

INVITATION TO TENDER

Tender / Contract Form

Rideau Canal Skateway - Small Asset Support Services

NCC TENDER FILE #:

AL1801

<p>ADDRESS INQUIRIES TO: Allan Lapensee, Sr. Contract Officer (613) 239-5678 extension 5051 Allan.lapensee@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: September 24, 2019 at 3:01pm EDT</p>	
<p>RETURN TO: →</p>	<p>Procurement Services National Capital Commission 40 Elgin Street 2nd Floor Security Office Ottawa, ON K1P 1C7 Reference NCC tender file # AL1801</p>
<p>DESCRIPTION OF SERVICES: Rideau Canal Skateway - Small Asset Support Services</p>	<p>LOCATION: Canada's Capital Region Rideau Canal Skateway Ottawa, ON</p>

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I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services and/or goods in accordance with the Statement of Work (SoW), terms and conditions, **for the all-inclusive lump sum and/or unit price(s) as set out in section III herein.**

II. GENERAL AGREEMENT The Bidder/Contractor agrees:

1. To execute the work for five (5) years commencing on signing of the Contract (Fall 2019) and ending on July 31st, 2024.
2. **Bidder to provide TENDER SECURITY at his/her own cost and with the bidder’s tender, to ensure entry into a contract. See attached for instructions.**
3. **upon notification of acceptance of tender, the successful Bidder will be required to provide CONTRACT SECURITY. See attached for instructions.**
4. that this Offer and Agreement, together with the Statement of Work (SoW), the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
5. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
6. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

III. PRICING

The Contractor agrees that the following is (are) the all-inclusive lump sum and/or unit price(s) referred to in Clause I:

The Bidder agrees that :

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed;
- (c) the Price per Unit as tender governs in calculating the Total Estimated Amount, and any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices shall be corrected by the NCC in order to obtain the Total Estimated Amount; and
- (d) the following table is the Unit Price Table for the purposes of the tender and the Contract:

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TABLE 1 - Contract Deliverables

SoW Section	SoW Task	UOM	Year 1 2019-2020	Year 2 2020-2021	Year 3 2021-2022	Year 4 2022-2023	Year 5 2023-2024
7.1	Event specific structures and small assets	lump sum	\$	\$	\$	\$	\$
7.2	Operational and event specific signage	lump sum	\$	\$	\$	\$	\$
7.3	Team leader and Operations Support Team	lump sum	\$	\$	\$	\$	\$
7.4	Preventive maintenance program and annual refurbishing of assets	lump sum	\$	\$	\$	\$	\$
7.5	Installation, removal and disposal of Christmas trees	lump sum	\$	\$	\$	\$	\$
SUB-TOTALS			\$	\$	\$	\$	\$
OHST (13%)			\$	\$	\$	\$	\$
TOTALS			\$	\$	\$	\$	\$

**FIVE YEAR
TOTAL –
TABLE 1**

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TABLE 2 – Additional work on an as needed, requested and approved basis

			A	YEAR 1 B	YEAR 1 C = A x B	YEAR 2 D	YEAR 2 E = A x D	YEAR 3 F	YEAR 3 G = A x F	YEAR 4 H	YEAR 4 I = A x H	YEAR 5 J	YEAR 5 K = A x J
Item	Task	UOM	Annual quantity allowance	All-inclusive Hourly Rates (excl taxes)	Total Year 1 2019-2020	All-inclusive Hourly Rates (excl taxes)	Total Year 2 2020-2021	All-inclusive Hourly Rates (excl taxes)	Total Year 3 2021-2022	All-inclusive Hourly Rates (excl taxes)	Total Year 4 2022-2023	All-inclusive Hourly Rates (excl taxes)	Total Year 5 2023-2024
1	Labourer	per hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
2	Forklift operator with forklift	per hour	10	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
3	Journeyman Carpenter	per hour	40	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
4	Driver with pick-up truck	per hour	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
5	Driver with pick-up truck and trailer	per hour	20	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
SUB-TOTALS					\$	\$	\$	\$	\$	\$	\$	\$	\$
OHST (13%)					\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTALS					\$	\$	\$	\$	\$	\$	\$	\$	\$

\$
\$
\$

**FIVE YEAR
TOTAL
TABLE 2**



INVITATION TO TENDER

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**TOTAL
ESTIMATED
AMOUNT
INCLUDING
TAXES:
TABLE 1 +
TABLE 2**

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Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest TOTAL ESTIMATED AMOUNT INCLUDING TAXES OF TABLE 1 + TABLE 2. Lowest or any tender NOT necessarily accepted. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

IV. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded to:
Accounts Payable by email at payables@ncc-ccn.ca in Adobe (.pdf) format .
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

VI. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than ten (10) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, may result in disqualification of a tender.

VII. SECURITY REQUIREMENTS

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*** NCC Security to perform security screening.

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

VII. ADDENDUM ACKNOWLEDGEMENT

I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda 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).

Name and address of Contractor : Tel-Tél: Fax-Télécopieur: E-mail:	Signature(s) Title: Date:
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Accepted & executed on behalf of the Commission this _____ day of _____, 2019

COMMISSION USE ONLY NCC SIGNATURE	TITLE
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Mandatory Experience & Reference Requirements

The Bidder's tender must address the following mandatory requirements:

1. Previous Experience

- List and describe a minimum of one (1) previous contract carried out by the Bidder for which the Bidder most recently or currently does business with. Previous or current contract must demonstrate similar work requirements in scope and size as this tender.

2. Reference

- Provide one reference indicating the name, telephone number and e-mail address of the contact person. (do not provide any letters of reference).
- The reference will be contacted by the NCC to validate the Bidder has delivered services similar in size and scope as those described in this document.
- For Bidders with past or current NCC Contracts, the NCC reserves the right to auto-reference

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.

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender :

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

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

9. Applications for Approval Certificates

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

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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 \$ 25,000.00
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 AL1801 - Tender Security & Contract Security Requirements
CCN appel d'offre AL1801- 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 20% of the Contract Amount including taxes, or
 - b. A labour and material payment bond in an amount that is equal to not less than 20% of the Contract Amount including taxes, and a security deposit in an amount of \$ 25,000.00, or
 - c. A security deposit in an amount prescribed by subparagraph 1)(b), plus an additional amount of \$ 25,000.00.
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 25 000,00 \$, 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 20 % du montant du contrat, taxes incluses, ou
 - b. Un cautionnement pour le paiement de la main-d'œuvre et des matériaux pour une somme, représentant au moins 20 % du montant du contrat, taxes incluses, et un dépôt de garantie représentant un montant de 25 000,00 \$, ou
 - 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 25 000,00 \$.
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.
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*.

LETTRÉ 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 respectés.
 - 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^o 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^o 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 \$ 25,000.00

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 20% of the bid amount excluding taxes, or, other forms of security acceptable to the NCC as per attachment ;
- (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.

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](#)

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.

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

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

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.

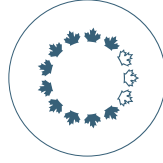
- 4.3 At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. 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.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

STATEMENT OF WORK

RIDEAU CANAL SKATEWAY SMALL ASSET SUPPORT SERVICES

NCC tender file number: AL1801

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RIDEAU CANAL SKATEWAY SMALL ASSET SUPPORT SERVICES

1. PURPOSE

The National Capital Commission is proceeding with an Invitation to Tender (ITT) for the provision of support services for the maintenance, installation and removal of small assets required for the operation of the Rideau Canal Skateway.

A non-mandatory site visit scheduled for Tuesday, September 03, 2019 at 10:00 AM will enable Bidders to view specific structures and materials related to the work in this contract. The site visit will take place at the NCC Warehouse at 1740 Woodroffe Avenue in Ottawa ON. <https://goo.gl/maps/ZtHm69dFQTdv2TEMA> . While not mandatory, it is strongly recommended that Contractors attend to familiarize themselves with the assets.

Mandatory Experience & Reference Requirements

The Bidder's tender must address the following mandatory requirements:

1. Previous Experience
 - List and describe a minimum of one (1) previous contract carried out by the Bidder for which the Bidder most recently or currently does business with. Previous or current contract must demonstrate similar work requirements in scope and size as this tender.
2. Reference
 - Provide one reference indicating the name, telephone number and e-mail address of the contact person. (do not provide any letters of reference).
 - The reference will be contacted by the NCC to validate the Bidder has delivered services similar in size and scope as those described in this document.
 - For Bidders with past or current NCC Contracts, the NCC reserves the right to auto-reference

2. BACKGROUND

National Capital Commission

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada. Our goal is to ensure that Canada's Capital Region is a source of national pride and significance.

Rideau Canal Skateway

The pride of Canada's Capital Region is the Rideau Canal. Each winter this historic waterway is transformed into the world's largest skating rink. Every year, throngs of skaters and outdoor enthusiasts from all over Canada and the world enjoy the fantastic 7.8 kilometre ice surface that winds through the heart of Ottawa.

The Rideau Canal Skateway is a skating rink and more. You'll find concession stands and other services including skate and shelters and rest areas. The Skateway also serves as a stage for Winterlude, the Capital's internationally renowned festival greatest winter celebration.

The Rideau Canal is one of Canada's nine heritage canals. This National Historic Site is owned by Parks Canada. The Skateway portion is managed by the National Capital Commission during the winter months. The Rideau Canal makes an important contribution year-round to the beauty and spirit of Canada's Capital Region.

On average, the skating season starts after New Year's Day, or before if weather permitting. The ice must be at least **30 centimetres** (12 inches) thick for skaters to be allowed on the Rideau Canal Skateway. The NCC Ice Safety Committee experts assess the ice thickness and quality before the official opening of the Skateway can be announced. The Committee continuously monitors ice conditions throughout the skating season.

3. DURATION OF THE CONTRACT

This Contract is for a five (5) year term commencing on signing of the contract (Fall 2019) and ending on July 31, 2024.

Note the Contract also contains annual allowances of hours in TABLE 2 for the provision of additional maintenance and operational services on an as needed and requested basis for work not specified in the Contract in TABLE 1. Prior to contract award, the NCC reserves the right to reduce annual allowances of hours in order to meet its budget.

4. DEFINITIONS

Whenever the following words appear in this document, they will have the meaning indicated hereunder:

Commission or NCC	Means the National Capital Commission and its successors and assigns.
Winterlude	Means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) usually beginning on the first Friday of February.
RCS or Skateway	Means the Rideau Canal Skateway, which includes the canal and its immediate surroundings.
Operational and event specific signage	Means any printed material on vinyl, coroplast, mesh, aluminium or fabric. The material may sometimes be affixed or mounted on a rigid surface i.e.: plywood, fencing, and railing.
Chalet	Means a small building (approximately 52 feet long by 14 feet wide and 15 feet high) that is temporarily installed on the RCS for winter to provide washrooms and change areas to skaters and participants of Winterlude.
JCP	Jacques Cartier Park
Confed	Confederation Park
Bayview	Canadian Heritage warehouse located at 80 Bayview Road
Woodroffe	NCC warehouse located at the Greenbelt Research Farm, 1740 Woodroffe Avenue
CMO	NCC Contract Monitoring Officer
CS signage system	Core Support signage system (i.e.; Way finder, CS-2, CS-4)
Successful Bidder	Means the Contractor, if any, to whom the NCC has awarded the Contract.
Contractor	Is synonymous with Successful Bidder.
Bronson Parking	Is the location where the assets will be staged before it goes on the RCS

5. SCOPE OF WORK

Provide transportation, logistical support for the maintenance, installation and removal of small assets required for the operation of the RCS and some aspects of Winterlude. More specifically, the Contractor will;

- a) Deliver, install and remove operational and event specific structures and small assets. Please refer to appendix B and D.
- b) Deliver, install and remove operational and event specific signage. Please refer to appendix B, D and E.
- c) Supply personnel as required to execute the work contained in these Statement of Work. This will include, but not be limited to labourers, supervisors and tradesmen with specialized skills.
- d) Supply specialized tools, hardware, materials and transportation equipment as required by the tasks contained in this these Statement of Work.
- e) Perform on-going maintenance and refurbishing of assets, as required or as requested by the NCC. This would also include a preventative maintenance program.
- f) Prepare weekly activity reports and post-event reports as detailed in these Statement of Work.

6. SKATEWAY DATA AND STATISTICS

The following information has been compiled from a variety of sources and is included to enable potential bidders to better understand the RCS and the weather factors that affect its operation every year.

- The Skateway runs 7.8 kilometres from downtown Ottawa, along Colonel By Drive to the Hartwell Locks, located near Carleton University.
- Snow is removed from an area equal to 265,000 square meters.
- Every February, the Rideau Canal Skateway is the stage for Winterlude.
- An average skating season is 43 days (skating days), however the overall season would span over an average of 55 days (accounting for the days the Skateway would be closed).
- The NCC provides an interactive ice condition map. <http://ncc-ccn.gc.ca/rideau-canal-skateway>
- Maintenance crews work day and night to keep the skating surface smooth and clear. Snow removal is ongoing, and the Skateway is flooded every night, weather permitting.
- The ice must be at least 30 centimetres (12 inches) thick for skaters to be allowed on the Rideau Canal Skateway. The NCC Ice Safety Committee experts assess the ice thickness before the official opening of the Skateway can be announced. The Committee continuously monitors ice conditions throughout the skating season.
- The NCC uses a flag system to indicate Skateway conditions. The green flag means fair to good conditions, but caution should be used when skating. The red flag means the Skateway is closed and conditions are unsafe.
- The Skateway features an array of services such as concession stands, skate and sleigh rentals, shelters, washrooms and rest areas.
- The RCS hosts an average of 23 000 visits per day.

7. SPECIFICATIONS

The following section of this document will describe in greater detail the tasks to be performed. Although certain inter-related tasks have been grouped together, such grouping is arbitrary from an operational perspective. The groupings are meant to facilitate the drafting of the Statement of Work and not to dictate the operational sequence of tasks. Each description has been divided into the following categories:

Description

A more detailed description of the tasks is given in this section. Where this is not possible or practical, more detail is given in the *Requirements* section.

Timing

General timing and scheduling information is given, but as has been stated before, RCS schedules are affected by ice conditions and weather. To this end, it is expected the Contractor will work closely with the NCC in order to adapt to changing conditions while fulfilling the obligations of this contract.

Requirements

Task requirements are described in greater detail in this section. Once awarded the contract, the Contractor is expected to develop safe and efficient methods to deliver the services in this contract. The NCC will work closely with the Contractor in order to develop and maintain methods and procedures that are safe, efficient and meet the operational requirements of the RCS.

Typical resources

Resources required by specific tasks are listed in this section. The resources listed are guidelines and should not be considered complete.

7.1 Event specific structures and small assets

DESCRIPTION

Provide the delivery, installation and removal of the small assets needed for the operation of the RCS and certain aspects of Winterlude. A complete list of assets is provided in APPENDIX B - Inventory and Distribution of Small Assets.

TIMING

Please refer to APPENDIX A - Key Activity Schedule – Typical timeline for a general timeline of installation requirements. The Contractor will be asked to develop the final installation schedule in collaboration with the NCC. As with all work on the RCS, schedules will be affected by ice conditions and weather. Generally, installation work on weekends is to be avoided because of the large number of skaters on the RCS.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary type of transportation and transportation material in order to move the assets to and from the designated warehouses. Once delivered to the RCS, most assets need to be moved from the drop off location to the location where they are needed. In most cases, assets are to be delivered to the Bronson parking lot and are then moved to other

locations off and on the ice surface. The Contractor can also deliver assets to the access ramps at 5th Avenue and Concord (see APPENDIX C - RCS Site Maps). Small assets can be moved on the RCS by pick-up truck with light trailer, as dictated by ice conditions.

- b) Provide qualified personnel in sufficient numbers in order to handle, load, unload and assemble the assets in a safe and efficient manner.
- c) Transport assets in such a way as to minimise possible damage.
- d) Ensure that assets are bundled, piled, stacked or otherwise returned to the warehouses as per the specifications given to the Contractor by warehouse staff.
- e) Ensure that ground-based assets are plumb and level once installed. For the most part, ground based assets are installed on level ground (ice) however, when the ground (ice) is not level, it will be the responsibility of the Contractor to provide blocking/shims and a level to ensure that the bases are level and the structures are plumb.

NCC responsibilities:

- Supply forklifts and certified forklift operators at no cost to the Contractor at both Warehouse locations, provided the pick-up and return of assets is done within the regular hours of operation (See 8.4 Access). At no time shall the Contractor or his staff be allowed to operate forklifts at the Warehouses.

TYPICAL RESOURCES

- a) Pick-up trucks, cube vans or flatbed truck(s), trailers for transportation to and from the Warehouses.
- b) Forklift, boom truck, crane or other specialised lifting equipment as deemed necessary by the Contractor in order to unload, distribute, install and dismantle assets and signage on and off the ice surface.
- c) Pick-up truck(s) or ATV with towing capacity for transport of material on the RCS. The weight of these vehicles should be as light as possible due the travelling on the ice.
- d) Some assets can be partially or completely pre-assembled and shipped this way by the Contractor. This is entirely at the discretion of the Contractor.
- e) Bubble wrap, tie-wraps, strapping, moving blankets, etc. may be required in order to transport the assets without damaging them.
- f) Small tools, power tools and hardware.

7.2 Operational and event specific signage

DESCRIPTION

The delivery, installation and removal of signage required for the operation of the RCS and some event specific signage (Winterlude). Please refer to APPENDIX B - Inventory and Distribution of Small Assets for a list of existing RCS signage. The signage inventory that is provide to operate the RCS may vary during the duration of this contract.

TIMING

In general terms, most of the operational signage is to be installed 7 to 10 days prior to the RCS opening. A small amount of signage is also installed in the pre-season and for events specifics.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary type of transportation in order to move the signage to and from the designated warehouses.
- b) Provide qualified personnel in sufficient numbers in order to handle, load, install and remove the signage in a safe and efficient manner.
- c) Ensure that signage is bundled, piled, stacked or otherwise stored as per the specifications given to the Contractor by Warehouse staff.
- d) Ensure that signage is straight and level once installed
- e) Ensure that all cable ties and rope ends are cut and not visible from the front of any structures. The Contractor will ensure the cleanliness of all installations by removing any loose dirt and dust with a damp cloth and a mild soap. The Contractor **must** pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.).
- f) Install signage as per the contract schedule, unless otherwise instructed by the NCC
- g) Be willing and able to adapt to last minute changes. It should be expected that the NCC will request last minute additions and that some delays in obtaining certain signage elements will be encountered; therefore the Contractor must also be able to adapt his work plan and the scheduling of his team members in order to meet deadlines. The expected turnaround time for any modifications requested by the NCC is at most 12 hours.
- h) The Contractor will be asked to re-install or refasten at his cost any elements that have been compromised because the fasteners have broken or come apart.
- i) Supply weather resistant tie wraps that are of the appropriate size and tensile strength for the applications.
- j) For the installation of the *Stay on the maintained section of the skate track*, the contractor will have to assess the ice condition underneath the snow cover. These 120 signs are installed outside the flooded skating surface.

NCC responsibilities:

- a) Supply the signage elements to the Contractor. In some cases, the signage will be given to the Contractor in a piecemeal (gradual) fashion.
- b) Provide the Contractor with signage plans indicating the location of all signage installations on the RCS.
- c) Provide temporary sign-posts required in accordance with the signage plans provided to the Contractor.

7.3 Team Leader and the Operational Support Team

DESCRIPTION

The Contractor will supply a Team Leader and an Operational Support Team. The Team Leader will act as the Contractor's main representative and will be the NCC's main contact during the entire contract. The Operational Support Team will work during the entire season of the RCS.

Typical tasks:

Team Leader

- a) The Contractor must provide a primary and secondary Team Leaders to liaise with the NCC for the duration of the RCS season (this includes weekends and holidays). All operational discussions between the NCC and the Contractor will occur between the Contractor's Team Leaders and the NCC.
- b) The Team leaders shall be equipped with a cellular phone and endeavor to be available to take all calls from the NCC, upon request and if in case of an emergency, seven days a week, specifically from December 1st to March 31st of each calendar year for the duration of the Contract. (Note: Team leader "availability" does not mean "on-site availability" 24 hours a day, seven days a week). As needed, the NCC will attempt to contact the primary Team Leader first, then the secondary Team Leader if the first call is not answered. Missed calls must be returned by the Contractor within 15 minutes by a Team Leader or by a duly appointed and competent representative for the Contractor.
- c) A Team Leader must be available whenever members of the Operational Support Team are present.
- d) Team Leader must ensure that the quality standards as set out in this document are maintained for the duration of the season and that the work is performed as per the Statement of Work.
- e) For every day the Skateway is open, the Team Leader shall make site visits inspecting all sites and NCC assets in order to ensure that all tasks have been performed as required as per the Statement of Work. See 8.7.
- f) The Team Leader shall provide support to the NCC if ever the NCC is involved in litigation related to the subject matter of the contract. This will include providing the NCC with a copy of all relevant reports and logs prepared by the Contractor.
- g) The Team Leader will be equipped with a walkie-talkie supplied to him by the NCC while working on the Skateway or transporting RCS assets.
- h) Respond in a timely manner to emails, text messages, written notices and phone calls from the NCC during the 'off-peak' period, specifically from April 1st to November 30th of each calendar year for the duration of the contract.
- i) Attend regular meetings as convened by the NCC. It is expected that two (2) pre-event meetings and one (1) post-event meeting will be required annually. During the RCS season, the Team Leader will be expected to participate in daily meetings to set priorities and to determine the activities that need to be performed. Some meetings may be conducted by phone.
- j) Collaborate with the NCC in developing schedules and ensure that deadlines are met.
- k) The Team Leader will ensure that reports, invoicing and any supporting documentation required by this agreement are duly filled out and accurate. This includes forms that may be developed in consultation between the Contractor and the NCC at a later date.
- l) On a daily basis, manage and supervise all personnel supplied by the Contractor.

- m) Provide a weekly labour report clearly indicating the hours worked by the Operational support team during the execution of the tasks outlined in these Statement of Work. These hours are related to the 500 hours dedicated to small assets handling.

Typical tasks

Operational Support Team:

- a) Will, as directed by the Team Leader, assist in completing daily inspections of assets in order to ensure that benches, garbage cans, picnic tables, and all other NCC assets do not remain stuck in the ice due to a sudden thaw, rain or from flooding of the ice surface.
- b) Before 0900 everyday, replace any assets inside the rest areas which have been moved by the ice maintenance as part of the overnight ice flooding and sweeping operations.
- c) Ensure signage is intact. Execute repairs and adjustments as necessary.
- d) Execute adjustments and repairs of assets as required or as directed by the NCC.
- e) Execute other operational support tasks as directed by the NCC.
- f) Ensure the structural integrity and safety of NCC assets.
- g) Report any anomalies, problems or security concerns to the NCC immediately.
- h) Repair, maintain and replace NCC assets as required.
- i) Re-locate assets on the Skateway to minimize damage caused by sinking and freezing in the ice surface within twelve (12) hours of being notified by the NCC to do so.

TIMING

Team Leader: The Team Leader will work the necessary number of hours in order to fulfill the requirements set out in the ITT. The average Skateway season (meaning the number of days from the official opening to the official closing) begins in early January and ends in early March

Operational Support Team:

Necessary personnel to work an average of forty (40) person hours per week up to five hundred (500) person hours during the operation of the Skateway season. The average Skateway season (meaning the number of days from the official opening to the official closing) begins approximately in early January and ends generally in early March. If the five hundred hours (500) are not all used during the skating season, The NCC may require the Contractor to spend the remaining hours on RCS asset repairs over the summer. If applicable, the repair schedule will be set between the Contractor and the NCC.

Typical resources:

- The Contractor must supply small tools in order to ensure repairs and maintenance that are required can be executed in situ whenever possible.
- Ensure the team is equipped with a vehicle capable of moving assets if required and have a trailer readily available to them.

Special definitions and clauses

- For the purposes of this agreement, the work week is deemed to begin at 0600 on Monday.
- The NCC will not pay any premiums associated with work performed on weekends, statutory holidays or between the hours of 0000 (midnight) and 0800.

7.4 Preventative maintenance program and annual refurbishing of assets

DESCRIPTION

The handling and outdoor use of all assets requires regular maintenance and repairs to be performed. The Contractor will be expected to establish and implement a detailed preventative maintenance program for all NCC assets contained in this contract. The Contractor must repair and maintain all assets with the exception of signage and banners (see Terms of Contract – Definitions) before, during and after their use on the RCS.

The Contractor will **not** be responsible for repairs or replacement costs associated with the normal decay of assets or for assets that have come to the end of their lifecycle. The Contractor **will** be responsible for repairing damage that results from transportation, handling and in general taking care of the assets with negligence by the Contractor. The Contractor will also be responsible for damages that result from a failure to protect assets from damages caused by forecasted adverse weather.

In the first year of the contract, the Contractor will receive the assets “as is”. Any repair work required before the installation of the assets in year one of the contract will be made under a call-up purchase order to the associated SOA. For every subsequent year, the Contractor will be expected to submit a detailed list and costing of maintenance and refurbishing needed in order to maintain all NCC assets. This report will accompany the Post-Season Damage Assessment Report which is to be submitted no later than May 1st of every calendar year. After reviewing the Contractors report, maintenance project list and estimate, the NCC may grant permission to the Contractor to carry out the ad hoc maintenance/repair projects at the agreed upon price by authorizing a call-up purchase order to the associated SOA (see 11.STANDING OFFER AGREEMENT (SOA)). This list will **exclude** costs for the repair of damage that may have been caused by the Contractor’s handling and transportation of the assets.

TIMING

Refurbishing and preventative maintenance of all assets must be performed before and after the RCS season. On-going maintenance and repairs can (where possible) and must be performed as required while the assets are in use on the RCS.

REQUIREMENTS

The Contractor shall:

- a) Submit to the NCC a document detailing all refurbishing and preventative maintenance activities for the subsequent year of the contract. The report must be submitted at the same time as the Post-Season Damage Assessment Report and no later than May 1st of each calendar year.
- b) Notify the NCC immediately of any asset that is at the end of its life-cycle and that must be replaced. The NCC may, at its sole discretion, ask the Contractor to supply a price to build/replace the asset.
- c) Be prepared to perform all maintenance of NCC assets in his facilities or place of business.
- d) Use materials, paints and techniques that are of equal or superior quality when performing maintenance or refurbishing of NCC assets. In the case of paints, the Contractor must use colours that have been approved by the NCC. The NCC will supply paint reference numbers, hardware identification numbers and in some cases the contact information of certain suppliers to facilitate the Contractors job.

Statement of Work– Rideau Canal Skateway Small Assets Support Services

- e) Have the NCC pre-approve any work or repairs that would change the structure, function or aesthetics of an asset.

The NCC shall:

- a) Facilitate access to the assets by the Contractor by creating effective communication between the Contractor, his staff and NCC Warehouse staff.
- b) Review and approve the Contractors reports and requests in a timely fashion.

TYPICAL RESOURCES

As dictated by tasks.

7.5 Christmas Trees required on the RCS and other locations

DESCRIPTION

Each year the NCC acquires approximately fifteen hundred (1500) Christmas trees for use on the RCS and for other event sites. Trees are roughly distributed as follows; one thousand one hundred (1,100) to be used on the RCS and to be used for events. The trees used on the RCS are primarily distributed and installed at designated rest areas (see APPENDIX B - Inventory and Distribution of Small Assets).

TIMING

Before Christmas, the NCC is asking (through the social medias and its web site) the residents to bring their Christmas trees to the Bronson parking. From their temporary storage location at the Bronson parking lot, the trees are delivered and installed by the Contractor at various locations on the RCS in the week prior to the opening of the RCS. Delivery of trees to other event sites will take place as they are picked up from the Bronson parking lot facility. The trees delivered to other sites will **not** be installed by the Contractor or his staff nor will they dispose of them.

REQUIREMENTS

Contractor responsibilities:

- a) Provide the necessary vehicles and staff to load, transport and unload trees from a variety of locations to the Bronson parking lot.
- b) Provide the vehicles and staff to load and unload trees destined for other event sites.
- c) Provide the vehicles and necessary staff to load, unload and install trees at rest areas and other areas on the RCS as designated by the NCC.
- d) Dispose of the RCS trees after the closing of the RCS.

The NCC shall:

- a) Provide a list of Christmas tree vendors and suppliers, with complete contact information for each.
- b) Provide the Christmas trees

TYPICAL RESOURCES

- a) Waste bins (as required)
- b) Trucks or floats as required
- c) Auger (to drill holes in ice to anchor trees)
- d) Chipper and vehicles necessary to transport resulting mulch.

DISPOSAL OF THE TREES

Once the trees have been removed from the ice at the end of the skating season, the Contractor must ensure the trees are chipped and used as mulch. Under no circumstance will the NCC allow the trees to be brought to a waste dump or other such facility.

8. GENERAL REQUIREMENTS

8.1 Materials, and Vehicles

- a) The Contractor will supply the necessary vehicles and drivers to deliver, manipulate, dismantle and return the NCC assets as required. Vehicles travelling on the RCS should have tires that are appropriate for the driving conditions. Chains and studded tires are not permitted. The weight of the vehicles should be as light as possible as it is circulating on a floating ice surface.
- b) The Contractor will supply the tools, materials and equipment necessary in order to perform the tasks identified in this document. Such tools, materials and equipment may include, but not be limited to: ladders, power tools, hand tools, a level, ice augers, chain saw, lifting devices, miscellaneous hardware, cable ties and break-away ties, aircraft cable, rope, specialised bits for drilling into the ice, caution tape, snow shovels, broom(s), light trucks and trailers, etc.
- c) All personnel and company vehicles must be properly identified with its company logo.

8.2 Installation and removal schedule

The Contractor will collaborate with the NCC in order to develop the final installation/removal schedule, as some elements must be installed / removed before others within the overall operational plan of the RCS. A typical timeline is included with this document (see APPENDIX A - Key Activity Schedule – Typical timeline). The times indicated are not meant to indicate the duration of specific tasks, but rather the sequence of events and how certain tasks can take place during the same time period.

8.3 Monitoring

- a) The Contractor will allow the Commission, its officers and agents (CMO), to inspect and monitor the work being performed at all times.
- b) The NCC shall monitor and evaluate regularly the conditions of the assets, the RCS and the services rendered by the Contractor in order to meet standards for safety and exceptional service to the public.
- c) The NCC shall identify a Contract Management Officer (CMO) for this Contract who shall be the Contractor's principal contact at the NCC. The CMO shall make regular inspections to ensure that all Contractual obligations are met. The CMO shall inform the Contractor of his/her observations. A formal evaluation shall be conducted once a year. The purpose of the evaluation is to identify areas of improvement.

8.4 Access

- a) The Contractor will have access to NCC storage facilities during regular hours of operation. Hours of operation are as follows: 1740 Woodroffe - Monday to Friday, 0700 to 1430. 80 Bayview – Monday to Friday, 0730 to 1530.
- b) The NCC will allow the Contractor to setup a storage container/trailer (size and location to be determined) for the storage of tools, materials and equipment required by the Contractor in completing the tasks of this contract. Costs associated with the container/trailer, it's content, electrical and telephone installations are the sole responsibility of the Contractor.

8.5 Qualified personnel

The Contractor will supply qualified personnel in order to accomplish the tasks contained in this contract.

8.6 Documents

The NCC shall:

- a) Provide a contact list at the beginning of the contract and distribute updates as required.
- b) Provide a preliminary schedule prior to the event, which is to be developed in consultation with the Contractor.
- c) Provide a revised schedule 15 days prior to the event, which is to be developed in consultation with the Contractor.
- d) Provide revisions to the schedule as dictated by changes to operational requirements or as dictated by weather conditions.

8.7 Reports and meetings

- a) The Contractor will provide a written post-event damage assessment report no later than May 1st of each calendar year of the contract. This report will be accompanied by the Contractor's detailed maintenance and refurbishing estimate for the ensuing year of the contract.
- b) The Contractor will actively participate in yearly pre-event meetings to be convened by the NCC and daily meetings as required during the RCS season.
- c) The Team Leader shall provide support to the NCC if ever the NCC is involved in litigation related to the subject matter of the contract. This will include providing the NCC with a copy of all relevant reports and logs prepared by the Contractor.
- d) The Team Leader shall keep a daily log of his / her monitoring and of his / her findings. This log will be developed by the NCC in consultation with the Contractor.

8.8 Increase or omission of Services

- a) The Contractor will notify the NCC immediately of non-rendered services and give reasons why the services were not provided.
- b) The NCC will notify the Contractor of any increase or reduction in service. The NCC may increase or reduce a service at any time at its sole discretion with a 24 hour notice to the Contractor. Notwithstanding the aforementioned, the Contractor will do everything within his power to respond to any demands, requests and increases in services that the NCC may ask for with less than 24 hours' notice. These additional or reduced services are to be provided by the Contractor at the same rates as mentioned in this document. If the Contractor is unable to comply with an NCC request, the NCC may, at its sole discretion, hire other personnel and resources in order to accomplish the task(s).

8.9 Safety & Security

The Contractor shall:

- a) Obey at all times the rules of access of the RCS as listed on the NCC vehicular passes or as specified by the NCC.
- b) Consult the NCC online ice condition map each morning to get skating/ice conditions.
- c) During Winterlude: require an access pass to access its sites as well as Queen Elizabeth Drive and the RCS.
- d) Have flashing warning lights clearly visible on vehicles travelling on the RCS.
- e) Instruct its personnel of the proper use and handling of any equipment, tools and materials required or used by the Contractor in order to complete the tasks contained in this contract, or any other tasks designated by the NCC after consultation with the Contractor.
- f) Participate with its staff to a safety and orientation session offered by the NCC prior to the start of the contract and repeated yearly, if required. Duration of the session will be three (3) hours. Topics to be covered will include;

- General information on the RCS
- Lines of communication with the NCC
- Walkie-talkie protocol
- General standards of quality expected by the NCC
- Procedures for the safe operation of motorized vehicles on the RCS
- Other relevant topics as identified by the NCC

8.10 Communications

- a) The Contractor will not act as a spokesperson for the NCC. In the case of media inquiries, the Contractor must advise the NCC media relations liaisons authorities immediately.
- b) The Contractor will supply cell phones and additional walkie-talkies as necessary in order to facilitate communication between the Contractors Team Leader and other members of his staff during the Skateway season.
- c) The NCC will provide communication devices (walkie-talkies) to key Contractor personnel. The Contractor must ensure that the Walkie-talkies are fully charged and worn by designated personnel during the execution of any of the services required by this contract, or at any other time as designated by the NCC. The Contractor will be entirely responsible for the return of walkie-talkies to the NCC at the end of the RCS season, or at a time designated by the NCC.

8.11 General work standards

The Contractor will:

- a) Ensure the cleanliness of all installations by removing any loose dirt and dust on NCC assets with a damp cloth and a mild soap before, during and after installation.
- b) Pick up all debris caused by the installation/removal of the elements (i.e. cable tie ends, rope, etc.)
- c) Take care as to not damage any assets during transportation and handling. The Contractor will repair any damages to both structure and signage elements damaged during transportation or through improper or careless handling.
- d) During the skating season, remove the snow and ice on the small assets.
- e) Comply with changes and or corrections requested by the NCC.

8.12 Occupational health and safety requirements

Refer to the attached 5-page document entitled Occupational Health and Safety Requirements.

8.13 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 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 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 Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

8.14 Security Clearance

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.

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 more information, refer to the annexed two-page Security Requirements document.

8.15 Lost, Found and Donated Items

The Contractor shall collect all (less valuable and valuable) items found on Lands included in this Contract and deliver them promptly to the First Aid Trailer Lost and Found representative. If not available, the items should be given to the CMO.

8.16 Alterations to Scope of Contract

The NCC reserves the right to make alterations to any part of the Subject Matter at any time or times during the Term by delivery of notice in writing to that effect to be effective from the date stipulated which shall not be earlier than ten (10) Business Days after the deemed delivery date of the written notice. These alterations shall consist of additions, re-allocations, revisions or withdrawals of sites/programs/ services/activities/sub-activities* (e.g. activities: Christmas tree program, asset maintenance, etc.).

*A solidus (/) throughout section 8.16 “Alterations to Scope of Contract” means “and/or” e.g.: site and/or program and/or event, etc.

9. APPENDIX LIST

APPENDIX A - Key Activity Schedule – Typical timeline

The Key Activity Schedule is an operational work tool that captures the important requirements of this Contract (key activities and their locations). The Contractor and NCC shall both actively participate in the preparation of the final installation and removal schedule. The Key Activity Schedule is not intended to replace any or all of the contractual requirements put forward in this Contract, but is a partnering tool to better plan for the essentials of this Contract

APPENDIX B - Inventory and Distribution of Small Assets

The NCC may, at its sole discretion, modify, add or reduce assets used on the RCS and handled by the Contractor. If, in the opinion of the NCC, additions or modifications of certain assets significantly increase/decrease the amount or nature of the work performed by the Contractor, contract change orders will be issued to reflect those changes. The inventory and distribution list that has been provided is intended to be used as a tool to help the Contractor more effectively calculate the work required. The NCC reserves the right to modify the distribution pattern of assets from year to year.

APPENDIX C - RCS Site Maps

APPENDIX D – Small asset catalogue

APPENDIX E: RCS pedestrian crossings maps and specs