1	5
20	Iresine herbstii 'Painted Bloodleaf'	4.5" pot	116	12	128
21	Iresine herbstii 'Painted Bloodleaf'	4.5" pot	36	4	40
22	Iresine herbstii 'Purple Lady'	4.5" pot	72	7	79
23	Lantana camara 'Landmar Sunrise Rose'	4.5" pot	144	14	158
24	Lantana camara 'Lucky Lemon Glow'	4.5" pot	168	17	185
25	Lobelia erinus 'Monsoon'	4.5" pot	200	20	220
26	Lobelia Erinus 'Trailing Red Cascade'	4.5" pot	288	29	317
27	Lophospermum hybrid 'Lofo Rose'	4.5" pot	72	7	79
28	Lophospermum hybrid 'Lofo White'	4.5" pot	216	22	238
29	Nephrolepis exaltata 'Bostoniensis'	4.5" pot	100	10	110
30	Pennisetum purpureum 'Prince'	1 gallon	2	0	2
31	Petunia x atkinsiana 'Storm Blue'	4.5" pot	8	0	8
32	Petunia x atkinsiana 'Storm Salmon'	4.5" pot	8	0	8
33	Petunia x atkinsiana 'Storm White'	4.5" pot	40	4	44
34	Petunia Grandiflora 'Ultra Sky Blue'	4.5" pot	160	16	176
35	Petunia x hybrid 'SuperCal Light Yellow'	4.5" pot	348	35	383
36	Pilea microphylla 'Mountain Snow'	4.5" pot	104	10	114
37	Salvia farinacea 'Cathedral Deep Blue'	6" pot	248	25	273
38	Salvia farinacea 'Cathedral White'	6" pot	160	16	176
39	Salvia splendens 'Grandstand Red'	6" pot	208	20	228
40	Solenostemon scutellarioides 'ColorBlaze Dipt in Wine'	6" pot	272	27	299
41	Solenostemon scutellarioides 'Twist and Twirl '	6" pot	36	4	40
42	Solenostemon scutellarioides 'Wizard Golden'	6" pot	116	10	126
43	Solenostemon scutellarioides 'Wizard Sunset'	6" pot	104	10	114
44	Stenotaphrum secundatum 'Variegatum'	4.5" pot	76	7	83
45	Tradescantia fluminensis 'Tricolor'	4.5" pot	116	12	128
46	Tradescantia pallida Purpurea	4.5" pot	104	10	114
47	Tropaeolum majus 'Alaska Scarlet'	4.5" pot	72	7	79
	SUBTOTAL		4,837	483	5,320