

PROJECT TITLE:	Long Term Integrated Interprovincial Crossings Plan for Canada’s Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada’s Capital Region	
RETURN BID TO:	National Capital Commission Procurement Services 40 Elgin Street, 2 nd floor Security Office Ottawa, ON, K1P 1C7 between the hours of 8:00am and 4:00pm (except on the solicitation closing date)	Contract Number
SOLICITATION CLOSING DATE AND TIME:	February 3, 2020 3:00 pm, (EST) Bids received after this closing date and time will not be accepted and will be returned unopened.	

Address all inquiries in writing to: Allan Lapensée, Senior Procurement Advisor, NCC, by email at allan.lapensee@ncc-ccn.ca . (See section Part 2, item 2.3 - Enquiries – Bid Solicitation).

This title page must be dated, signed and returned with your Bid, thereby you acknowledge having read, understood and accepted this Bid Solicitation which includes Appendix “A”- Statement of Work and any/all other Attachments, Appendices and Annexes referred to herein and all Addenda issued.

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

There will not be a public opening for this bid solicitation.

BUSINESS NAME AND ADDRESS OF BIDDER (please print or type)	
Name:	_____
Address:	_____ _____
Telephone No.:	_____ Fax No.: _____
Email:	_____

I / We hereby offer to supply to the NCC in accordance with the terms and conditions set out herein, the Services outlined as per Appendix “A” - Statement of Work; Attachments; Appendix “B” - Financial Bid; my /our Bid and all Addenda issued.		
_____	_____	_____
Name and title of person authorized to sign on behalf of Bidder (please print or type)	Signature	Date
Your Bid is accepted to supply to the NCC, in accordance with the terms and conditions set out herein, the Services outlined per Appendix “A” - Statement of Work; Attachments; Appendix “B” - Financial Bid; your Bid and all Addenda issued.		
_____	_____	_____
Name and title of the person authorized to sign on behalf of the NCC (please print or type)	Signature	Date

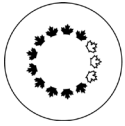


TABLE OF CONTENTS

TABLE OF CONTENTS.....2

PART 1 - GENERAL INFORMATION 6

1.1 Introduction..... 6

1.2 Summary..... 6

1.3 Debriefings 6

1.4 Bid Validity Period 7

1.5 Language of Bid Submission and Resulting Contract..... 7

PART 2 – BIDDER INSTRUCTIONS..... 8

2.1 Standard Instructions, Clauses and Conditions 8

2.2 Submission of Bids..... 8

2.3 Enquiries - Bid Solicitation..... 8

2.4 Bidder’s Checklist..... 9

2.5 Financial Bid Inclusions..... 9

2.6 Security Requirement..... 9

2.7 Applicable Laws 9

2.8 Improvement of Requirement during Solicitation Period..... 9

2.9 Minor Aberrations 10

2.10 Only one Bid Submission from an Entity will be accepted 10

2.11 Bid Proprietary and Confidentiality 10

2.12 Revision to Bid Submissions 10

2.13 Unacceptable Bids 10

2.14 Access to Information..... 10

2.15 Acceptance of Bid 10

2.16 Federal Contractors Program for Employment Equity (Canadian Suppliers Only)..... 11

PART 3 – BID PREPARATION INSTRUCTIONS..... 12

3.1 Bid Preparation Instructions 12

3.2 Mandatory Requirements (if applicable) 12

3.3 Technical Bid..... 12

3.4 Financial Bid 13

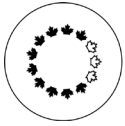
3.5 Disbursements 13

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION..... 15

4.1 Evaluation Procedures 15

4.2 Mandatory Requirements 15

4.3 Technical Evaluation 15



4.4 Financial Evaluation 15

4.5 Basis of Selection..... 15

4.6 Bid Compliancy 16

4.7 Assessing a Bid..... 16

PART 5 - RESULTING CONTRACT CLAUSES 17

5.1 Statement of Work..... 17

5.2 Priority of Documents 17

5.3 Security Requirement..... 17

5.4 Successors and Assigns 19

5.5 Assignment..... 19

5.6 Time of the Essence..... 19

5.7 Insurance..... 19

5.8 Term of Contract 20

5.9 Code of Conduct 20

5.10 Termination or Suspension not due to Default of the Contractor..... 20

5.11 Default by the Contractor and Termination due to Default of Contractor..... 21

5.12 Authorities 22

5.13 Inspection and Acceptance of the Work..... 22

5.14 Basis of Payment 23

5.15 Method of Payment 23

5.16 Records to be kept by Contractor 24

5.17 Invoicing Instructions..... 24

5.18 Conflict of interest—unfair advantage - Future procurement processes relating to LeBreton..... 25

5.19 Limitation of Liability 25

5.20 Ownership of Intellectual and Other Property including Copyright 25

5.21 Indemnification 26

5.22 Notices..... 26

5.23 Canadian Labour and Materials 26

5.24 Conflict of Interest 26

5.25 Contractor Status 27

5.26 Warranty by Contractor 27

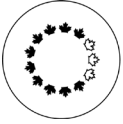
5.27 Amendments 27

5.28 Hours and Place of Work 27

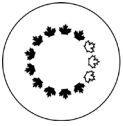
5.29 No Additional Remuneration 27

5.30 Compliance with Legal Requirements..... 27

5.31 Responsibility of the NCC 27

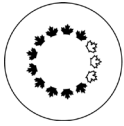


5.32	Ownership of Documents	28
5.33	Managers, Employees, Agents and Sub-contractors.....	28
5.34	Use of NCC Geomatics’ Database.....	28
5.35	Obligation to provide Contract Security.....	28
5.36	Entire Agreement	29



DEFINITIONS AND TERMINOLOGY

The following Abbreviations / Definition as may be used within this Bid Solicitation	NCC Definitions as it applies to this Bid Solicitation
Bid	The reply submitted by a Bidder in response to a Bid Solicitation.
Bid Solicitation (BS)	The Bid Solicitation
Bidder	Person submitting a Bid in response to a Bid Solicitation
Calendar Days	All days of the week Monday through Friday, including weekends and Statutory Holidays.
Contract	Means the contract documents referred to in Part 5 and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties.
Contract Price	The amount stated in the Contract to be payable to the Contractor for the Services including all applicable taxes.
Contractor	Means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work as outlined in Appendix “A” - Statement of Work under the Contract.
NCC	National Capital Commission
NCC Client Representative	Means the person designated in the Contract, or by written notice to the Contractor, to act as the Client Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Senior Procurement Advisor to the Contractor.
Person	Includes, unless there is an express stipulation in the Contract to the contrary, any partnership, proprietorship, firm, joint venture, consortium or corporation.
Senior Procurement Advisor (Contracting Authority)	The person designated by the title in the Contract or by notice to the Contractor, to act as NCC’s representative to administer the Contract.
SOW	Statement of Work
Technical Documentation	Means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.
Work	Unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor as outlined in Appendix “A” - Statement of Work to perform the Contractor’s obligations in accordance with the Contract.



PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into five parts plus Appendices and Annexes, as follows:

Part 1 - General Information: provides a general explanation of this Bid Solicitation and provides additional General Information.

Part 2 - Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation.

Part 3 - Bid Preparation Instructions: provides Bidders with instructions on how to prepare their Bid.

Part 4 - Evaluation Procedures and Basis of Selection: indicates how the evaluation of bids received will be conducted, the evaluation criteria that must be addressed in the Bid and the basis of selection.

Part 5 - Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

List of Appendices include:

1. Appendix “A” - Statement of Work
2. Appendix “A-1” - Bidders’ Checklist
3. Appendix “A-2” – Point Rated Technical Criteria
4. Appendix “B” - Financial Bid

List of Annexes include:

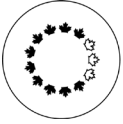
1. Annex “A” - Certificate of Insurance
2. Annex “B” - Personnel screening, consent and authorization Form
3. Annex “C” - Supplier – Direct deposit payment and tax information Form

1.2 Summary

- 1.2.1 The NCC is seeking to establish a contract for **Long Term Integrated Interprovincial Crossings Plan for Canada’s Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada’s Capital Region** as defined in Appendix "A" - Statement of Work.

1.3 Debriefings

- 1.3.1 A debriefing of a Bidders’ Technical Bid will be provided, if requested to the NCC Contracting Authority, within fifteen (15) calendar days of receipt of the notice. The debriefing request must be provided in writing via email directly to the NCC Contracting Authority.

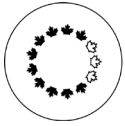


1.4 Bid Validity Period

- 1.4.1 All Bids received shall not be withdrawn for a period of **90 calendar days** following the date and time of the Bid solicitation closing.
- 1.4.2 The NCC reserves the right to seek an extension to the Bid validity period. Upon notification in writing from the NCC, Bidders shall have the option to either accept or reject the proposed extension.
- 1.4.3 If the extension is accepted, in writing, by all those who submitted Bids, then the NCC shall continue immediately with the evaluation of the Bids and its approval processes.
- 1.4.4 If the extension is not accepted in writing by all those who submitted Bids then the NCC shall, at its sole discretion, either:
 - (a) continue to evaluate the Bids of those who have accepted the proposed extension and seek the necessary approvals; or
 - (b) cancel the Bid Solicitation.
- 1.4.5 The provisions expressed herein do not in any manner limit the NCC’s rights in law or under 2.15 – Acceptance of Bid.

1.5 Language of Bid Submission and Resulting Contract

- 1.5.1 Bid documents and supporting information may be submitted in either English or French.
- 1.5.2 The language of the resulting contract shall be the language of the Proposal submitted.



PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in this bid solicitation by number, date and title are set out by the NCC.

Bidders, who submit a Bid, agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

By submitting a Bid, the Bidder and its affiliates agree to abide by the NCC Code of Conduct, see 5.9 - Code of Conduct.

The NCC shall not be obligated to reimburse or compensate any Bidder, its sub-contractors or manufacturers for their Bid submission for any costs incurred in connection with the preparation of a response to this Bid Solicitation. All copies of Bids submitted in response to this Bid Solicitation shall become the property of the NCC and will not be returned.

2.2 Submission of Bids

Bids must be submitted **ONLY** to the NCC by the date and time and at the location indicated on the title page (page 1) of this bid solicitation.

Bids transmitted by facsimile or electronic mail WILL NOT be accepted.

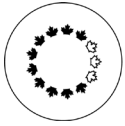
The bid must be signed by a duly authorized signing officer of the company in his/her normal signature designating against his/her signature the official capacity in which the signing officer acts. The corporate seal of the company (if applicable) must also be affixed to the bid.

2.3 Enquiries - Bid Solicitation

2.3.1 All enquiries must be submitted in writing to the Senior Procurement Advisor, identified on the title page (page 1) of this Bid solicitation as early as possible within the solicitation period and no later than **ten (10) calendar days before bid closing** to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.

2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the NCC to provide an accurate answer. Technical enquiries, that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the NCC determines that the enquiry is not of a proprietary nature. The NCC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered by addenda to all bidders.

2.3.3 To ensure consistency and quality of the information provided to all Bidders, the Senior Procurement Advisor shall examine the content of the enquiry and shall decide whether or not to issue an addendum. All enquiries and other communications related to this Bid Solicitation sent throughout the solicitation period are to be directed **ONLY** to the Senior Procurement Advisor identified page 1. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.



2.4 Bidder’s Checklist

NCC has provided a Bidders’ Checklist, under separate cover, entitled Appendix “A-1” - Bidders’ Checklist. This document outlines what documents the Bidder is responsible to complete and submit as part of their Bid submission to the NCC. If there is a discrepancy between or conflict in the contents of the Bidders’ Checklist and this Bid Solicitation, the Bid Solicitation shall take precedence and govern.

2.5 Financial Bid Inclusions

Bidders should include the following information in their Financial Bid:

2.5.1 Their legal name;

2.5.2 The name of the contact person (including this person’s mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with the NCC with regards to:
a) their Bid; and
b) any contract that may result from their Bid.

Bidders must also sign their Financial Bid and provide a price breakdown (if applicable) per the Appendix “B” - Financial Bid herein.

2.6 Security Requirement

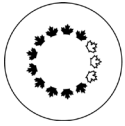
Refer to section 5.3.

2.7 Applicable Laws

This Bid and any resulting contract therefrom is to be interpreted, construed and governed by, and the relations between the parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein. The relationship between the parties must also be conducted in accordance with these laws.

2.8 Improvement of Requirement during Solicitation Period

Should Bidders consider that the Statement of Work contained in this bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Senior Procurement Advisor identified on the title page (page 1) of this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Senior Procurement Advisor at least ten (10) calendar days before the bid closing date. The NCC reserves the right to accept or reject any or all suggestions.



2.9 Minor Aberrations

The NCC may waive informalities and minor irregularities in Bids received, if the NCC determines that the variation of the Bid from the exact requirements set out in the Bid Solicitation documents can be corrected or waived without being prejudicial to other Bidders.

2.10 Only one Bid Submission from an Entity will be accepted

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

2.11 Bid Proprietary and Confidentiality

This Bid Solicitation and all supporting documentation have been prepared by the NCC and remain the sole property of the NCC, Ottawa, Canada. The information is provided to the Bidders solely for its use in connection with the preparation of a response to this Bid Solicitation and shall be considered to be the proprietary of the NCC.

Bids will be held in strict confidence until opening.

2.12 Revision to Bid Submissions

A Bid submitted in accordance with the Bid Solicitation, and notwithstanding that the Bid may not be initially submitted by facsimile or via email, may be amended by letter or facsimile provided that revision is received at the location designated for the receipt of Bids on or before the date and time set for the receipt of Bids. The revision must be on the Bidder's letterhead or bear a signature that identifies the Bidder, and must clearly identify the change(s) to be applied to the Bidders original Bid submission.

2.13 Unacceptable Bids

- Bids not submitted on the forms provided by the NCC
- Faxed bids and bids by e-mail unless otherwise stated
- Bids received after the bid closing date and time
- Incomplete bids may be rejected
- Unsigned bid shall be disqualified

2.14 Access to Information

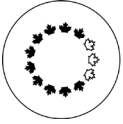
Bidders are advised that as a Crown Corporation, the NCC is subject to the provisions of the **Access to Information Act (ATI Act)** <https://laws-lois.justice.gc.ca/eng/acts/a-1/> . Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.

2.15 Acceptance of Bid

2.15.1 The NCC may accept any bid, whether it is the lowest or not, or may reject any or all bids.

2.15.2 Without limiting the generality of item 2.15.1, the NCC may reject a bid if any of the following circumstances are present:

- (a) the Bidder, or any employee or subcontractor included as part of the bid, have been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"),



124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the *Financial Administration Act*;

- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
- (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) the Bidder is a member of the NCC's Advisory Committee on Planning, Design and Realty or is the member's respective firm;
- (e) with respect to current or prior transactions with the NCC:
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
 - (ii) evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
 - (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor's hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
 - (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

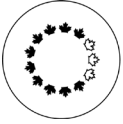
2.15.3 In assessing the Bidder's performance on other contracts pursuant to item 2.15.2(e)(iv), the NCC may consider, but not be limited to, such matters as:

- (a) the quality of workmanship in performing the Work;
- (b) the timeliness of completion of the Work;
- (c) the overall management of the Work and its effect on the level of effort demanded of the NCC and its representative; and
- (d) the completeness and effectiveness of the Contractor's safety program during the performance of the Work.

2.15.4 If the NCC intends to reject a bid pursuant to a provision of items 2.15.1, 2.15.2 or 2.15.3 other than item 2.15.2(b), the NCC shall so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representation, prior to making a final decision on the bid rejection.

2.16 Federal Contractors Program for Employment Equity (Canadian Suppliers Only)

Not applicable



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The NCC requests that Bidders submit their bid to provide Professional Services to the NCC as per the attached Appendix “A” - Statement of Work, in separate sections as follows:

- Technical Bid (1 hard copy) + 1 USB key (soft copy))
- Financial Bid (1 hard copy) in a separate sealed envelope

Prices must appear in Appendix “B” - Financial Bid only. No prices must be indicated in any other section of the Bid.

The NCC requests that bidders use a numbering system that corresponds to the bid solicitation in the preparation of their Bid.

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

As a green initiative, the NCC suggests that the Technical Bid follow these “green” practices:

- use recycled paper products
- print double sided
- use a maximum font of 11
- no binders and/or plastic sheets (note plastic rings to bind documents is acceptable)

In the event of a bid submitted through contractual joint venture, the bid shall either be signed by all members of the joint venture or a statement shall be provided to the effect that the signatory represents all parties of the joint venture. All members of the joint venture shall be jointly and severally or solitarily liable for the performance of any resulting contract awarded as a result of a joint venture.

3.2 Mandatory Requirements (if applicable)

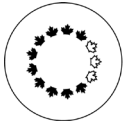
N/A.

3.3 Technical Bid

In their Technical Bid, Bidders must demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders must demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The Technical Bid must address clearly and in sufficient depth the points that are subject to the evaluation of the rated criteria (see Appendix “A-2” - Point Rated Technical Criteria) against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, the NCC requests that Bidders address and present topics in the order of the rated criteria, and under the same headings. To avoid duplication, bidders may refer to different sections of their bid by identifying the specific paragraph and page number where the subject topic has already been addressed.

Unless specified otherwise in the bid solicitation, the NCC will evaluate only the documentation provided with a bidder’s bid.



Appendix “A-2” –Point Rated Technical Criteria may contain additional instructions that Bidders should consider when preparing their Technical Bid.

3.4 Financial Bid

Bidders must submit their Financial Bid in **Canadian funds** and in accordance with the pricing schedule detailed in Appendix “B” - Financial Bid. The total amount of Goods and Services Tax (GST), Harmonized Sales Tax (HST) or QST (Quebec Sales Tax) is to be shown separately, as applicable.

When preparing their Financial Bid, Bidders should review Part 5, item 13 - Basis of Payment of this Bid Solicitation.

The total price specified in Appendix “B” – Financial Bid, when quoted by the Bidder, is an all-inclusive lot price. The unit prices and extended totals specified in Appendix “B” - Financial Bid, when quoted by the Bidder are all inclusive.

The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST) the Harmonized Sales Tax (HST) and the Quebec Sales Tax (QST). The successful Bidder will be required to indicate separately, with the request for payment, the amount of GST, HST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the Contractor who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments. The successful firm will also be requested to complete and sign the attached ‘Supplier Direct Deposit & Tax information form, and annex a void cheque for Electronic Funds Transfer (EFT) validation purposes.

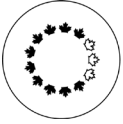
3.5 Disbursements

Travel and travel related expenses (i.e. travel time, travel fare, mileage, parking, etc.) within Gatineau - Ottawa are to be included in the applicable unit rates.

The following costs shall be included in the unit rate fees to deliver the required services and shall not be reimbursed separately:

The base rate of pay, wages or salaries;

- a) Vacation pay;
- b) Benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Contractor;
- c) Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Workplace Safety and Insurance Board, Worker’s Compensation
 - iv. Board or Commission de la santé et de la sécurité du travail premium;
 - v. Public Liability and Property Damage insurance premiums; and
 - vi. Health tax or insurance premiums;
- d) Incentive remuneration/Profit sharing;
- e) Sick pay;
- f) Computers and standard computer software (as well as peripheral devices but excluding printing devices);
- g) Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
- h) Stationery/miscellaneous offices supplies;
- i) E-mail addresses/servers;



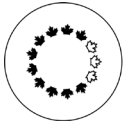
- j) Short-term disability / parental or maternity leave;
- k) Training costs;
- l) Professional associations;
- m) Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time
 - ii. travel fare
 - iii. mileage
 - iv. parking fees
 - v. lodging
 - vi. meals
 - vii. taxi charges
- n) Site parking or arrangements in lieu thereof;
- o) Local and head office overheads;
- p) Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Statement of Work;
- q) Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices;
- r) Courier and delivery charges for deliverables specified in the Statement of Work;
- s) In-house computer work station;
- t) Plotting charges;
- u) Presentation materials;
- v) Rental of office space.
- w) Translation of all tender documents; and
- x) Profit

The following disbursements are not to be included in the Fees. When pre-approved by the NCC Client Representative they will be reimbursed to the consultant at actual cost or as described below:

- a. additional to that specified in the Statement of Work; extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
- b. Extraordinary transportation costs for material samples and models additional to that specified in the Statement of Work;
- c. Fees for approvals and permits to conduct field investigations and material testing;
- d. Other extraordinary disbursements preapproved by the project representative and provided they are:
 - i. reasonably incurred by the Consultant
 - ii. related to the services required

In all such cases, extraordinary requirements should be described and estimated, if their need is only identified, formalized and approved in writing in advance by the NCC Client Representative.

All payable disbursements must be itemized and supported by receipts where possible.



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of the NCC will evaluate the Bid submissions. From time to time, the evaluation team could include individuals from outside the NCC.

4.2 Mandatory Requirements

- 4.2.1 n/a.

4.3 Technical Evaluation

- 4.3.1 Please reference Appendix “A-2” - Point Rated Technical Criteria, attached herein. Rated criteria not addressed will be given a score of zero.

4.4 Financial Evaluation

- 4.4.1 Please reference Appendix “B” - Financial Bid, attached herein. For bid evaluation purposes, the total cost inclusive of all disbursements and applicable taxes will be the evaluated price.

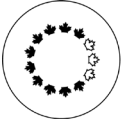
4.5 Basis of Selection

Highest Combined Rating between Technical Merit (65 points) and Total Evaluated Price (35 points).

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. score a minimum of 60% for each point rated criteria, and a minimum total point rated score of 70% (45.5 points). The maximum technical points available are 65 points.
2. Only the price envelopes of the responsive bids will be opened. The responsive bid with the lowest overall price will receive 35 points (maximum pricing score). The other responsive bids will be allocated pricing points prorated against the lowest evaluated price. For example, if the lowest overall fee proposed by a bidder is \$ 100,000 and another bidder’s fee submission is \$ 120,000, the \$ 120,000 fee proposal would be awarded 29.1 points ($\$ 100,000 / \$ 120,000 \times 35 \text{ points} = 29.1 \text{ points}$)
3. The responsive bid with the highest combined rating of Technical merit and Price will be recommended for award of a contract.

Negotiations: In the event that the highest ranked bidder exceeds the amount of funding the NCC has allocated for the work (FOR TABLE 1 WORK ONLY):

- a) by 25% or less, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and negotiate with the highest ranked bidder a corresponding reduction in the tendered price



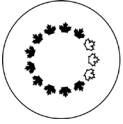
- b) by more than 25%, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and invite all responsive bidders to re-tender the work, and, subsequently re-rank the bidders as per items 2 and 3 above.
- c) If negotiations or a re-tender are undertaken as is contemplated in item a)(iii) or b)(iii) above, Bidders shall retain the same sub-consultants and suppliers as they carried in their original tenders.
- d) If the NCC elects to negotiate a reduction in the tender price as is contemplated in a)(iii) herein and the negotiations fail to reach an agreement, the NCC shall then exercise either of the options referred to in a.(i) or a.(ii)

4.6 Bid Compliancy

- 4.6.1 The NCC reserves the right to not accept the successful Bid or any of the Bids received, to cancel this bid solicitation and/or re-issue this bid solicitation in its original or revised form. The NCC also reserves the right to negotiate with the successful bidders and/or all bidders
- 4.6.2 In the event two or more responsive bids have identical Highest Combined Rating (within a decimal place i.e. 82.12 vs 82.18), the bid that offers the lowest Total Evaluated Price: Total of Table 1 detailed in Appendix “B” - Financial Bid will be recommended for award of a contract.

4.7 Assessing a Bid

- 4.7.1 When assessing a bid the following will apply:
 - a) if there are errors in the mathematical extension of unit price items, the unit prices prevail and the mathematical extension is adjusted accordingly;
 - b) if there are errors in the addition of lump sum prices or unit price extensions, the bid is not rejected but the total is corrected and the correct amount reflected in the total bid price;
 - c) if there is an error in the calculation of applicable taxes, the bid is not rejected but the total is corrected and the correct amount reflected in the total bid price;
 - d) All unit prices must be entered.



PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

5.1 Statement of Work

The Contractor shall perform the Work in accordance with the Appendix “A” - Statement of Work and the Contractor’s technical bid entitled _____, dated _____.

5.2 Priority of Documents

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) Any amendment or variation to the contract documents;
- (2) This Bid Solicitation
- (3) Appendix “A” - Statement of Work ;
- (4) Appendix “B” - Financial Bid;
- (5) The Contractor's Technical Proposal dated _____

5.3 Security Requirement

NCC Corporate Security reserves the right to not award the Contract until such time as the contractor’s personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **RELIABILITY** ⁽¹⁾

(1) 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 during this contract.

Security screening of individual

NCC Corporate Security is ensuring that the proponent meets the appropriate security requirements and that all functions pertaining to NCC ops are addressed by conducting security screening. If proponent is accredited through Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD), or any other Federal entity or Crown Corporation, NCC Corporate Security may validate the security clearance of the proponent Team. NCC Corporate Security is an approved Federal Government source that may sponsor companies into the Industrial Security Program (ISP).

Fingerprinting

The screening process includes fingerprinting for identification purposes. NCC Corporate Security can process fingerprints as forms are provided. Since July 1st 2015, the RCMP (Royal Canadian Mounted Police) replaced the name-based criminal record checks for the mandatory electronic fingerprinting for criminal record checks for federal government employment security screening.

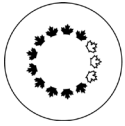
The RCMP does not retain civil fingerprint submissions. Once the submission is completed it is deleted from the RCMP system. At no time are civil fingerprints populated in a database where they could be subject to further search.

Company Security Officer

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

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



Responsibilities of the Company Security Representative

The CSO responsibilities are the following:

- Act as liaison between the NCC’s Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC 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 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;
 - The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
 - Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.
 - When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.
- If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

Security of Information

NCC Corporate Security reserves the right to request that the Contractor submit to an inspection of the premises on Document Safeguarding Capability (DSC) and/or IT Security, depending on the nature of the information it will be entrusted with. In the event that contractor does not meet the requirements to obtain the requested clearance, the contractor or subcontractor shall take the corrective measures recommended by NCC Corporate Security or the Public Services and Procurement Canada (PSPC)/Canadian Industrial Security Directorate (CISD) in order to meet these requirements.

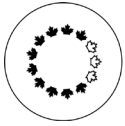
The Contractor shall take all necessary steps to ensure that documents and records, or any information, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than NCC personnel possessing the appropriate security level and authorization.

Confidentiality and Safeguarding

Any employee contracted by or employed by the contractor are forbidden to discuss issues pertaining to the project, including, but not limited to, to project’s layout, design, content and security provisions, except as they relate to the direct provisions of services and Work under this Contract.

The contractor shall not publish or display any documents, photographs, site plans, maps or information related to the project (or collected during the project), in any medium (including the internet) unless authorized by the NCC. The contractor shall not disclose such material or information to third parties unless authorized by the NCC.

The contractor shall return to the NCC all copies of all site photographs and construction documents, site plans and maps related to the project, including those distributed to anyone associated to this contract.



5.4 Successors and Assigns

5.4.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

5.5 Assignment

5.5.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.

5.5.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the NCC.

5.6 Time of the Essence

5.6.1 Time is of the essence of the contract. It is essential that the Work be performed within or at the time stated in the Contract.

5.6.2 Any delay by the Contractor in performing the Contractor’s obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and exceptional weather conditions of extreme violence or intensity.

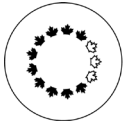
5.6.3 The Contractor shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Client Representative, the Contractor shall deliver a description, which is satisfactory to the NCC Client Representative of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Client Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.

5.6.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

5.7 Insurance

1 General

- a. The Consultant shall ensure that appropriate liability insurance coverage is in place to cover the Consultant and the members of the Consultant Team and shall maintain all required insurance policies as specified herein.
- b. The Consultant shall, if requested by the NCC Contracting Authority at any time, provide to the Contracting Authority an Insurer’s Certificate of Insurance and/or the originals or certified true copies of all contracts of insurance maintained by the Consultant pursuant to the provisions contained herein.
- c. The payment of monies up to the deductible amount made in satisfaction of a claim shall be borne by the Consultant.



- d. Any insurance coverage additional to those required herein that the Consultant and the other members of the Consultant Team may deem necessary for their own protection or to fulfill their obligations shall be at their own discretion and expense.
- 2 Commercial General Liability (CGL)
- a. The insurance coverage provided shall not be less than that provided by IBC Form 2100, as amended from time to time, and shall have: a limit of liability of not less than \$5,000,000 per occurrence; an aggregate limit of not less than \$5,000,000 within any policy year.
 - b. The policy shall insure the Consultant and shall include the National Capital Commission as an Additional Insured with respect to CGL liability arising out of the performance of the Services.
 - c. Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its Commercial Liability insurance or of any reduction to the claim limits it maintains.
- 3 Professional Liability
- a. The Professional Liability insurance coverage shall be in an amount usual for the nature and scope of the Services but, shall have a limit of liability of not less than \$ 500,000 per claim, and, \$ 1,000,000 Aggregate Limit. The coverage must be continually maintained from the commencement of performance of the Services until five (5) years after their completion.
 - b. Notice of Cancellation of Insurance Coverage: The Consultant shall immediately advise the Contracting Authority in writing upon being informed or in receipt of any notification of a pending cancellation of its professional Liability insurance or of any reduction to the claim limits it maintains.

5.8 Term of Contract

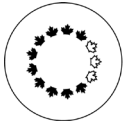
The period of the Contract is from signature of the Contract until April 30, 2021 inclusively.

5.9 Code of Conduct

The Contractor must comply with the [NCC Code of Conduct](#) which is available on the NCC website.

5.10 Termination or Suspension not due to Default of the Contractor

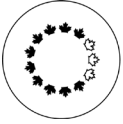
- 5.10.1 The NCC may, by giving written notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 5.10.2 All work completed by the Contractor to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, the NCC shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 5.10.3 In addition to the amount which the Contractor shall be paid under the item 5.10.2 and the Financial Bid – Appendix “B”, the Contractor shall be reimbursed for the reasonable Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.



- 5.10.4 Payment and reimbursement under the provisions in Financial Bid - Appendix “B”, shall be made only to the extent that they are established to the satisfaction of the NCC Client Representative, that the costs and expenses were actually incurred by the Contractor, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 5.10.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 5.10.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

5.11 Default by the Contractor and Termination due to Default of Contractor

- 5.11.1 If the Contractor is in default in carrying out any of its obligations under the Contract, the NCC may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the NCC within that cure period.
- 5.11.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the NCC may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 5.11.3 If the NCC gives notice under item 5.11.1 or 5.11.2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the NCC for all losses and damages suffered by the NCC because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the NCC in procuring the Work from another source. The Contractor agrees to repay immediately to the NCC the portion of any advance payment that is liquidated at the date of the termination.
- 5.11.4 Upon termination of the Contract under this section, the NCC may require the Contractor to deliver to the NCC, in the manner and to the extent directed by the NCC, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfillment of the Contract.
- 5.11.5 Subject to the deduction of any claim that the NCC may have against the Contractor arising under the Contract or out of the termination, the NCC will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the NCC considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the NCC pursuant to such direction and accepted by the NCC.
- 5.11.6 If, after the NCC issues a notice of termination under item 5.11.1 or 5.11.2, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Part 5, item 10 and the rights and obligations of the parties hereto shall be governed by Part 5 item 10 - Termination or Suspension not due to Default of the Contractor above.



5.12 Authorities

5.12.1 NCC Senior Procurement Advisor is:

Allan Lapensée
Senior Procurement Advisor
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 613-239-5678 ext. 5051
Email: allan.lapensee@ncc-ccn.ca

The Senior Procurement Advisor is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing the appropriate NCC delegated Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Senior Procurement Advisor.

5.12.2 NCC Client Representative

The NCC Client Representative for the Contract is:

█ (Name of person)
█ (Insert title)
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 613-239-5678 ext.

Email: █@ncc-ccn.ca

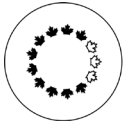
The NCC Client Representative is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Client Representative; however, the NCC Client Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Senior Procurement Advisor.

5.12.3 Contractor's Representative

█ (Name of person)
█ (Title)
█ (Name of contractor)
█ (Address)
City (), Postal code:
Telephone no.:
Fax no.:
Email address:

5.13 Inspection and Acceptance of the Work

5.13.1 All the Work is subject to acceptance by the NCC. Acceptance of the Work by the NCC does not relieve the Contractor of its responsibility for errors to meet the requirements of the Contract. The



NCC will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction at the Contractor’s expense.

5.14 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars the firm contract price stipulated below. This price includes all professional fees, travel, disbursements and applicable taxes. The applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) is to be indicated separately. The NCC will not pay the Contractor for any work modifications unless they have been approved, in writing, by the Senior Procurement Advisor before their incorporation into the Work. During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

TABLE 1

Description	Unit of Measure	Total Price
1. An all-inclusive firm price for the successful completion of Phase 1	Lump sum	\$
2. An all-inclusive firm price for the successful completion of Phase 2	Lump sum	\$
3. An all-inclusive firm price for the successful completion of Phase 3	Lump sum	\$
4. An all-inclusive firm price for the successful completion of Phase 4	Lump sum	\$
SUBTOTAL TABLE 1		\$
13% HST		\$
TOTAL TABLE 1		\$

It is a term of every contract providing for the payment of any money by the NCC that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment Section 40, *Financial Administration Act*.

5.15 Method of Payment

One of the following methods of payment will form part of the method of payment for this contract:

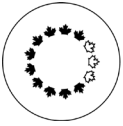
Single Payment

The NCC will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract:

Milestone Payment

The NCC will pay the Contractor on a milestone basis for work performed covered by the invoice in accordance with the payment provisions of the Contract upon receipt of the following:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified and accepted by the NCC;



(c) the work performed has been accepted by the NCC.

All payments will be NET thirty (30) days.

The NCC will make milestone payments in accordance with the Schedule of Milestones detailed below and the payment provisions of the Contract if all work associated with the milestones has been completed and accepted by the NCC. The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone #	Description	Firm Lot Price/Lump sum
1	Phase 1 - Issues and Opportunities Identification	\$ (to be entered at contract award)
2	Phase 2 - Vision and Principles	\$ (to be entered at contract award)
3	Phase 3 – Draft Strategic Document	\$ (to be entered at contract award)
4	Phase 4 - Implementation Plan, Actions, Roles	\$ (to be entered at contract award)

5.16 Records to be kept by Contractor

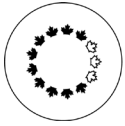
- 5.16.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.
- 5.16.2 The Contractor shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.
- 5.16.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of six (6) years following completion of the work.

5.17 Invoicing Instructions

The Contractor must submit invoices in accordance with the services rendered in accordance with their SOW. Invoices cannot be submitted until all work identified in the invoice is completed or accepted by the NCC.

Send by email at the following address: payables@ncc-ccn.ca

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



5.18 Conflict of interest— Other Work

The Contractor, during and after the period of performance of the Contract agrees that:

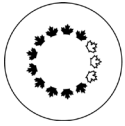
- 5.18.1 If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), for the Work performed under its Contract, the Contractor must not bid for any of that resulting contract(s); and
- 5.18.2 The NCC will disqualify any bid from the Contractor (or any entity that either controls or is controlled by the Contractor or, together with the Contractor, is under the common control of a third party, as well as such third party) for contracts, on any other work of this project for the Work performed under its Contract, as described in this clause, in respect to which the NCC determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

5.19 Limitation of Liability

- 5.19.1 The Contractor is liable for any damage caused by the Contractor, its employees, or sub-contractors. The Parties agree that no limitation of liability or indemnity provision applies to the Contract. Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

5.20 Ownership of Intellectual and Other Property including Copyright

- 5.20.1 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.
- 5.20.2 Any work prepared pursuant to this contract shall contain the following copyright notice:
NATIONAL CAPITAL COMMISSION (YEAR).
- 5.20.3 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the NCC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.
- 5.20.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.
- 5.20.5 The Contractor shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by



any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the *Copyright Act*. The obligation to indemnify under this clause shall survive termination of the resulting contract and shall remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which may be set out in this Contract.

5.21 Indemnification

- 5.21.1 The Contractor shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.21.2 The Contractor shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the NCC of anything furnished pursuant to the contract.
- 5.21.3 The Contractor's liability to indemnify or reimburse the NCC under the contract shall not affect or prejudice the NCC from exercising any other rights under law.

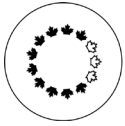
5.22 Notices

- 5.22.1 Subject to item 5.22.3 below, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 5.22.2 Any notice, order or other communication given in writing in accordance with item 5.22.1 above shall be deemed to have been received by either party:
- (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth (6th) day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 5.22.3 A notice given under 5.10 - Termination or Suspension not due to Default of the Contractor of this bid solicitation or 5.11 - Default by the Contractor and Termination due to Default of Contractor of this bid solicitation shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

5.23 Canadian Labour and Materials

The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

5.24 Conflict of Interest



The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the NCC Senior Contract.

5.25 Contractor Status

This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor’s personnel is engaged by the contract as an employee, servant or agent of the NCC. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker’s Compensation, or Income Tax.

5.26 Warranty by Contractor

The Contractor warrants that the Contractor is competent to perform the work required under the contract and that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work. The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which generally would be expected of a competent contractor in a like situation.

5.27 Amendments

No amendment of the contract or waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

5.28 Hours and Place of Work

When the Work is to be carried out in the NCC’s offices, the Contractor shall, in the interests of co-ordination, adopt the same hours of work as the NCC’s employees.

5.29 No Additional Remuneration

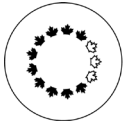
It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in Appendix “B” - Financial Bid of the contract and set out in greater detail in item 5.14 - Basis of Payment and 5.15 – Method of Payment of the present contract.

5.30 Compliance with Legal Requirements

The Contractor himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present contract.

5.31 Responsibility of the NCC

The NCC Client Representative shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this contract.



5.32 Ownership of Documents

All documents submitted or prepared by the Contractor under the terms of the contract shall become the property of the NCC, who shall become the owner of the copyright.

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

As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.

The NCC shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

5.33 Managers, Employees, Agents and Sub-contractors

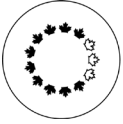
The Contractor shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-contractors comply with the terms of the present Contract. Without limiting the general nature of the above, contractors shall include in all subcontracts arising from this contract, clauses which are similar to these conditions, such clauses to be formulated in terms that are not less favourable to the NCC than their counterparts in the said conditions. The Contractor shall comply with these conditions and take any other actions required by the NCC in order to fulfil the terms of the present clause.

5.34 Use of NCC Geomatics' Database

The Contractor may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc., for the purposes of this Contract. The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments. The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in above paragraph. The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC. The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose. The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database. Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material including any derived works to the NCC, or provide proof to the NCC that all copies of the database and related material have been destroyed.

5.35 Obligation to provide Contract Security

NOT APPLICABLE

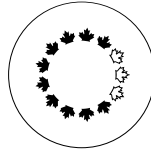


5.36 Entire Agreement

The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

APPENDIX A - STATEMENT OF WORK

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region



**NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE**

**APPENDIX A - STATEMENT OF WORK
PROFESSIONAL SERVICES**

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region

A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

December 18, 2019

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

Introduction

As part of the federal goal of ensuring the continued safety and function of interprovincial crossings in the National Capital Region (NCR), the National Capital Commission (NCC) was mandated through Budget 2019: to work with Public Services and Procurement Canada (PSPC) towards the replacement of the Alexandra Bridge as it is now more than 100 years old; refresh existing studies related to an additional NCR crossing (studies being refreshed as a separate assignment); and develop a long term integrated interprovincial crossings plan.

In accordance with its Capital planning mandate and the role assigned by the federal government to develop a long-term integrated interprovincial crossing plan, the NCC is seeking the services of an experienced and qualified firm whose mandate will be to develop this plan. The consultant team will help guide relevant federal, provincial and municipal partners to work collectively towards a more integrated, seamless and sustainable interprovincial mobility network by 2050, with short and medium-terms targets

The participation and collaboration of the Ontario Ministry of Transportation, Ministère des transports du Québec, the City of Ottawa (including OC Transpo), the City of Gatineau and STO are key to develop a comprehensive plan that reflects their values, plans and priorities.

Objectives

The Plan will propose a long term transportation strategy with vision and approaches for all parties to build on past successes and move forward to meet new and emerging challenges. The Plan will provide a profile of transportation issues, and priorities for facilitating sustainable mobility, long-term goals, and the way forward to achieve the following vision and objectives, while respecting the mandates of each partner:

- Propose sustainable and innovative choices to support interprovincial mobility;
- Promote, at the regional level, the transition to low-carbon and climate-resilient mobility networks and systems;
- Optimize the “people movement” capacity of the interprovincial network, while taking into account the notion of induced demand;
- Evaluate alternative potential solutions to reduce interprovincial heavy truck traffic in downtown areas, including emerging innovations, technologies and measures such as autonomous trucks, freight bicycles, innovative delivery logistics, that could make interprovincial freight transportation more sustainable and reduce impacts in the downtown core;
- Provide an overview of the interprovincial transportation system to 2050 and beyond;
- Take into account trends and important changes to be anticipated in terms of mobility;
- Evaluate governance options that take into account the current responsibilities of each partner, future changes in infrastructure stewardship and future mobility technologies.

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

Background & Planning Context

The NCR covers an area of 4,715 km² straddling the Ottawa River, and comprises the municipalities of Gatineau and Ottawa and surrounding rural communities. The 2016 population of the Ottawa-Gatineau Census Metropolitan Area was slightly over 1.3 million.

All levels of government are, in various ways, trying to work across jurisdictional and organizational boundaries to perpetually improve sustainable mobility. Despite notable advances, the NCR continues to be faced with some interprovincial multi-modal connectivity and continuity challenges. The five existing federally owned interprovincial crossings (Champlain Bridge, Chaudière Crossing, Portage Bridge, Alexandra Bridge, and Macdonald-Cartier Bridge) are critical to the livability and economic vitality of the region. The Prince of Wales Bridge is a former rail crossing presently owned by the City of Ottawa. There is consideration being given by the cities of Ottawa and Gatineau to convert the Bridge to a bicycle and pedestrian crossing. Past studies have proposed its potential for use as a future light rail crossing in the long term, particularly for commuters travelling north-south and west of the downtown areas.

The Chaudière Crossing and Alexandra Bridge will be undergoing significant repairs over the next few years. The Alexandra Bridge will be closed for replacement within the next decade for a period of approximately three years, which will have implications for overall regional travel patterns. Studies related to a sixth inter-provincial crossing are being refreshed as a separate assignment.

The three-tier political, administrative and financial framework of the governance structure in the region is complex. The NCC has authority over federal land use and infrastructure assets planning. The NCC has also been mandated by the federal government to develop a long term interprovincial integrated crossing plan in the National Capital Region. PSPC currently manages three of the five interprovincial crossings; Macdonald-Cartier, Alexandra and Chaudière Crossing. The provinces have highways planning authority and the municipalities are responsible for local transportation networks for all modes, including roads, transit, trucks, and active transportation, land use planning and zoning. Diverse multi-lateral ownership of and responsibilities over different transport assets often impacts functional excellence and unifying optimization of assets. This intricacy illustrates the need for a holistic long term vision and blueprint for moving forward collectively toward more sustainable and integrated interprovincial transport network focused on connectivity and mobility, while recognizing the respective the roles and responsibilities of the agencies.

This plan must also be aligned with municipal, provincial and federal targets for reducing greenhouse gas (GHG) emissions and climate change mitigation and adaptation, with transportation presently accounting for approximately 44% of greenhouse gas emissions in Gatineau and in Ottawa.

The Plan needs to build on the NCC's, provincial and municipal partners' plans and policies. Relevant reference documents that make a significant contribution to the NCR planning context include but are not limited to the following:

- The Plan for Canada's Capital 2017-2067 (NCC)
- The NCC Sustainable Development Strategy (2018);
- Roadmap to Low Carbon Operations in the National Capital Region (PSPC, 2018)
- NCC Urban Lands Plan (2017);

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

- NCC Greenbelt Master Plan (2013);
- Interprovincial Transit Strategy (2013)¹;
- Interprovincial Bridges Environmental Assessment (halted in 2013);
- NCC Strategic Transport Initiative (2005);
- Interprovincial Transport Concept Plan (2000);
- Politique de mobilité durable – 2030 : Transporter le Québec vers la modernité, (Government of Québec);
- Sustainability Insight - An innovative Strategy for Ontario's Ministry of Transportation;
- Étude complémentaire pour la réalisation d'un système de transport collectif structurant dans l'ouest de la Ville de Gatineau (Société de transport de l'Outaouais, 2018 to date);
- City of Ottawa Official Plan and Transportation Master Plan, 2013 (Update in 2021-22);
- City of Ottawa Pedestrian and Cycling Plans, 2013 (Update in 2022);
- Climate Change Master Plan and Energy Evolution: Ottawa's Community Energy Transition Strategy (Anticipated in Q4 2019 and Q1 2020);
- Ottawa Goods Movement Background, 2019;
- Ville de Gatineau Land Use and Development Plan (schéma d'aménagement et de développement révisé) (2015), and other related documents;
- Downtown Ottawa Traffic Tunnel Feasibility Study, 2016 (City of Ottawa);
- Plan de déplacement durable de la Ville de Gatineau (Ville de Gatineau);
- Canada-Quebec Road Agreement, 1973 (Amended in 1978).

Scope of Work

The work plan for the Plan is divided into four phases, with interim reports for each phase.

Phase 1 – Issues and Opportunities

This phase includes:

- Review past and present studies, emerging issues and existing plans, policies and strategic frameworks of the NCC, and its partners;
- Identify opportunities related to interprovincial transportation planning;
- Summarize emerging transport technology trends, such as electrification and eventual automation of vehicles;
- Identify interprovincial mobility network/ system opportunities, gaps and constraints;
- Explore and summarize importance of link between sustainable transportation infrastructure and services for the mobility of people and goods with regional growth, economic vitality and social development.

Deliverables: Interim report.

¹ This tripartite study tabled with the NCC, the City of Ottawa and the City of Gatineau in 2013. The study conclusions and recommendations have not been adopted as official policy by any of the partners.

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

Phase 2 – Vision, Principles

The vision and principles should take into account the following:

- Interprovincial transportation infrastructure and services connectivity, integration and sustainability;
- Integrated approach to policies for land use and transport;
- Transport demand management options with a view to optimizing the use of infrastructure;
- Induced transportation demand and its impacts;
- Long-term needs for interprovincial connections for both people and goods.

This phase will include stakeholder and public consultations

Deliverables: Interim report, summary of public/stakeholder consultations.

Phase 3 – Scenarios, Evaluation and Strategies

This phase includes:

- Development of scenarios that consider different modes of travel and modal shares using both the forecasting and back-casting approach and utilizing TRANS model and data;
- Recommendations on the long term low-carbon and sustainable transportation future including existing capacity optimization, sustainable freight transportation strategies, transit measures, and active mobility solutions that meet the long-term needs related to the interprovincial transportation of people and goods;
- Interprovincial mobility strategies to promote modal shift to transit and active transportation including transportation demand management and the implementation of sustainable interprovincial transportation solutions.

This phase will include public engagement, as well as up-to-date data and information analysis with the technical support of the TRANS Committee. The City of Ottawa, which administers the TRANS program, will make available to the selected experts the most recent data on household travel in the region. Any other data relevant to the analysis may also be integrated as needed.

Deliverables: Interim report, summary of public/stakeholder consultations.

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

Phase 4 –The Plan

This phase includes:

- Developing overall recommendations and implementation strategies;
- Providing governance proposals to ensure the effective management, implementation and monitoring of interprovincial mobility changes;
- Preparing the draft plan incorporating the work of all four phases;
- Revising strategies and documents as appropriate, following the final online public consultation.

Deliverables: The Plan.

Partners and Stakeholders

- Ville de Gatineau
- City of Ottawa / OC Transpo
- Public Services and Procurement Canada
- Ministère des Transports du Québec (MTQ)
- Ontario Ministry of Transportation (MTO)
- Société de transport de l'Outaouais
- Algonquins of Ontario and Quebec
- Environment and Climate Change Canada
- Community and business groups/associations

Project Governance

The project will be directed by the NCC Director of Long Range Planning and Transportation, and managed by the NCC Senior Transportation Planner with oversight by an inter-agency Steering Committee comprised of senior managers from the NCC, PSPC, MTQ, MTO, cities of Gatineau and Ottawa, and STO. The proponent will report bi-monthly to the NCC Senior Transportation Planner.

A core team of staff from NCC, PSPC, MTQ, MTO, STO and cities of Gatineau and Ottawa will provide regular support, advice and input through the development of the Plan. Progress reports will be presented to the NCC Advisory Committee on Planning, Design and Realty (ACPDR) on two occasions and to NCC Executive Management Committee on two occasions. The final report will be presented to the NCC ACPDR. The proponent is also expected to deliver up to two (2) presentations each to cities of Gatineau and Ottawa at key points during the study.

An advisory committee of recognized academic experts will be established by the Inter-Agency Steering Committee to monitor the work of the plan. The purpose of this advisory committee will be to act as a sounding board and to advise the study Inter-Agency Steering Committee on the methodology, analyses and results of the plan. The consulting firm will be required to deliver to two (2) presentations to the academic advisory committee to provide the necessary information so that it can provide relevant advice to the Inter-Agency Steering Committee.

The selected university experts will have specializations in transportation and regional planning.

APPENDIX A - STATEMENT OF WORK

Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region

Key Milestones

Posting of RFP	December 2019
Award of Contract	February 2020
Phase 1 – Issues and Opportunities	Mar – April 2020
Phase 2 – Vision and Principles	May – August 2020
Public/Stakeholders Engagement	June 2020
Phase 3 – Scenarios, Evaluation and Strategies	Sept 2020- Feb 2021 ^{*2}
Public Engagement	March 2021 ^{*2}
Phase 4 – The Plan	April 2021 ^{*2}
Approval by NCC Board of Directors	June 2021 ^{*2}

² Subject to availability of new TRANS data.



BIDDER'S CHECKLIST

#	REQUIREMENT / TASK / INSERTION within Bidder's Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
1	Complete and sign the NCC's Title Page (Page 1) and submit it with your Technical Bid.	<input type="checkbox"/>
2	Ensure that your Technical Bid does not contain a copy of your Financial Bid.	<input type="checkbox"/>
3	Ensure that the Technical and Financial Bids are in separate packages.	<input type="checkbox"/>
4	Complete and insert Annex "B" – Financial Bid in a separate sealed envelope distinct from the Technical Bid envelope	<input type="checkbox"/>
5	Ensure that you have read and will abide by the NCC Code of Conduct (see 5.9 of the RFP)	<input type="checkbox"/>
6	Ensure that your Bid addresses all the criteria outlined in Appendix "A-2" - Point Rated Technical Criteria	<input type="checkbox"/>

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Point Rated Technical Criteria # (65 points)	Point Rated Technical Criteria sub-items	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
<p>PRTC 1 Bidder experience , past performance and, References (10 points): A demonstration that the Bidder has participated in a range of projects demanding the full scope of the activities required to complete this project.</p>	<p>a) A brief description of up to two significant projects that the Bidder feels are representative of the services requested in this RFP. The projects must have been completed or undertaken by the Bidder within the last 10 years. The Bidder will provide a description of no more than four pages for each example project. Each description must include:</p> <ol style="list-style-type: none"> 1. Name of client 2. Names of the Bidder’s senior personnel who were involved as part of the project team and the scope of their respective responsibilities 3. Project objective 4. Dates of the services provided on the project 5. Scope of work completed by the Bidder <p>b) Client references for each of the projects, including name, phone and e-mail of a client contact at working level per project. Reference checks may be completed if deemed necessary for validation only. The reference must confirm that the Bidder has provided the services stated.</p>	<p>Bidder to demonstrate adequate experience consisting of at least two (2) projects from the last 10 years of similar size and scope. The Bidder must possess the knowledge of the projects. Past project experience from entities other than the Bidder will not be considered in the evaluation unless these entities form part of a joint venture. Indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project. Demonstrate experience in management of large transportation crossing plans including multiple stakeholders’ consultation processes.</p>	<p>100% All projects are directly relevant to the work and demonstrate that the Bidder has successfully delivered projects encompassing all aspects of the work. All key members of the team have worked successfully on the projects. 80% All projects are directly relevant to the work and demonstrate that the Bidder has successfully delivered projects encompassing most of the aspects of the work. Many of the key members of the team have worked successfully on the projects. 60% Projects presented are related to the work, and some of the key personnel have worked successfully on the projects. 40% Projects do not cover all of the work, or overall experience is weak. 20% Projects are generally not related to the requirements. 0% Did not submit projects.</p>

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

<p>PRTC 2 Experience and expertise of proposed Project Manager and Key Team Members (20 points): A demonstration that the Bidder's proposed personnel have the capability, capacity, expertise and relevant experience to provide the required services and deliverables.</p>	<p>a) Curriculum vitae of the person responsible for project delivery (the consultant's project manager) who will act as the single point of contact with the NCC, their years of experience in the provision of the services required, and why they are qualified to deliver this work, and the same information for a back-up project manager if he/she exists;</p> <p style="padding-left: 40px;">i. Project Manager(s) who would be managing and providing supervision on the project. (Provide the title, qualifications and experience). Adequate experience consists of five (5) years of recent professional experience in a similar role and completion of two (2) recent projects of same size and scope or an equivalent combination of larger and smaller projects.</p> <p>b) Curriculum vitae of the Key Team member(s) responsible for project delivery who would be working on the project. (Provide the title, qualifications and applicable experience). Adequate experience consists of three (3) years of recent professional experience in a similar role and completion of one (1) recent project of same size and scope. Provide same information for a back-up key team member if he/she exists</p>	<p>This criterion assesses the capability (education, knowledge, experience, expertise and completeness of skill sets) of the principal personnel assembled to carry out the proposal. Provide a list of qualifications and experience of the project team. Provide a clear description of the roles of each team member.</p> <p>The consultant key team members should include the services of a regional/urban planner, urban designer, transportation planner, and architecture or landscape architecture specialist, and environmental specialist. A land use planner is an asset on the team, as are other professional services to be determined by the bidder.</p>	<p>100% Personnel are highly qualified and experienced. Strong team presented that has worked successfully on comparable projects. 80% Personnel are qualified and experienced. Team presented covers all components and some members have worked successfully on comparable projects. 60% Personnel have an acceptable level of qualifications and experience. Team covers all of the components and will likely meet the requirements. 40% Personnel have some qualifications and experience, but lack adequate response in some of the required areas. 20% Team does not cover all of the requirements or its overall experience is weak. 0% Did not submit information or personnel do not possess qualifications and experience required.</p>
---	--	---	--

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

<p>PRTC 3 Comprehension of the Statement of Work (20 points): A demonstration that the Bidder understands the overall requirements for the services described in the RFP, including specific deliverables, expected approaches, technical expectations, and coordination requirements.</p>	<p>The Bidder should provide a summary of the consultants' understanding of the assignment and the NCC, City of Ottawa and City of Gatineau transportation and sustainability plans, policies and objectives. Noting any specific challenges or opportunities of the stakeholder environment.</p>	<p>This criterion assesses the degree to which the proposal identifies and substantiates in detail the underlying requirements and technical principles. Describe the approach and methodology that you would employ to deliver the project.</p>	<p>100% Demonstrates an excellent understanding of the requirements. 80% Demonstrates a very good understanding of the requirements. 60% Demonstrates an understanding of the requirements. 40% Lacks adequate understanding of the requirements in some areas. 20% Lacks almost complete understanding of the requirements. 0% Lacks complete understanding of the requirements.</p>
<p>PRTC 4 Bidder's project management approach, methodology, work plan, schedule, and, level of effort (15 points): How the Bidder's team will be organized in its approach, methodology, work plan, schedule, and, level of effort in the delivery of the services required to complete this project. The clarity, completeness and brevity of the proposal will be assessed as well.</p>	<p>a) Outline of the proposed methodology b) Work Plan & Schedule c) Level of Effort</p>	<p>Provide an outline of the proposed methodology to meet the requirements of the Statement of Work. The approach should include an outline of the types of data that can be computed from regional travel, social, employment, environmental and demographic data, and an explanation of the approach to develop key targets, trends, and forecasts.</p> <p>Attach a work plan and schedule, outlining the major project tasks and deliverables. Consultants may suggest alternate tasks or timelines to best meet the project objectives</p> <p>Describe level of effort in hours for each individual team member in sufficient detail to allow a complete understanding as to how and by whom the assignment is to be carried out.</p>	<p>100% Superior approach, methodology, work plan, schedule and level of effort should ensure very effective results with no apparent weaknesses. 80% Satisfactory approach, methodology, work plan, schedule and level of effort should ensure acceptable results. 60% Acceptable approach, methodology, work plan, schedule and level of effort should ensure adequate results. 40% Inadequate approach, methodology, work plan, schedule and level of effort, likely to not meet performance requirements. 20% Extremely poor approach, methodology, work plan, schedule and level of effort, insufficient to meet performance requirements. 0% Did not submit information or does not possess the approach, methodology, work plan, schedule and level of effort to meet requirements.</p>

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Critère technique pointé (65 points)	Sous-critère technique pointé	Explications du critère technique pointé	Grille d'évaluation du critère technique pointé
<p>CTC 1 Expérience du soumissionnaire, performances passées et références (10 points): Démonstration de la participation du soumissionnaire à divers projets exigeant l'éventail complet des activités requises pour mener à bien ce projet.</p>	<p>a) Une brève description d'un maximum de deux projets importants que le soumissionnaire estime représentatifs des services demandés dans la présente DP. Les projets doivent avoir été achevés ou entrepris par le soumissionnaire au cours des 10 dernières années. Le soumissionnaire fournira une description d'au plus quatre pages pour chaque exemple de projet. Chaque description doit inclure:</p> <ol style="list-style-type: none"> 1. Nom du client 2. Noms des membres du personnel sénior du soumissionnaire qui ont participé à l'équipe de projet et l'étendue de leurs responsabilités respectives 3. Objectif du projet 4. Dates des services fournis sur le projet 5. Portée des travaux réalisés par le soumissionnaire <p>b) Références de clients pour chacun des projets, y compris le nom, le numéro de téléphone et l'adresse électronique d'un contact client au niveau de la gestion du projet. Les vérifications des références peuvent être complétées si elles sont jugées nécessaires pour validation. La référence doit confirmer que le soumissionnaire a fourni les services indiqués.</p>	<p>Le soumissionnaire a démontré une expérience adéquate qui consiste à au moins deux (2) projets à l'intérieur des 10 dernières années de taille et de portée similaires. Le soumissionnaire doit posséder la connaissance des projets. L'expérience acquise dans le cadre de projets par des entités autres que le soumissionnaire ne sera pas prise en compte dans l'évaluation à moins que ces entités ne constituent une coentreprise. Indiquez les projets qui ont été réalisés en coentreprise et les responsabilités de chacune des entités impliquées dans chaque projet. Démonstration de l'expérience en matière de gestion de plans de transport d'envergure concernant des traversées, comprenant des processus de consultation de parties prenantes multiples.</p>	<p>100% Tous les projets sont directement liés au travail et démontrent que le soumissionnaire a exécuté avec succès des projets couvrant tous les aspects du travail. Tous les membres clés de l'équipe ont travaillé avec succès sur les projets. 80% Tous les projets sont directement liés au travail et démontrent que le soumissionnaire a exécuté avec succès des projets couvrant la plupart des aspects du travail. Plusieurs membres clés de l'équipe ont travaillé avec succès sur les projets. 60% Les projets présentés sont liés au travail et certains membres du personnel clé ont travaillé avec succès sur les projets. 40% Les projets ne couvrent pas tout le travail ou l'expérience globale est faible. 20% Les projets ne sont généralement pas liés aux exigences. 0% N'a pas soumis de projets.</p>

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

<p>CTC 2 Expérience et expertise du gestionnaire de projet proposé et des membres de l'équipe clés (20 points): Une démonstration que le personnel proposé par le soumissionnaire a la capacité, l'expertise et l'expérience pertinente pour fournir les services et les produits livrables requis.</p>	<p>a) Curriculum vitae du responsable de la réalisation du projet (le gestionnaire de projet du consultant), qui agira en tant que point de contact unique avec le CCN, ses années d'expérience dans la fourniture des services demandés et les raisons pour lesquelles il est qualifié pour réaliser le travail, et les mêmes informations pour un gestionnaire de projet suppléant s'il existe;</p> <p>i. Gestionnaire de projet qui gèrerait et superviserait le projet. (Indiquez le titre, les qualifications et l'expérience). Une expérience adéquate consiste en cinq (5) années d'expérience professionnelle récente dans un rôle similaire et en la réalisation de deux (2) projets récents de même taille et de même envergure ou d'une combinaison équivalente de projets plus grands et plus petits.</p> <p>b) Curriculum vitae du ou des membres de l'équipe clé responsables de l'exécution du projet qui travailleraient sur le projet. (Indiquez le titre, les qualifications et l'expérience pertinente). Une expérience adéquate consiste en trois (3) années d'expérience professionnelle récente dans un rôle similaire et en la réalisation d'un (1) projet récent de même taille et de même envergure. Fournissez les mêmes informations pour les remplaçants des membres clés de l'équipe s'ils existent</p>	<p>Ce critère évalue la capacité (formation, connaissances, expérience, expertise et exhaustivité des compétences) du personnel principal réuni pour exécuter la proposition. Fournissez une liste des qualifications et de l'expérience de l'équipe de projet. Fournissez une description claire des rôles de chaque membre de l'équipe.</p> <p>Les membres clés de l'équipe de consultant devraient inclure les services d'un urbaniste régional / urbain, designer urbain, d'un planificateur des transports, d'un spécialiste de l'architecture ou de l'architecture de paysage et d'un spécialiste de l'environnement. Un planificateur de l'utilisation des sols est un atout pour l'équipe, au même titre que d'autres services professionnels à déterminer par le soumissionnaire.</p>	<p>100% du personnel est hautement qualifié et expérimenté. Présentation d'une forte équipe qui a travaillé avec succès sur des projets comparables. 80% du personnel est qualifié et expérimenté. L'équipe présentée couvre toutes les composantes et certains membres ont travaillé avec succès sur des projets comparables.</p> <p>60% du personnel a un niveau acceptable de qualifications et d'expérience. L'équipe couvre toutes les composantes et répondra probablement aux exigences.</p> <p>40% Le personnel possède des qualifications et de l'expérience, mais manque de qualifications adéquates dans certains des domaines requis.</p> <p>20% L'équipe ne couvre pas toutes les exigences ou son expérience globale est faible.</p> <p>0% N'a pas soumis d'informations ou le personnel ne possède pas les qualifications et l'expérience requises.</p>
---	--	--	--

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

<p>CTC 3 Compréhension de l'énoncé des travaux (20 points): Démonstration que le soumissionnaire comprend les exigences générales relatives aux services décrits dans la DP, y compris les produits livrables, les approches attendues, les attentes techniques et les exigences en matière de coordination.</p>	<p>Le soumissionnaire devrait fournir un résumé de la compréhension des experts-conseils du mandat et des plans, politiques et objectifs en matière de transport et de développement durable de la CCN, de la Ville d'Ottawa et de la Ville de Gatineau. Noter les défis ou opportunités spécifiques de l'environnement des parties prenantes.</p>	<p>Ce critère évalue dans quelle mesure la proposition identifie et justifie en détail les exigences sous-jacentes et les principes techniques. Décrivez l'approche et la méthodologie que vous utiliseriez pour réaliser le projet.</p>	<p>100% Fait preuve d'une excellente compréhension des exigences. 80% Fait preuve d'une très bonne compréhension des exigences. 60% Démonstre une compréhension des exigences. 40% ne comprend pas suffisamment les exigences dans certains domaines. 20% Manque de compréhension presque complète des exigences. 0% Manque de compréhension complète des exigences.</p>
--	--	--	--

APPENDIX A-2: POINT RATED TECHNICAL CRITERIA /APPENDICE «A-2» - CRITÈRES TECHNIQUE COTES



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

<p>CTC 4: Méthode de gestion de projet du soumissionnaire, méthodologie, plan de travail, calendrier et niveau d'effort (15 points): La manière dont l'équipe du soumissionnaire sera organisée en ce qui concerne son approche, sa méthodologie, son plan de travail, son calendrier et son niveau d'effort dans la prestation des services requis pour mener à bien ce projet. La clarté, l'exhaustivité et la brièveté de la proposition seront également évaluées</p>	<p>a) Aperçu de la méthodologie proposée b) Plan de travail et calendrier c) Niveau d'effort</p>	<p>Donner un aperçu de la méthodologie proposée pour répondre aux exigences de l'énoncé des travaux. L'approche devrait inclure un aperçu des types d'information pouvant être traitée à partir des données régionales sur les déplacements, les conditions sociales, l'emploi, l'environnement et la démographie, ainsi qu'une explication de l'approche adoptée pour définir les objectifs, les tendances et les prévisions clés.</p> <p>Joignez un plan de travail et un calendrier décrivant les tâches principales et les produits livrables du projet. Les consultants peuvent suggérer d'autres tâches ou échéanciers pour mieux atteindre les objectifs du projet.</p> <p>Décrivez le niveau d'effort en heures pour chaque membre de l'équipe avec suffisamment de détails pour permettre de comprendre parfaitement comment et par qui la tâche doit être effectuée.</p>	<p>100 % Une approche, une méthodologie, un plan de travail, un calendrier et un niveau d'effort supérieurs permettant de garantir des résultats très efficaces, sans faiblesses apparentes. 80% Une approche, une méthodologie, un plan de travail, un calendrier et le niveau d'effort satisfaisants permettant de garantir des résultats acceptables. 60% Une approche, une méthodologie, un plan de travail, un calendrier et le niveau d'effort acceptables permettant de garantir des résultats adéquats. 40% Approche, méthodologie, plan de travail, calendrier et niveau d'effort inadéquats, susceptibles de ne pas répondre aux exigences de performance. 20% Approche, méthodologie, plan de travail, calendrier et niveau d'effort extrêmement médiocres, insuffisants pour répondre aux exigences de performance. 0% N'a pas soumis d'informations ou ne possède pas l'approche, la méthodologie, le plan de travail, le calendrier et le niveau d'effort nécessaires pour répondre aux exigences.</p>
---	--	--	--



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Appendix “B” - Financial Bid
Long Term Integrated Interprovincial
Crossings Plan for Canada’s Capital Region
- A Strategic Plan for Interprovincial
Crossings and Sustainable Transportation
for Canada’s Capital Region

NCC SOLICITATION NUMBER: AL1806



Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region
Appendix "B" - Financial Bid Solicitation Number: AL1802

PRICE PROPOSAL FORM

A INSTRUCTIONS

1. Bidders to complete and submit this Price Proposal Form in a **separate sealed envelope** (envelope two) by the Bid Closing prescribed on the first page of the RFP or as amended by addenda with the Name of Bidder, NCC Solicitation Number, and the words "PRICE PROPOSAL FORM" typed on the outside of the envelope.
2. Bidders must consider the requirements prescribed in section B1 - All-Inclusive-Fees in determining their proposed fees in section B2 for evaluation by the NCC.
3. Failure to insert an all-inclusive Unit Fee for each item as listed in section B2 – Fees will render the Bidder's Price Proposal non-responsive.
4. The Bidder must complete and sign the table on the last page. Failure to do so will render the Bidder's Price Proposal non-responsive.
5. Bidders shall not alter this form except to identify themselves; complete their proposed unit fees, and establish the Total Proposed Fees of a resulting contract. Removing, adding, or altering the wording in this Price Proposal Form will render the Bidder's Price Proposal non-responsive.
6. Any condition or qualification placed upon the Proposal will render the Bidder's Proposal non-responsive.
7. In the case of a calculation error, the all-inclusive-unit fee per item shall prevail and be used by the NCC to determine the Bidder's total fee of a resulting contract.



Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region
Appendix "B" - Financial Bid Solicitation Number: AL1802

The following will form part of the evaluation process

B1 Fees

Proponents shall calculate an all-inclusive-fee, which includes the cost for:

1. Disbursements Included in the Fees:
 - a. The base rate of pay, wages or salaries;
 - b. Vacation pay;
 - c. Benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Contractor;
 - d. Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Workplace Safety and Insurance Board, Worker's Compensation
 - iv. Board or Commission de la santé et de la sécurité du travail premium;
 - v. Public Liability and Property Damage insurance premiums; and
 - vi. Health tax or insurance premiums;
 - e. Incentive remuneration/Profit sharing;
 - f. Sick pay;
 - g. Computers and standard computer software (as well as peripheral devices but excluding printing devices);
 - h. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
 - i. Stationery/miscellaneous offices supplies;
 - j. E-mail addresses/servers;
 - k. Short-term disability / parental or maternity leave;
 - l. Training costs;
 - m. Professional associations;
 - n. Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time
 - ii. travel fare
 - iii. mileage
 - iv. parking fees



Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region
Appendix "B" - Financial Bid Solicitation Number: AL1802

- v. lodging
 - vi. meals
 - vii. taxi charges
 - o. Site parking or arrangements in lieu thereof;
 - p. Local and head office overheads;
 - q. Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Statement of Work;
 - r. Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant's main office and branch offices and between the Consultant's offices and other team members' offices;
 - s. Courier and delivery charges for deliverables specified in the Statement of Work;
 - t. In-house computer work station;
 - u. Plotting charges;
 - v. Presentation materials;
 - w. Rental of office space.
 - x. Translation of all tender documents; and
 - y. Profit.
2. Disbursements not included in the Fees:

The following disbursements are not to be included in the Fees. When pre-approved by the NCC Client Representative they will be reimbursed to the consultant at actual cost or as described below:

- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
- b. Extraordinary transportation costs for material samples and models additional to that specified in the Statement of Work;
- c. Fees for approvals and permits to conduct field investigations and material testing;
- d. Other extraordinary disbursements provided they are:
 - i. reasonably incurred by the Consultant
 - ii. related to the services required

In all such cases, extraordinary requirements should be described and estimated, if their need is only identified, formalized and approved in writing in advance by the NCC Client Representative.



Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region
Appendix "B" - Financial Bid Solicitation Number: AL1802

B2 FINANCIAL PROPOSAL

All-inclusive Unit Fees to provide services in accordance with the Statement of Work:

TABLE 1

Description	Unit of Measure	Total Price
1. An all-inclusive firm price for the successful completion of Phase 1	Lump sum	\$
2. An all-inclusive firm price for the successful completion of Phase 2	Lump sum	\$
3. An all-inclusive firm price for the successful completion of Phase 3	Lump sum	\$
4. An all-inclusive firm price for the successful completion of Phase 4	Lump sum	\$
SUBTOTAL TABLE 1		\$
13% HST		\$
TOTAL TABLE 1		\$



Long Term Integrated Interprovincial Crossings Plan for Canada's Capital Region - A Strategic Plan for Interprovincial Crossings and Sustainable Transportation for Canada's Capital Region
Appendix "B" - Financial Bid Solicitation Number: AL1802

I, the undersigned, being a principal of the Proponent, confirm that all the pricing elements prescribed in this APPENDIX B – FINANCIAL BID FORM were properly and completed considered in establishing the total proposed fee for the Services required for the Project.

Name of Bidder / Consultant :	
Address of Bidder / Consultant :	
City :	
Province / State :	
Postal Code / Zip Code:	
Telephone :	
Fax :	
Email :	
Email :	
Signature :	
Title :	
Date :	



- 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
NOTE : NATIONAL CAPITAL COMMISSION MUST BE ADDITIONAL INSURED WITH RESPECT TO COMMERCIAL GENERAL LIABILITY ONLY / NOTEZ : LA COMMISSION DE LA CAPITALE NATIONALE DOIT ÊTRE ASSURÉ ADDITIONNEL SUR LA RESPONSABILITÉ CIVILE DES ENTREPRISES SEULEMENT				
<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. 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				
Professional Error and Omissions Liability Insurance / Assurance responsabilité erreurs et omissions professionnelles - per incident/claims / par événement ou demande de règlement - per project / par projet - aggregate for the term of the coverage / l'ensemble pour la durée de la couverture				
Umbrella / Excess Insurance Responsabilité complémentaire / excédentaire				
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>		
<p>_____ Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée</p>			<p>_____ Telephone number / Numéro de téléphone</p>	
<p>_____ Signature</p>			<p>_____ Date</p>	



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION FORM**

PROTECTED (when completed)		ANNEX "B"
OFFICE USE ONLY		
Reference number	Department / Organization number	File number

**NOTE: For Privacy Act Statement refer to Section C of this form and for completion instructions refer to attached instructions.
Please typewrite or print in block letters.**

A ADMINISTRATIVE INFORMATION (To be completed by the Authorized Department / Agency / Organization Official)

New
 Update
 Upgrade
 Transfer
 Supplemental
 Re-activation

The requested level of reliability/security checks(s)

Reliability Status
 Level I (CONFIDENTIAL)
 Level II (SECRET)
 Level III (TOP SECRET)

Other _____

PARTICULARS OF APPOINTMENT / ASSIGNMENT / CONTRACT

Indeterminate
 Term
 Contract
 Industry
 Other (specify secondment, assignment, etc.)

Justification of security screening requirement

Position / Competition / Contract number	Title	Group / Level (Rank if applicable)	
Employee ID number / PRI / Rank and Service number (if applicable)	It term or contract, indicate duration period	From	To
Name and address of department / organization / agency	Name of official	Telephone number	Facsimile number

B BIOGRAPHICAL INFORMATION (To be completed by the applicant)

Surname (Last name)	Full given names (no initials) underline or circle usual name used	Family name at birth
All other names used (i.e. Nickname)	Sex <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth Y M D
	Country of birth	Date of entry into Canada, if born outside Canada Y M D

RESIDENCE (provide addresses for the last five years, starting with the most current)

Home address Daytime telephone number E-mail address

1	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To present
	City	Province or state	Postal Code	Country	Telephone number	
2	Apartment number	Street number	Street name	Civic number (if applicable)	From Y M	To Y M
	City	Province or state	Postal Code	Country	Telephone number	

Have you previously completed a Government of Canada security screening form?
 Yes
 No
 If yes, give name of employer, level and year of screening. Y

CRIMINAL CONVICTIONS IN AND OUTSIDE CANADA (see instructions)

Have you ever been convicted of a criminal offence for which you have not been granted a pardon?
 Yes
 No
 If yes, give details, (charge(s), name of police force, city, province / state, country and date of conviction).

Charge(s)	Name of police force	City
Province / State	Country	Date of conviction Y M D



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION
FORM**

ANNEX "B"
PROTECTED (when completed)

Surname and full given names		Date of birth		
		Y	M	D

C CONSENT AND VERIFICATION (To be completed by the applicant and authorized Department / Agency / Organization Official)

Checks Required (See instructions)	Applicants initials	Name of official (print)	Official's initials	Official's Telephone number
1. <input type="checkbox"/> Date of birth, address, education, professional qualifications, employment history, personal character references				
2. <input type="checkbox"/> Criminal record check				
3. <input type="checkbox"/> Credit check (financial assessment, including credit records check)				
4. <input type="checkbox"/> Loyalty (security assessment only)				
5. <input type="checkbox"/> Other (specify, see instructions)				

The Privacy Act Statement

The information on this form is required for the purpose of providing a security screening assessment. It is collected under the authority of subsection 7(1) of the *Financial Administration Act* and the Government Security Policy (GSP) of the Government of Canada, and is protected by the provisions of the *Privacy Act* in institutions that are covered by the Privacy Act. Its collection is mandatory. A refusal to provide information will lead to a review of whether the person is eligible to hold the position or perform the contract that is associated with this Personnel Screening Request. Depending on the level of security screening required, the information collected by the government institution may be disclosed to the Royal Canadian Mounted Police (RCMP) and the Canadian Security Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in accordance with the GSP and to entities outside the federal government (e.g. credit bureau). It is used to support decisions on individuals working or applying to work through appointment, assignment or contract, transfers or promotions. It may also be used in the context of updating, or reviewing for cause, the reliability status, security clearance or site access, all of which may lead to a re-assessment of the applicable type of security screening. Information collected by the government institution, and information gathered from the requisite checks and/or investigation, may be used to support decisions, which may lead to discipline and/or termination of employment or contractual agreements. The personal information collected is described in Standard PIB PSU 917 (Personnel Security Screening) which is used by all government agencies, except the Department of National Defense PIB DND/PPE 834 (Personnel Security Screening Investigation File), RCMP PIB CMP PPU 065 (Security Reliability Screening Records), CSIS PIB SIS PPE 815 (Employee Security), and PWGSC PIB PWGSCPPU 015 (Personnel Clearance and Reliability Records) used for Canadian Industry Personnel. Personal information related to security assessments is also described in the CSIS PIB SIS PPU 005 (Security Assessments/Advice).

I, the undersigned, do consent to the disclosure of the preceding information including my photograph for subsequent verification and/or use in an investigation for the purpose of providing a security screening assessment. By consenting to the above, I acknowledge that the verification and/or use in an investigation of the preceding information may also occur when the reliability status, security clearance or site access are updated or otherwise reviewed for cause under the Government Security Policy. My consent will remain valid until I no longer require a reliability status, a security clearance or a site access clearance, my employment or contract is terminated, or until I otherwise revoke my consent, in writing, of the authorized security official.

Signature Date (Y/M/D)

D REVIEW (To be completed by the authorized Department / Agency / Organizational Official responsible for ensuring the completion of sections A, B and C)

Name and title	Telephone number
Address	Fax number

E APPROVAL (To be completed by authorized Departmental / Agency / Organizational Security Official (only))

I, the undersigned, as the authorized security official, do hereby approve the following level of screening.

Reliability Status

Approved Reliability Status Not Approved

Name and title

Signature Date (Y/M/D)

Security Clearance (if applicable)

Level I Level II Level III Not recommended

Name and title

Signature Date (Y/M/D)

Comments

PHOTO
(for Level III T.S.,
and/or upon request – see
instructions)



INSTRUCTIONS FOR PERSONNEL SCREENING CONSENT AND AUTHORIZATION FORM TBS/SCT 330-23E (Rev. 2002/02)

Once completed, this form shall be safeguarded and handled at the level of Protected A.

General:

If space allotted in any porting is insufficient please use separate sheet using same format.

1. Section A (Administrative Information) Authorized Department / Agency / Organizational Official

The Official, based on instructions issued by the Departmental Security Officer, may be responsible for determining, based on five year background history, what constitutes sufficient verification of personal data, educational and professional qualifications, and employment history. References are to be limited to those provided on the application for employment or equivalent forms.

SUPPLEMENTAL INFORMATION REQUIREMENTS

Persons who are presently hold a SECURITY CLEARANCE and subsequently marry, remarry or commence a common-law partnership, in addition to having to update sections of the *Security Clearance Form (TBS/SCT 330-60)*, are required to submit an original *Personnel Screening, Consent and Authorized Form*, with the following parts completed:

Part A – As set forth in each question

Part B – As set forth in each question, excluding CRIMINAL CONVICTIONS IN AND OUTSIDE OF CANADA

Part C – Applicant's signature and date only are required

"Other". This should be used to identify if the security screening is for Site Access, NAT SIGINT etc.

2. Section B (Biographical Information)

To be completed by the **applicant**. If more space is required use a separate sheet of paper. Each sheet must be signed.

Country of Birth – For "NEW" requests, if born abroad of Canadian parents, please provide a copy of your Certificate of Registration of Birth Abroad. If you arrived in Canada less than five years ago, provide a copy of the Immigration Visa, Record of Landing document for a copy of passport.

- List only criminal convictions for which a pardon has NOT been granted. Include on a separate attached sheet of paper, if more than one conviction. Applicant must include those convictions outside Canada.
- Offences under the *National Defense Act* are to be included as well as convictions by courts-martial are to be recorded.

3. Section C (Consent and verification)

A copy of Section "C" may be released to institutions to provide acknowledgement of consent.

Criminal record checks (fingerprints may be required) and credit checks are to be arranged through the Departmental Security Office or the delegated Officer.

The age of majority is:

19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;
18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

The applicant will provide initials in the "applicant's initial box".

The official who carried out the verification of the information will print their name, insert their initials and telephone number in the required space.

- Reliability Screening (for all types of screening identified with Section A): complete numbers 1 and 2 and 3 if applicable.
- Security Clearance (for all types of screening identified with Section A): complete numbers 1 to 4 and 5 where applicable.
- Other: number 5 is used only where prior Treasury Board of Canada Secretariat approval has been obtained.

4. Section D (Review)

To be completed by authorized Departmental / Agency / Organizational Official who is responsible for ensuring the completion of sections A to C as requested.

5. Section E (Approval)

Authorized Departmental / Agency / Organizational Security Official refers to the individuals as determined by departments, agencies and organizations that my verify reliability information and/or approve/not approve reliability status and/or security clearance. Approve Reliability Status and Level I, II and III, as well as the signature of the authorized security official or manager are added for Government of Canada use only. Applicants are to be briefed, acknowledge, and be provided with a copy of the "Security Certificate and Briefing Form (TBS/SCT 330-47)". **Note:** Private sector organizations do not have the authority to approve any level of security screening.

Photographs: Departments / Agencies / Organizations are responsible for ensuring that three colour photographs of passport size are attached to the form for the investigating agency. Maximum dimensions are 50mm x 70mm and minimum are 43mm x 54mm. The face length from chin to crown of head must be between 25mm x 35 mm. The photographs must be signed by the applicant and an authorized security official. The photographs must have been taken within the last six months. It is required for new or upgrade Level III security clearances for identification of the applicant during the security screening investigation by the investigating agency. The investigating agency may in specific incidents request a photograph for a Level I or II clearances when an investigation is required.

New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

**ANNEX C: SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
ANNEXE C : 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 : _____	Number / Numéro : _____			
Not registered / non inscrit <input type="checkbox"/>	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).	Veuillez 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.