

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
 TRAIL DESIGN AND TRAIL CONSTRUCTION SERVICES – GATINEAU PARK  
 NATIONAL CAPITAL COMMISSION TENDER FILE # MA052**

**REQUEST FOR A STANDING OFFER (RFSO)**

<p>CONTRACTING AUTHORITY:</p> <p>Micheline Al-Koutsi          Senior Contract Officer  <a href="mailto:micheline.al-koutsi@ncc-ccn.ca">micheline.al-koutsi@ncc-ccn.ca</a></p>	<p>BID DEADLINE:</p> <p><b>May 4, 2022 at 3pm          Eastern Daylight time (EDT)</b></p>
<p>RETURN TO: →          Submit your tender form to:</p>	<p>National Capital Commission          NCC Bid email  <a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a>          Emails to refer to NCC Tender File no. MA052</p> <p><b>Note:</b> the email attachment size is set at a maximum of 30 MB</p>

**This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference (Appendix “A”) of this RFSO which includes the General Conditions, and any/all other attachments referred to herein.**

<p>We hereby OFFER to supply to the National Capital Commission upon the terms and conditions set out herein, the services listed above and on any attached sheets at the submitted price(s).</p>	
<p>Proponent’s Name &amp; Address:</p>  <p>Tel:</p>  <p>E-mail:</p>	<p>Print Name :</p> <p>Signature:</p> <p>Title :</p> <p>Date :</p>
<p><b>ADDENDUM ACKNOWLEDGEMENT:</b> I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price.</p>	<p>_____</p> <p>_____</p> <p>Proponent to enter the number of addendums issued (i.e. #1, #2, etc.) if any.</p>

**I. OFFER**

The undersigned tenderer (hereinafter called the "Proponent") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to provide Trail Design and/or Trail Construction Services as set out under Appendix "A" - Terms of Reference **for the all-inclusive (excluding taxes) unit rates as set out in Appendix B.**

**II. GENERAL AGREEMENT**

The Proponent agrees:

1. that the duration of the Standing Offer Agreement will be for five (5) years from date of award.
2. that this Offer and Agreement, together with the Appendix "A" - Terms of Reference, the Security Requirements, the Occupational Health & Safety Requirements, the General Conditions, and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a SOA between the Proponent and the Commission.
5. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.

**III. BASIS OF AWARD**

Proposals will be evaluated by an NCC evaluation committee based on the mandatory requirement (Appendix "A-1") and the rated requirements (Appendix "A-2").

The Proponent must meet the mandatory requirement and obtain a score of 60 points on the Point Rated Technical Criteria or more to qualify. The technical score will be weighted 60% and the financial score will be weighted 40%.

**Calculation of Total Score**

The Total Score will be established as follows:

$$\begin{aligned} \text{Technical Rating} \times 60\% &= \text{Technical Score (Points)} \\ &+ \\ \text{Price Rating} \times 40\% &= \text{Price Score (Points)} \end{aligned}$$

The responsive bid with the lowest overall price will receive 40 points (maximum pricing score). The other responsive bids will be allocated pricing points prorated against the lowest evaluated price.

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For example, if the lowest overall fee proposed by a bidder is \$ 50,000 and another bidder's fee submission is \$ 80,000, the \$ 80,000 fee proposal would be awarded 24.80 points ( $\$ 50,000 / \$ 80,000 \times 40 \text{ points} = 24.80$  points).

The responsive bid with the highest combined rating of Technical merit and Price will be recommended for award of a SOA.

Among the qualified proponents, the three (3) top ranked proposals for trail design services and the three (3) top ranked proposals for trail construction proposals will be selected.

A Proponent may qualify under a SOA for trail design services, a SOA for trail construction services or both.

**IV. COVID-19 VACCINATION REQUIREMENT**

This requirement is subject to the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel. The Proponent recommended for contract award must complete and provide the COVID-19 Vaccination Requirement Certification promptly upon request before contract award.

A copy of the COVID-19 Vaccination Requirement Certification can be found at Annex B.

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit your offer by two (2) emails to [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca) as per below to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in Appendix "A" - Terms of Reference:
- **Email #1 - Technical Proposal:**
    - Page 1 of the RFSO document signed
    - Proof of mandatory requirements and all relevant information as defined in Appendix "A-1"
    - Rated Requirements document and all relevant information as defined in Appendix "A-2"
  - **Email #2 - Fee Proposal:**
    - The SOA Unit Price Tables as defined in Appendix B
- 1.2 Enquiries regarding this proposal must be submitted in writing to Micheline Al-Koutsi, Sr Contract Officer, by e-mail at [micheline.al-koutsi@ncc-ccn.ca](mailto:micheline.al-koutsi@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received **no later than April 22, 2022 at noon** to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established.
- 1.5 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate



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remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.

- 1.6 A debriefing of a Proponent's Technical Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on Buyandsell.gc.ca. The debriefing will include an outline of the reasons the submission was not successful.
- 1.7 The Security Requirements, OH&S requirements, and the General Conditions (GCs) shall apply and form part of the offer and accordingly any resulting Standing Offer and shall be incorporated into and form part of any and all authorized "Purchase orders Against a Standing Offer". The Offeror acknowledges to have received a copy of these Security Requirements, OH&S requirements and GCs.
- 1.8 In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date will not be accepted.
- 1.9 The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful bidder and/or any/all bidders.
- 1.10 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.11 The Commission shall not be obligated to reimburse or compensate any bidder, its sub-Proponent or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of tenders submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.12 Compliance with the certifications bidders provide to NCC is subject to verification by the NCC during the bid evaluation period (before award of a contract) and after contract award. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.
- 1.13 The successful Consultant shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Consultant during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Consultant's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

## 2.0 REQUEST FOR STANDING OFFER AGREEMENT

### 2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide services to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non-commercially available services when the total volume level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of a Proponent to provide **TRAIL DESIGN AND TRAIL CONSTRUCTION SERVICES**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

### 2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified services by means of contracts, standing offers, or by other contracting methods;
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 90 days from the closing date of this Request for Standing Offer (RFSO).

**2.3 STANDING OFFER REQUIREMENT:**

The National Capital Commission (NCC) wishes to retain the services of proponents on an "as and when requested" basis under a Standing Offer Agreement.

**2.4 PERIOD OF THE STANDING OFFER AGREEMENT:**

The resulting Standing Offer Agreement will be for a period of five (5) years from the date of award.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-Proponent / specialists.

**2.5 CALL-UP PURCHASE ORDER DOCUMENT:**

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

**2.6 CALL-UP PURCHASE ORDER LIMITATION:**

- The maximum all-inclusive amount payable for any one purchase order (call-up) including all fees, disbursements, sub-Proponent(s) costs and all applicable taxes shall be :
  - \$50,000.00 CDN for the design, and
  - \$400,000 CDN for the construction.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order (call-up).

**2.7 ESTIMATED SOA EXPENDITURE:**

It is the intention of the National Capital Commission to award up to six (6) Standing Offer Agreements with an estimated expenditure combined of \$ 2,000,000.00 CDN including taxes.

The maximum estimated expenditure per component is :

- \$100,000.00 for the Design, and
- \$600,000.00 for the Construction.

**2.8 CERTIFICATIONS – CONTRACT (Call-up):**

The NCC will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Offeror fails to comply with such Certification during the period of any resulting Contract (call-up).

The NCC will also have the right to terminate any resulting Call-up for default if the COVID-19 Vaccination Requirement Certification is or becomes untrue or if the Proponent fails to comply with such Certification during the period of the Contract (call-up).

**2.9 INVOICING:**

Send invoices by email only to the NCC Accounts Payables Department to the following address: [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) as an attachment. For storage purposes it would be preferable that the file format of the attachment be saved in a .jpg format.

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

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and authorized by the NCC *in advance of the execution of the work*. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorization.

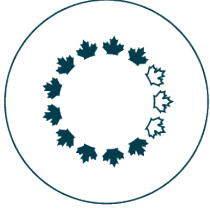
To ensure good project communication, it is recommended that the SOA Proponent advise the NCC Project Manager when 75% of the purchase order costs have been incurred.

**2.10 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:**

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.

**2.11 COMPLIANCE WITH ON-SITE MEASURES, STANDING ORDERS, POLICES AND RULES:**

The Proponent must comply and ensure that its employees and sub-Proponents comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.



COMMISSION DE LA CAPITALE NATIONALE  
NATIONAL CAPITAL COMMISSION

## APPENDIX “A” - TERMS OF REFERENCE

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NCC-CCN

# Trail Design and Trail Construction Services

## Gatineau Park

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## 1 Purpose

The National Capital Commission (NCC) would like to create a list of suppliers under a Standing Offer Agreement (SOA) for a term of five (5) years to provide trail design and trail construction services in Gatineau Park.

The proponents will provide a full range of services including: trail design, development of trail construction documentation, construction management and trail construction. Most of these services will be provided in Gatineau Park or elsewhere in the National Capital Region as needed.

The SOA is to procure trail design and construction services, and to secure stable rates. The specific scope and schedule of projects performed under the SOA will depend on the needs of the NCC and its representatives.

The NCC plans to qualify three (3) suppliers for the trail design component and three (3) suppliers for the trail construction component. The same proponent may be qualified for both components.

## 2 Term

SOAs will be established for a period of five (5) years from the date of award until total expenditure level is attained, whichever comes first. SOAs will not be extended.

The unit rates bidders quote on the Fee Proposal Form will be applicable for the first year.

For each subsequent year, the unit rates will be adjusted using the Consumer Price Index (CPI) of Statistic Canada. (The consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau).

## 3 Yearly Adjustment to Unit Rates

The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the unit rates of the SOA. The unit rates for the 1st year of the SOA shall be the rate as provided by the Proponent. For subsequent Years of the SOA, the unit rate shall be established as per example below:

CPI-by city (monthly) for Ottawa-Gatineau for December 2020 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2021 was 131.6.

% difference =  $((133.9/131.6) \times 100) - 100 = 1.7\%$  increase

### Year 2 of SOA

The hourly rates (excluding taxes) for Year 2 shall be based on the hourly rates for Year 1, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of December 2022 and December 2021 plus applicable taxes



### **Year 3 of SOA**

The hourly rates (excluding taxes) for Year 3 shall be based on the hourly rates for Year 2, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of December 2023 and December 2022 plus applicable taxes

### **Year 4 of SOA**

The hourly rates (excluding taxes) for Year 4 shall be based on the hourly rates for Year 3, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of December 2024 and December 2023 plus applicable taxes

### **Year 5 of SOA**

The hourly rates (excluding taxes) for Year 5 shall be based on the hourly rates for Year 4, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of December 2025 and December 2024 plus applicable taxes

Note : The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada's Website at : <https://www150.statcan.gc.ca/t1/tb11/en/cv.action?pid=1810000401>

## **4 Background and Geographic Boundaries**

The National Capital Commission (NCC) was established by the Parliament of Canada in 1959 under the National Capital Act. The organizations that preceded it include the Federal District Commission, established in 1927, and the Ottawa Improvement Commission, dating back to 1899.

Gatineau Park is the Capital of Canada's conservation park. It forms part of the lands under the stewardship of the NCC and constitutes the primary natural space in Canada's Capital Region. It contributes to the region's natural and cultural heritage, and conserving it is a core element of the NCC's mandate.

Covering approximately 50 kilometres between the Ottawa and Gatineau Rivers, Gatineau Park extends over 36,131 hectares, or 7.7% of the total area of Canada's Capital Region. Located north-west of the Ottawa-Gatineau urban centre, it overlaps the territory of four municipalities: Gatineau, Chelsea, La Pêche and Pontiac.

The Park includes a network of some 300 km of seasonal or year-round trails used for various activities: hiking, biking, cross-country skiing, and snowshoeing. The trails are an important part of the experience for many visitors. They foster interaction with the landscapes and sites visited. The trails and their sustainable design and construction help preserve the historical and natural heritage of the sites. They are an essential service allowing visitors an outstanding experience and taking them safely to inspiring locations for recreation or personal knowledge.



## 5 General Requirements

This section describes the general requirements of the SOA.

### 5.1 Scope of Work

The services required under this SOA include trail design and trail construction. Proponents may offer services for:

- Trail design
- Trail construction
- Trail design and trail construction

For a more exhaustive description of the services required, see Annex [A](#).

The services required vary from project to project. The scope of the work is determined at the sole discretion of the NCC, and the contractor may not claim any compensation, expenditure, damages or any loss of revenues resulting from any failure by the NCC to award all or part of the work to the contractor or from the use of its own resources to perform part of the services.

### 5.2 Codes and Standards

Proponents must provide trail design and/or trail construction services conforming to industry standards and the requirements of codes and standards in force, including the Quebec Construction Code, the National Building Code of Canada and other applicable codes and standards. In the event of omissions or discrepancies between these codes, the strictest requirements apply. Proponents must also obtain all required licenses and permits at their own expenses. Proponents must implement the safety measures specified at all times, while taking the necessary precautions to protect public safety.

All work shall be performed in a professional manner in keeping with industry practices, and shall be acceptable to the NCC in all respects. The contractor is also responsible for public safety during performance of the work.

### 5.3 Personnel

The Proponent shall provide only professional personnel, fully trained and experienced, to perform the requested work in accordance with best practices for the industry. Accordingly, all personnel shall have the qualifications and skills required, with a firm grasp of the techniques, tools and equipment necessary to design and construct sustainable trails.

### 5.4 Unsatisfactory or Defective Work

If, after rendering the services requested under this SOA, the NCC considers that the services in question do not meet standards (quality and quantity) as required under this SOA, the NCC shall notify the contractor. If, after discussions with the contractor, the NCC remains dissatisfied with the work performed, the contractor shall perform the services in question again, at its own expense, within the timeframe determined by the NCC. The contractor has full responsibility and shall pay the entire cost of all call-backs related to incomplete, unsatisfactory work or work performed under warranty. The NCC remains the final authority in this regard and will decide, at its sole discretion,

whether to accept any remediated work. An unsatisfactory contractor may be removed from the SOA at the NCC's sole discretion.

## 5.5 Vehicles and Equipment

Proponents will provide all transportation services for their personnel, equipment, and tools to and from the work sites. Vehicles and equipment used by the contractor shall be kept clean and presentable at all times, and shall conform to the standards of the Province of Québec with respect to worker safety and permits. The contractor shall obtain prior written consent from the NCC to enter the work sites. Vehicle refuelling activities shall be performed off-site, before or after work hours. All vehicle repair work shall be performed off site.

The NCC has agreed to reduce its greenhouse gas emissions. Except as authorized by the NCC, all small tools (chain saws, drills, circular saws, etc.) and other small engine equipment routinely used for trail construction work shall be electrically-powered.

All equipment and all tools shall be made available to NCC representative upon request for inspection.

## 5.6 Traffic Control and Signage

The contractor is entirely responsible for traffic management at all work sites. The contractor shall comply with provincial traffic management and road signage standards, and all of the contractor's personnel shall have the necessary traffic management training and certifications.

Upon commencement of the work, the contractor will submit a traffic plan for approval by the NCC. The contractor is responsible for installing all project-related signage (information, detours and others) as specified and provided by the NCC.

The contractor shall not install or permit the installation of signs or advertising on completed work or at the work site.

## 5.7 Materials

All materials to be provided by the contractor must be new and must conform to the relevant standards of the Canadian General Standards Board, the Standards Council of Canada, the Canadian Standards Association (CSA), the Underwriters Laboratories of Canada (ULC) and the National Building Code of Canada. All substitute materials shall conform to the original design criteria established by the NCC.

The contractor shall not use materials of inferior quality for a project, or materials that differ in quality or type. When uncertainty arises in relation to the type of material to be used, and/or when the contractor is unable to source identical materials or equipment to that specified or for replacement purposes, the contractor shall submit samples to the NCC for approval in advance.

## 5.8 Disposal of Materials

The contractor shall keep the work sites free from any build-up of debris or waste. The contractor is responsible for the timely removal and disposal off-site of all debris and materials used for the work. The contractor shall haul materials to the disposal site approved by the municipality. The contractor is responsible for paying all charges

associated with the disposal of all materials, and shall provide the NCC with any documentation related to the disposal of materials upon request.

## 5.9 Removal of Personnel

The NCC may, at its sole discretion, ask the contractor to reprimand or remove one of its employees or sub-Proponents for any of the reasons listed below, and the contractor agrees to promptly comply with such requests:

- a) Inability to work
- b) Intoxication
- c) Inappropriate, blasphemous, vulgar or obscene language or gestures
- d) Failure to provide qualified personnel
- e) Disruption of work or workers
- f) Deliberate, negligent or incautious actions in violation of health or safety requirements
- g) Any action that the NCC considers a public nuisance or disorderly conduct
- h) Any other reason deemed appropriate, at the sole discretion of the NCC

## 5.10 Damage Caused by the Contractor

The Proponent is entirely responsible for any damages it causes. All damage must be reported to the NCC. The stripping of grassed areas, unnecessary treading on off-trail surfaces, and the degradation or destruction of property or plant life in non-urban settings are considered to constitute damage.

Damage caused by the contractor shall be repaired within seven (7) days unless otherwise indicated in writing by the NCC. If repairs are not made within the required time limits, the NCC will perform the repairs at the contractor's expense. Where public safety is deemed at risk, the contractor shall correct the problem immediately.

## 6 Subsequent Bid Solicitations

A Standing Offer Agreement (SOA) does not constitute a contract and does not require the NCC to provide the qualified Proponents with a fixed or minimum contract amount.

- Based on the nature of the proposed work, the NCC reserves the right to call on one or more Proponents qualified under a SOA to obtain quotes.
- The quote will be sent directly to the Proponents, as selected by the NCC.
- SOAs will be issued in an amount not exceeding \$50,000.00 for any contract exclusively related to trail design. For all contracts involving a trail construction component, spending shall not exceed \$400,000.00. These amounts include all charges, taxes and changes.

## Annex A – Required Services

Although the nature of the services and scope of the work will vary from project to project, the proponents selected may be called upon to provide the following services:

### A. Trail Design Services

#### A.1 General Requirements

The objective of trail design services and the development of construction-related documentation is to create, in cooperation with the NCC, a detailed trail design that maximizes the visitor's experience and meets current and future needs. Trail design services may include one or more of the following:

#### A.2 Responsibility of the Consultant

##### A.2.1 Pre-design, research, assessment and analysis:

Pre-design, research, assessment and analysis tasks and activities will vary by project. Their purpose is to prepare a construction proposal and they may include the following:

- Establish or determine design criteria, principles and guidelines.
- Analyze user needs.
- Perform site visits.
- Assess and analyze existing trails.
- Perform design and product research.
- Assess cultural, physical and environmental resources.
- Perform site investigations to determine existing conditions that might be affected by the design.
- Review the site management plan, trail vision and concept plan, if one exists.
- Prepare a pre-design analysis report.

##### A.2.2 Trail Design:

Trail design includes the development of preliminary and final designs, and detailed trail construction plans, which could involve new or existing trails and must take into account a range of heritage conservation, archaeological and environmental considerations. Activities will vary by project and could include:

- Develop a trail plan including preliminary design planning for the trail network. The trail plan must be developed with input from the trail vision and concept plan, if one exists.
- Develop a preliminary on-the-ground trail design, or far-flag the proposed trail corridor, and prepare a preliminary trail document for review and approval. The preliminary trail design includes GIS tracks of the proposed trail corridor.
- Develop a trail signage plan (identification and direction signage).
- In consultation with environmental assessment managers and the project authority, create an environmental safety plan to mitigate any disturbances.
- Prepare a detailed trail design including flagging at 3-meter intervals or closer if necessary.
- Establish GIS tracks of the trail design, including the location of challenging areas or areas that may require more attention.
- Draft design notes outlining all construction details and locations for different trail construction techniques.
- Create detailed trail design construction drawings outlining and identifying all trail construction details.
- Identify all water crossings and provide recommendations for crossing type.
- Create cost estimates for trail construction.
- Create time estimates for trail construction.

- Prepare, or provide assistance in the preparation of tender packages for trail construction, including drawings and technical specifications.

### A.3 Trail Design – Details About Deliverables

The objective of trail construction documentation development is to prepare tender-ready drawings and specifications for an RFP, setting forth in detail all the requirements for the construction of the project along with a cost estimate. Trail construction documentation development services could include one or more of the following:

- Administrative:
  - Manage and provide information and advice during the integrated design phase.
  - Organize review sessions at the 50% and 99% stages for documents drafted.
- Regulatory:
  - Complete detailed standards analysis.
- Scope and Activities:
  - Prepare a schedule of design work in accordance with time limits set by the NCC.
  - Submit drawings and specifications at the required stages (50%, 99% and final– see items A.3.1 to A.3.4).
  - Provide written responses to all review comments and incorporate them into construction documents.
  - Advise as to the process of cost estimates and submit updated cost estimates as the project develops.
  - Prepare a final estimate.
  - Review and approve materials, construction processes and specifications to meet sustainable development objectives.
- Technical and production meetings:
  - Construction documents produced will be reviewed during the meetings arranged by the NCC representative and consultant.
  - Consultant shall ensure that its staff and its subcontractor representatives attend the technical and production meetings as required.
  - Consultant shall arrange for all necessary data, progress prints, etc.
- Preparation of and submission to the NCC representative of a written response to all comments by NCC employees.

#### A.3.1 SUBMISSION DELIVERABLES (50%)

- Identify clearly all items on all drawings and specifications.
- Submit updated Class C ( $\pm 20\%$ ) cost estimate and schedule.
- Report progress on application of environmental and sustainable development issues.
- Submit written response to the NCC representative to review comments made at the design development stage.
- Specifications:
  - 50% edited with all pertinent sections.
  - Confirm general conditions of agreement.
- Design:
  - Site plan.
  - Sections.
  - Elevations.
  - Preliminary details.
  - General notes.
- Structural:
  - Design, design details and structural plans.

**A.3.2 SUBMISSION DELIVERABLES (99%)**

- Submit written response to the NCC representative to review comments made at 50% stage.
  - All drawings and specifications – fully complete
  - All drawings and specifications to be signed and sealed, as applicable
- Submit a final report on the application of sustainable development principles and strategies for the project. Include actions taken specifically to meet project's environmental requirements.
- Submit one copy of updated cost plan, Class "B" ( $\pm 10\%$ ).
- Submit one copy of updated project schedule.
- Specifications:
  - 99% edited specifications.
  - Written contributions specific to the tender form and invitation to tender, as may be required.
  - Complete set of coordinated construction drawings suitable for tender call, including all details.
  - Complete coordination to provide 99% completion.

**A.3.3 FINAL DELIVERABLES (100%) – FINAL TENDER DOCUMENTS**

- Submit written response to the NCC representative to review comments made at 99% stage.
- All original reproducible drawings and specifications for tendering purposes, 100% reviewed and coordinated, incorporating all NCC comments made at the 99% stage, either in the documents themselves, if time allows, or as an addendum during the tendering period.
- All specification sections and an index of specifications.
- Updated project implementation schedule.
- Revised Class "B" level cost estimate.
- A set of digitized specifications, in PDF, book marked by section and drawing files, in PDF, as requested by the NCC representative.
- Any plans and specifications required by inspection authorities before tender call.

**A.4 Role of NCC**

- The NCC is to act as Project Manager.
- Provide trail designer with information about the trails offer including, and not limited to, trail vision, trail concept plan, maps, results from visitor surveys, results from target market research, and access to management plan.
- Provide trail designer with an NCC staff person to guide the consultant on a tour of the trails, if required.
- Review and comment on preliminary trail design submissions.
- Conduct assessment of preliminary trail design and approve in order for trail designer to move to final on-the-ground trail design, or request payment.
- Respond to questions from the trail designer as required.
- Organize review sessions at the 50% and 99% stages during the construction documentation development stage, as required.
- Review and accept final trail design and construction drawings when 50% and 99% complete.
- Prepare or review tender package for trail construction.
- Officially accept tender package.



## **B. Trail Construction Services**

### **B.1 General Requirements**

The objective of trail construction services is to work with the NCC to create a safe, sustainable trail that meets environmental requirements, maximizes the visitor experience, and addresses current and future needs. Services prior to and during construction may be requested by project manager. The services include administrative services, labour, and construction and/or construction supervisory services in accordance with NCC standards and procedures.

### **B.2 Responsibility of the Trail Construction Company**

- Knowledge and understanding of the industry standards for sustainable trail construction.
- Knowledge and understanding of sustainable trail construction in a variety of landscapes ranging from hillside trail construction, flat ground trail construction, wetland trail construction, and user specific trail construction.
- Use hand tools, power tools and small (mini/micro) walk behind or ride-on mechanized equipment in a variety of terrain and conditions in order to construct sustainable multi-use, single use and preferred use trails according to trail design and specifications with minimized environmental impact.
- Construct and install trail related infrastructure including stream crossing solutions, signage or other related amenities identified in the project requirements.
- Supervise construction work and supervise site operations, including the supervision of volunteers if possible.
- Discuss and review construction procedures to be used.
- Review construction work schedule proposed.
- Comply with contract requirements in relation to workmanship, material, equipment, and schedule.
- Identify need for design changes or consider notices indicating that such changes are necessary and maintain contact with project manager.
- Clarify design intent through discussions with project manager.
- Monitor and report disturbances to wildlife, vegetation, soils and visitors caused by construction.
- Create and implement an environmental safety plan to mitigate any disturbances in consultation with environmental assessment coordinator and project authority.
- As needed, provide trail construction training to staff members or volunteers working for the NCC.
- Attend site meetings; record and distribute minutes.
- Prepare sketches or drawings to depict design variations.
- Prepare site inspection reports as required.
- List and oversee deficiencies and corrective measures.
- Maintain records of as-built conditions and prepare as-built drawing if required.
- Organize and oversee final inspections.
- Organize/participate in commissioning the project.
- Participate in “post-construction” evaluation and assist with report preparation.
- Keep photographic records of construction stages and procedures.



### B.3 Role of NCC

- The NCC acts as project manager.
- Provide trail construction company with information about the trails offer including, and not limited to: trail design, trail vision, trail concept plan, maps, results from visitor surveys, and management plan.
- Provide trail construction company with an NCC staff person to guide the Consultant on a tour of the trails if required.
- Review and comment on preliminary trail construction.
- Respond to questions from the trail construction company as required.
- Review and accept final trail construction documents.
- Participate in "post-construction" evaluation and assist report reparation (if required)
- Inspect work and commission trail.





## Annex B - COVID-19 Vaccination Requirement Certification Form

### Certification

---

I, \_\_\_\_\_ (*first and last name*), as the representative of \_\_\_\_\_ (*name of business*) pursuant to MA052 Trail Design and Trail Construction Services – Gatineau Park, warrant and certify that all personnel that \_\_\_\_\_ (*name of business*) will provide on the resulting Contract/Purchase Order who access National Capital Commission (NCC) / federal government workplaces where they may come into contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s) as of December 15, 2021; or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures as of December 15, 2021 that have been presented to and approved by the NCC;

until such time that the NCC indicates that the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada’s COVID-19 Vaccination Policy for Supplier Personnel, and that \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract/Purchase Order. I understand that the certifications provided to the NCC are subject to verification at all times. I also understand that the NCC will declare a contractor in default if a certification is found to be untrue, whether made knowingly or unknowingly, during the Contract/Purchase Order period. The NCC reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by the NCC will constitute a default under the Contract/Purchase Order.

Signature: \_\_\_\_\_

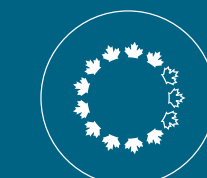
Date: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract/Purchase Order and who require access to NCC / federal government workplaces where they may come into contact with public servants.





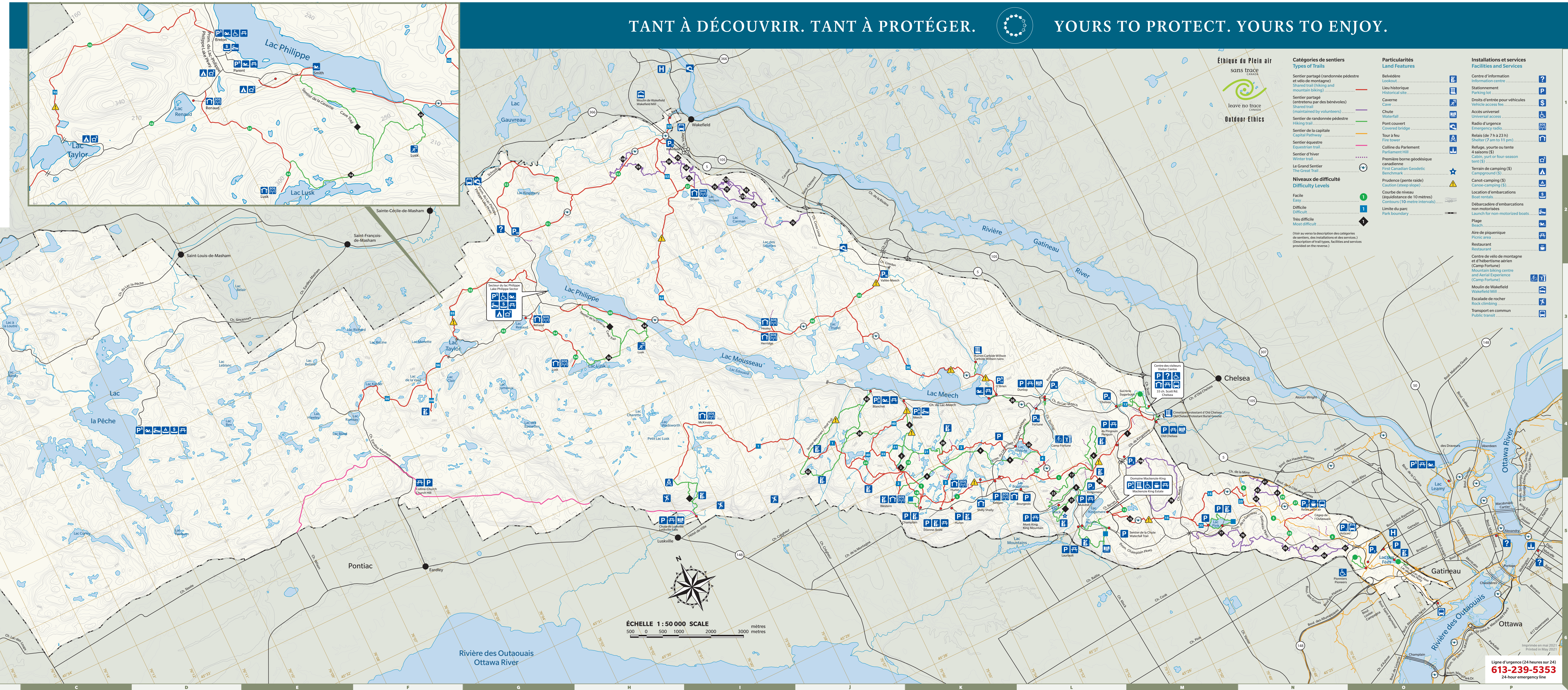
TANT À DÉCOUVRIR. TANT À PROTÉGER.



YOURS TO PROTECT. YOURS TO ENJOY.

**Longueur des sentiers (linéaire)**  
**Trail Lengths (linear)**

N° de sentier / Trail No.	km
1	22 / 22
18	1,3 / 1,3
3	3 / 3
4	4,9 / 4,9
5	0,9 / 0,9
6	7,4 / 7,4
7	3,3 / 3,3
8	1,7 / 1,7
9	5 / 5
13	0,6 / 0,6
14	0,6 / 0,6
15	6,4 / 6,4
17	1,6 / 1,6
18	0,7 / 0,7
21	2,3 / 2,3
23	1 / 1
24	1,7 / 1,7
25	1 / 1
26	1,8 / 1,8
27	1,2 / 1,2
28	0,8 / 0,8
29	2,5 / 2,5
30	1 / 1
32	1,8 / 1,8
33	1,2 / 1,2
35	0,6 / 0,6
36	7,9 / 7,9
37	0,7 / 0,7
38	1,2 / 1,2
40	2,7 / 2,7
41	2 / 2
42	1,1 / 1,1
43	550m
50	11,7 / 11,7
51	2,5 / 2,5
52	7,8 / 7,8
53	9,6 / 9,6
53B	2,5 / 2,5
54	7 / 7
55	4,9 / 4,9
56	5,8 / 5,8
57	0,6 / 0,6
58	2,8 / 2,8
59	1,8 / 1,8
62	7,7 / 7,7
66	3,6 / 3,6
67	376m / 376m
68	2,7 / 2,7
72	9 / 9
72B	2,7 / 2,7
76	2,1 / 2,1
77	1,8 / 1,8
78	3,2 / 3,2
79	4,8 / 4,8
80	1,1 / 1,1



**Éthique du Plein air**  
sans trace  
CANADA  
leave no trace  
CANADA  
Outdoor Ethics

**Catégories de sentiers**  
Types of Trails

- Sentier partagé (randonnée pédestre et vélo de montagne) Shared trail (hiking and mountain biking)
- Sentier partagé (entretenu par des bénévoles) Shared trail (maintained by volunteers)
- Sentier de randonnée pédestre Hiking trail
- Sentier de la capitale Capital Pathway
- Sentier équestre Equestrian trail
- Sentier d'hiver Winter trail
- Le Grand Sentier The Great Trail

**Niveaux de difficulté**  
Difficulty Levels

- Facile Easy
- Difficile Difficult
- Très difficile Most difficult

**Particularités**  
Land Features

- Belvédère Lookout
- Lieu historique Historical site
- Caverne Cave
- Chute Waterfall
- Pont couvert Covered bridge
- Tour à feu Fire tower
- Colline du Parlement Parliament Hill
- Première borne géodésique canadienne First Canadian Geodetic Benchmark
- Prudence (pente raide) Caution (steep slope)
- Courbe de niveau (équidistance de 10 mètres) Contours (10 metre intervals)
- Limite du parc Park boundary

**Installations et services**  
Facilities and Services

- Centre d'information Information centre
- Stationnement Parking lot
- Droits d'entrée pour véhicules Vehicle access fee
- Accès universel Universal access
- Radio d'urgence Emergency radio
- Relais (de 7 h à 23 h) Shelter (7 am to 11 pm)
- Refuge, yourte ou tente à 4 saisons (S) Cabin, yurt or four-season tent (S)
- Terrain de camping (S) Campground (S)
- Canot-camping (S) Canoe-camping (S)
- Location d'embarcations Boat rentals
- Débarcadere d'embarcations non motorisées Launch for non-motorized boats
- Plage Beach
- Aire de pique-nique Picnic area
- Restaurant Restaurant
- Centre de vélo de montagne et d'hébertisme aérien (Camp Fortune) Mountain biking centre and Aerial Experience (Camp Fortune)
- Moulin de Wakefield Wakefield Mill
- Escalade de rocher Rock climbing
- Transport en commun Public transit

Ligne d'urgence (24 heures sur 24)  
613-239-5353  
24-hour emergency line





CCN | NCC

## Parc de la Gatineau Gatineau Park

### Tant à découvrir. Tant à protéger.

Le parc de la Gatineau est le parc de conservation de la capitale du Canada.

D'une superficie de 361 kilomètres carrés, le parc est représentatif des paysages naturels riches et diversifiés du Bouclier canadien. C'est un lieu de conservation des ressources naturelles, culturelles et historiques où l'on peut pratiquer une gamme d'activités récréatives respectueuses de l'environnement. Les promenades panoramiques donnent accès à un vaste réseau de sentiers de randonnée ainsi qu'aux lacs, plages, terrains de camping, chutes et belvédères du parc.

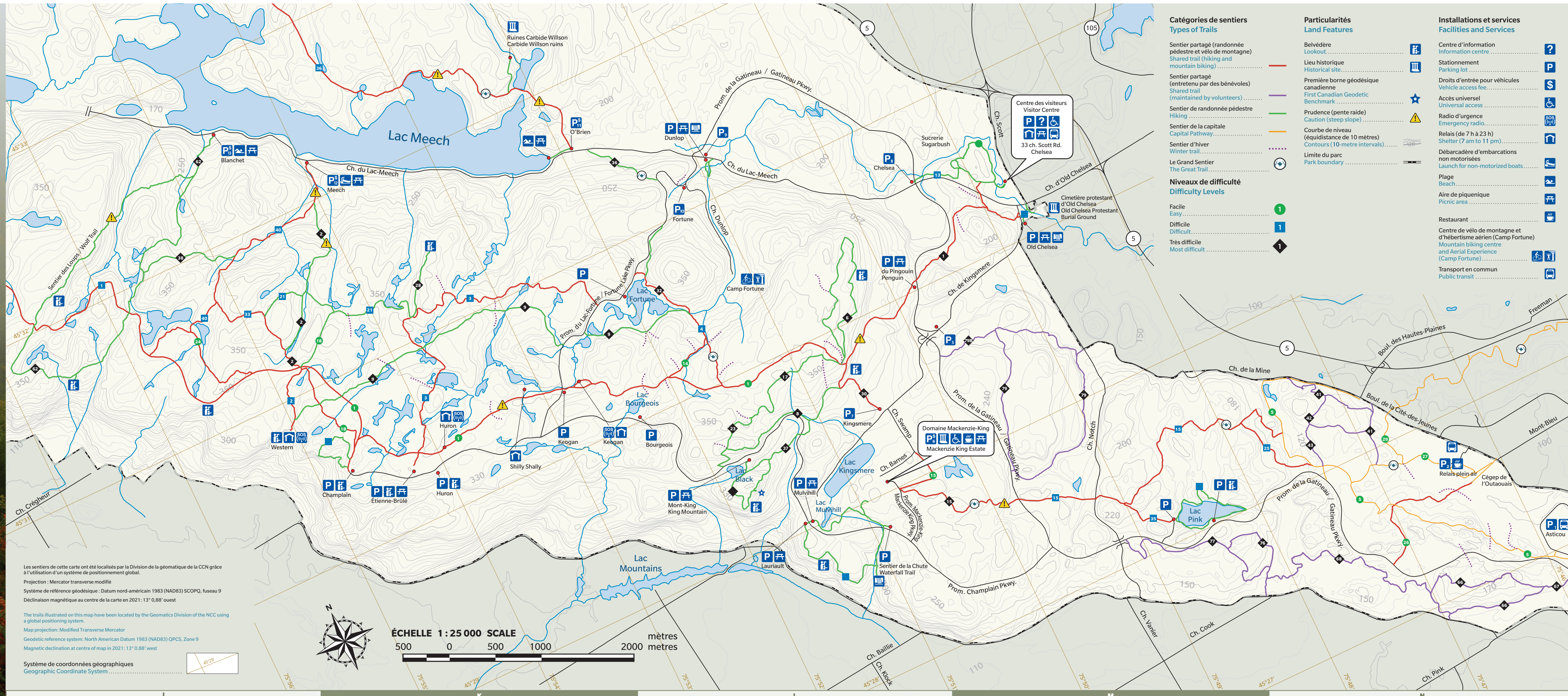
La Commission de la capitale nationale (CCN) a la responsabilité de protéger ce parc unique en faisant équipe avec des partenaires qui participent à sa conservation.

### Yours to Protect. Yours to Enjoy.

Gatineau Park is the national capital's conservation park.

The Park's 361 square kilometres contain a representative sample of the rich and diverse natural landscapes of the Canadian Shield. It is an area where natural, cultural and historical resources are preserved and protected, and where visitors can enjoy a range of recreational activities that respect the environment. Gatineau Park's scenic parkways provide access to a vast network of hiking trails, as well as lakes, beaches, campgrounds, waterfalls and lookouts.

The National Capital Commission (NCC) is responsible for protecting this unique park, in collaboration with partners who are devoted to its conservation.



Les sentiers de cette carte ont été localisés par la Division de la géomatique de la CCN grâce à l'utilisation d'un système de positionnement global.  
Projection: Mercator transverse modifiée  
Système de référence géodésique: Datum nord-américain 1983 (NAD83) SCOP, fuseau 9  
Déclinaison magnétique au centre de la carte en 2021: 13° 0,88' ouest  
The trails illustrated on this map have been located by the Geomatics Division of the NCC using a global positioning system.  
Map projection: Modified Transverse Mercator  
Geodetic reference system: North American Datum 1983 (NAD83) OPCS, Zone 9  
Magnetic declination at centre of map in 2021: 13° 0,88' west

### Le parc en toute sécurité

La pratique d'une activité de plein air comporte des risques. Renseignez-vous sur les règles de sécurité et agissez avec prudence.

- Préparez votre itinéraire en tenant compte de la longueur des sentiers, de leur niveau de difficulté et de vos capacités.
- Informez un proche de votre itinéraire et évitez de partir seul en randonnée.
- Munissez-vous d'une carte des sentiers et restez sur les sentiers officiels.
- Apportez toujours de l'eau et de la nourriture, un sifflet, des allumettes, une lampe de poche et des vêtements chauds.
- Soyez courtois envers les autres usagers. Partagez la route et les sentiers.
- Observez la faune à distance et ne nourrissez pas les animaux.
- Ne polluez pas et rapportez vos déchets.
- Ne laissez aucun objet de valeur dans votre véhicule et verrouillez vos portières.

### Safety in the Park

Engaging in outdoor activities involves certain risks. Make sure that you know what safety measures to take, and exercise caution in your outdoor activities.

- Plan your route in advance, and consider trail distance and level of difficulty, as well as your own ability.
- Avoid setting out alone on the trails and tell someone where you are going.
- Carry a trail map and stay on the official trails.
- Always carry water and food, matches, a whistle, a flashlight, and warm clothing.
- Be considerate of other Park users. Share the roads and the trails.
- Observe wildlife from a distance, and do not feed wild animals.
- Do not pollute, and pack out what you pack in.
- Lock your doors, and do not leave valuables in your car.

**Partageons la route** / **Share the road**  
1,5 mètre / 1,5 metres  
Observez le code de la route et soyez courtois envers les autres usagers.  
Please obey the rules of the road, and be considerate of other users.  
• Respectez la limite de vitesse.  
• Dépassez les cyclistes de façon sécuritaire; respectez une distance d'un mètre et demi.

**Avis**  
Les promenades sont réservées aux personnes et à la mobilité active la majorité du temps. Les véhicules motorisés peuvent accéder aux promenades à des moments spécifiques.  
Please plan your visit accordingly. Learn more at [gatineaupark.gc.ca](http://gatineaupark.gc.ca).

**Notice**  
Gatineau Park parkways are reserved for people and active use for much of the time. There are designated times during which motorized vehicles can access the parkways.  
Please plan your visit accordingly. Learn more at [gatineaupark.gc.ca](http://gatineaupark.gc.ca).

### Règlements

- Les animaux domestiques sont interdits sur les terrains de camping et les plages, dans les aires de pique-nique, les relais et les prêts-à-camper, et sur les sentiers du Lac-Pink, du Mont-King et de la Chute-de-Luskville. Les chiens tenus en laisse sont autorisés sur les autres sentiers du 15 avril au 30 novembre.
- La baignade est permise là où les plages sont surveillées.
- Le camping, les feux de camp et les barbecues sont permis aux endroits prévus à cette fin.
- Les vélos de montagne ne sont permis que dans les sentiers désignés, et ce, du 15 mai au 30 novembre ou ouverture retardée selon les conditions météorologiques.
- Il est interdit de couper ou de ramasser du bois et de cueillir des plantes et des fleurs.
- Il est interdit d'avoir en sa possession des boissons alcoolisées hors de son emplacement de camping.

### Rules and Regulations

- Pets are not allowed at campgrounds, beaches, picnic areas; in shelters or ready-to-camp units; or on the Pink Lake, King Mountain or Luskville Falls trails. Leashed pets are allowed on other trails, from April 15 to November 30.
- Swimming is allowed only at supervised beaches.
- Camping, campfires and barbecuing are allowed only in designated areas.
- Mountain biking is allowed only on designated trails (May 15 to November 30) or later, depending on weather conditions.
- It is prohibited to cut or collect wood, or to pick flowers or plants.
- It is prohibited to possess or consume alcohol in any area other than your own campsite.

Please see the full list of rules at [gatineaupark.gc.ca](http://gatineaupark.gc.ca).

### Sentiers de randonnée recommandés

### Recommended Walking/Hiking Trails

Difficulté / Difficulty	Sentier / Trail	Particularités / Details	Boucle / Loop	Distance (km) et durée** / Distance (km) and time**	Point de départ / Starting point	Localisation / Coordinates
●	<b>Dunlop</b> Charmant petit sentier longeant le ruisseau Fortune. A pleasant little trail that follows Fortune Creek.		X	0,5 / 0,5 (15 min)	Aire de pique-nique Dunlop / Dunlop Picnic Area	L4
●	<b>du Lac-des-Fées*</b> Sentier idéal pour observer les oiseaux le long du lac des Fées, près du centre-ville. Great trail for birdwatching, along the shore of Lac des Fées, close to downtown.			1,0 / 1,0 (20 min)	Stationnement du lac des Fées / Lac des Fées parking lot	O5 (voir au verso) / (see reverse)
●	<b>Lac des Fées*</b> Grand sentier d'interprétation de la colonisation de l'Outaouais et de la diversité des forêts du parc. Interpretive trail that highlights the history of settlers in the Outaouais region and the Park's forest diversity.		X	1,3 / 1,3 (25 min)	P3	O5 (voir au verso) / (see reverse)
●	<b>des Pionniers*</b> Sentier d'interprétation de la colonisation de l'Outaouais et de la diversité des forêts du parc. Interpretive trail that highlights the history of settlers in the Outaouais region and the Park's forest diversity.		X	1,9 / 1,9 (40 min)	Centre des visiteurs / Visitor Centre	M4
●	<b>de la Sucrerie Sugarbush</b> Belle randonnée en forêt près du Centre des visiteurs. A nice walk through the forest near the Visitor Centre.		X	1,1 / 1,1 (20 min)	Stationnement du belvédère Champlain / Champlain Lookout parking lot	K5
●	<b>Champlain*</b> Au sommet de l'escarpement d'Eardley depuis la belvédère Champlain. Explores the top of the Eardley Escarpment at Champlain Lookout.		X	2,3 / 2,3 (45 min)	Stationnement du lac Pink / Pink Lake parking lot	M5
●	<b>du Lac-Pink*</b> Entoure un magnifique lac méromictique aux eaux turquoise. Plusieurs escaliers. Loops around a beautiful meromictic lake with turquoise waters; several sets of stairs.		X	4,5 / 4,5 (1 h 15 min)	Stationnement de la chute de Luskville / Luskville Falls parking lot	H5 (voir au verso) / (see reverse)
●	<b>de la Chute et Lauriault</b> Sentiers préférés de l'ancien premier ministre William Lyon Mackenzie King sur son domaine. Former prime minister William Lyon Mackenzie King's favourite trails on his estate.		X	1,8 / 1,8 (45 min)	Stationnement du mont King / King Mountain parking lot	L5
◆	<b>du Mont-King*</b> Mène à l'escarpement d'Eardley, 300 m au-dessus de la vallée de l'Outaouais. Leads to the top of the Eardley Escarpment, 300 m above the Ottawa Valley.		X	4,2 / 4,2 (2 h 30 min)	Stationnement de la chute de Luskville / Luskville Falls parking lot	H5 (voir au verso) / (see reverse)
◆	<b>de la Chute-de-Luskville*</b> Ascension de 290 m sur la pente rocheuse de l'escarpement d'Eardley menant à une tour à feu. Vue splendide sur la vallée de l'Outaouais. A 290-metre climb up the rocky slope of the Eardley Escarpment leading to a fire tower; stunning view of the Ottawa Valley.		X	5,3 / 5,3 (2 h)	P7	L5
◆	<b>de la Chute-de-Luskville*</b> Sentier vallonné d'un dénivelé de 100 m, jalonné de plusieurs belvédères avec vue sur l'Outaouais. A hilly trail with an elevation gain of 100 m, and several lookouts over the Outaouais.		X	8,3 / 8,3 (3 h)	P13 (plage Blanchet Beach)	J4
◆	<b>des Loups (n° 62)</b> Ascension de 220 m sur un sentier forestier escarpé menant au belvédère Tawadina. A 220-metre climb up a steep trail through mature forest to Tawadina Lookout.		X	8,5 / 8,5 (3 h)	Stationnement de la plage Parent / Parent Beach parking lot	G3 (voir au verso) / (see reverse)
◆	<b>de la Caverne-Lusk (n° 50 et 54)</b> Circuit longeant le lac Philippe depuis le camping et menant à une caverne de marbre accessible au public. Les relais du parc sont équipés d'un système de communication d'urgence (sauf les relais de la Sucrerie et Shilly Shally).		X			

\* Sentier jalonné de panneaux d'interprétation. / Trail with interpretation panels.  
\*\* Durée approximative, calculée à un rythme de 3 km/h. / Approximate time, assuming a pace of 3 km/h.  
Des toilettes sèches se trouvent dans les stationnements, les aires de pique-nique et les relais de jour. / Outhouses can be found at parking lots, picnic areas and day shelters.

### Renseignements

Centre des visiteurs du parc de la Gatineau  
33, chemin Scott, Chelsea (Québec) J9B 1R5  
819-827-2020 • 1-866-456-3016  
ParcdeGatineau.gc.ca

Ligne d'urgence (24 heures) : 613-239-5353

Les relais du parc sont équipés d'un système de communication d'urgence (sauf les relais de la Sucrerie et Shilly Shally).

### Information

Gatineau Park Visitor Centre  
33 Scott Road, Chelsea, Québec J9B 1R5  
819-827-2020 • 1-866-456-3016  
GatineauPark.gc.ca

Emergency Line (24-hour): 613-239-5353

All Park shelters, except Sugarbush and Shilly Shally, are equipped with an emergency radio communication system.

Les Services récréatifs Demsis inc. est l'entrepreneur responsable des services récréatifs et d'entretien au parc de la Gatineau.

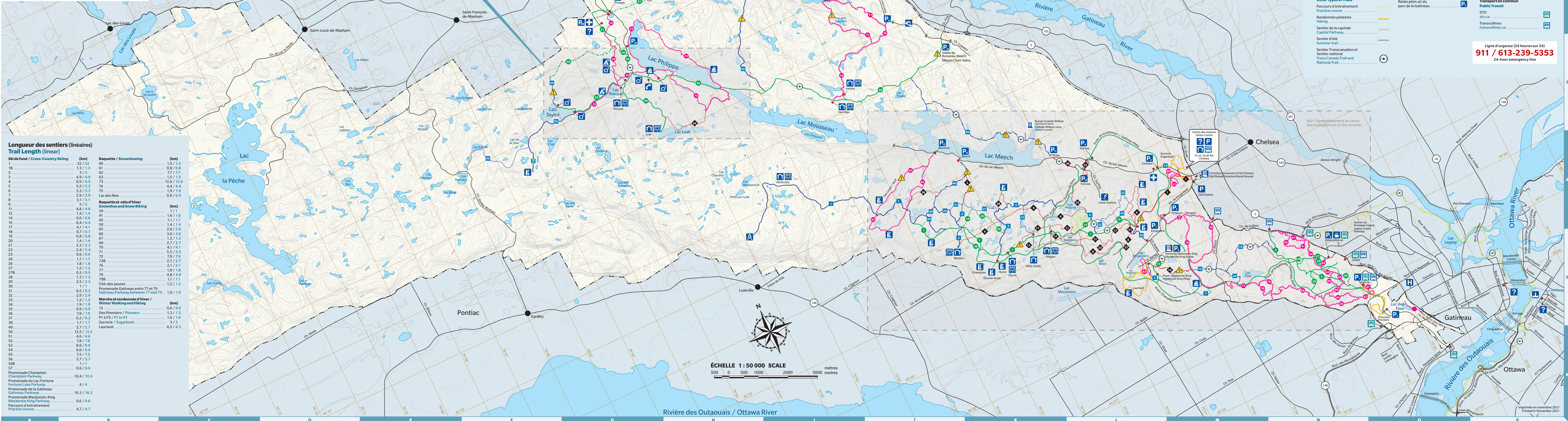
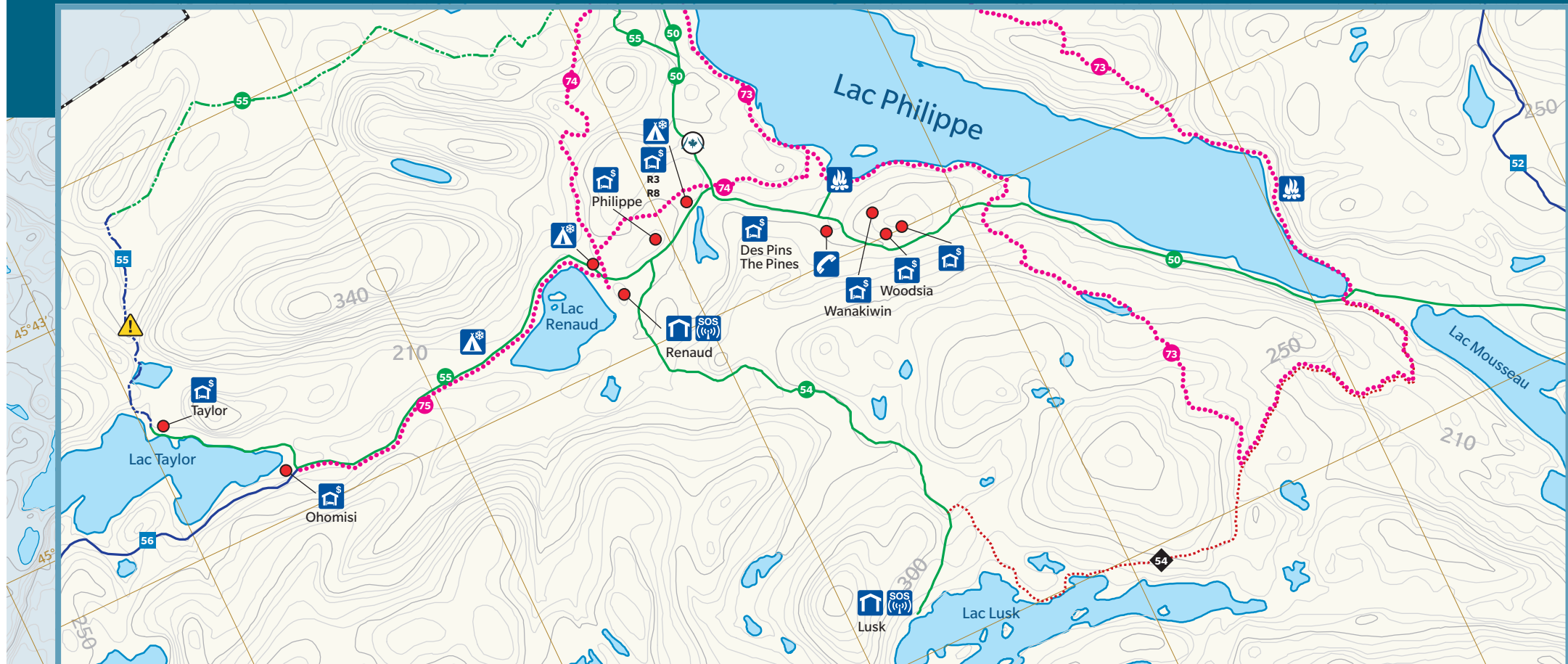
Services récréatifs Demsis Inc. is the contractor in charge of Gatineau Park's recreation and maintenance services.





TANT À DÉCOUVRIR. TANT À PROTÉGER.

YOURS TO PROTECT. YOURS TO ENJOY.

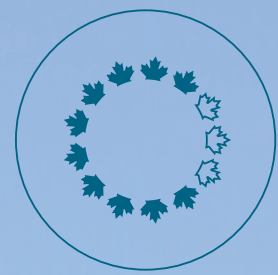


- Catégories de sentiers / Types of Trails**
- Sentier de raquette / Snowshoe Trail
  - Sentiers de raquette et de vélo d'hiver / Snowshoe and Snow Biking Trails
  - Sentiers de ski / Ski Trails
  - Partagés (pas de patin et classique) / Shared trails (skating and classic)
  - Classique seulement / Classic only
  - Arrière-pays / Back-country
  - Niveaux de difficulté / Difficulty Levels
  - Facile / Easy
  - Difficile / Difficult
  - Très difficile / Most difficult
  - Autres catégories de sentiers / Other Types of Trails
  - Parcours d'entraînement / Practice course
  - Randonnée pédestre / Hiking
  - Sentier de la capitale / Capital Pathway
  - Sentier d'été / Summer trail
  - Sentier Transcanadien et Sentier national / Trans Canada Trail and National Trail
- Points d'intérêt / Land Features**
- Belvédère / Lookout
  - Lieu historique / Historic site
  - Colline du Parlement / Parliament Hill
  - Tour à feu / Fire tower
  - Pont couvert / Covered bridge
  - Pente raide (prudence) / Steep slope (caution)
  - Courbe de niveau (équidistance de 10 mètres) / Contours (10-metre intervals)
  - Limite du parc / Park boundary
  - Partenaires (secteur privé) / Partners (private sector)
  - Moulin Wakefield / Wakefield Mill
  - Ski alpin / Downhill skiing
  - Relais plein air du parc de la Gatineau
- Installations et services / Facilities and Services**
- Centre d'information / Information centre
  - Stationnement / Parking lot
  - Relais (de 7 h à 23 h) / Shelter (7 am to 11 pm)
  - Prêt à camper / Ready-to-camp unit
  - Poste de premiers soins / First aid kiosk
  - Camping d'hiver / Winter camping
  - Téléphone payant / Pay phone
  - Radio d'urgence / Emergency radio
  - Halle / Rest area
  - Hôpital / Hospital
  - Chemin barré / Closed roadway
  - Restaurant / Restaurant
  - Transport en commun / Public Transit
  - STO / sto.ca
  - Transcolines / transcolines.ca
- Autres catégories de sentiers / Other Types of Trails**
- Parcours d'entraînement / Practice course
  - Randonnée pédestre / Hiking
  - Sentier de la capitale / Capital Pathway
  - Sentier d'été / Summer trail
  - Sentier Transcanadien et Sentier national / Trans Canada Trail and National Trail
- Ligne d'urgence (24 heures sur 24) / 24-hour emergency line**  
911 / 613-239-5353

**Longueur des sentiers (linéaires) / Trail Length (linear)**

Ski de fond / Cross-Country Skiing (km)	Raquette / Snowshoeing (km)
1	22 / 22
18	1,3 / 1,3
2	3 / 3
3	4,9 / 4,9
4	0,9 / 0,9
5	5,2 / 5,2
6	3,3 / 3,3
7	2,9 / 2,9
8	3,1 / 3,1
9	5 / 5
11	4,8 / 4,8
12	1,4 / 1,4
14	0,6 / 0,6
15	6,4 / 6,4
17	4,1 / 4,1
18	0,7 / 0,7
19	0,8 / 0,8
20	1,4 / 1,4
21	2,3 / 2,3
22	2,4 / 2,4
23	0,6 / 0,6
24	1,7 / 1,7
26	1,8 / 1,8
27	1,2 / 1,2
27B	0,5 / 0,5
28	1,3 / 1,3
29	2,5 / 2,5
30	0,5 / 0,5
31	1,9 / 1,9
32	2,9 / 2,9
33	1,2 / 1,2
34	1,9 / 1,9
35	0,9 / 0,9
36	7,9 / 7,9
37	0,2 / 0,2
38	1,7 / 1,7
40	2,7 / 2,7
50	13,5 / 13,5
51	4,6 / 4,6
52	7,8 / 7,8
53	6,6 / 6,6
54	6,6 / 6,6
55	7,5 / 7,5
56	5,7 / 5,7
56B	1 / 1
57	0,6 / 0,6
Promenade Champlain / Champlain Parkway	10,4 / 10,4
Promenade du Lac-Fortune / Fortune Lake Parkway	4 / 4
Promenade de la Gatineau / Gatineau Parkway	16,3 / 16,3
Promenade Mackenzie-King / Mackenzie King Parkway	0,6 / 0,6
Parcours d'entraînement / Practice course	4,7 / 4,7





CCN | NCC

# Parc de la Gatineau Gatineau Park

## Tant à découvrir. Tant à protéger.

Le parc de la Gatineau est un vaste espace naturel situé au cœur de la région de la capitale du Canada.

D'une superficie de 361 kilomètres carrés, le parc est représentatif des paysages naturels riches et diversifiés du Bouclier canadien. C'est un lieu de conservation des ressources naturelles, culturelles et historiques où l'on peut pratiquer une gamme d'activités récréatives respectueuses de l'environnement. Son réseau de sentiers de ski de fond, qui s'étend sur 200 kilomètres, est l'un des plus vastes en Amérique du Nord.

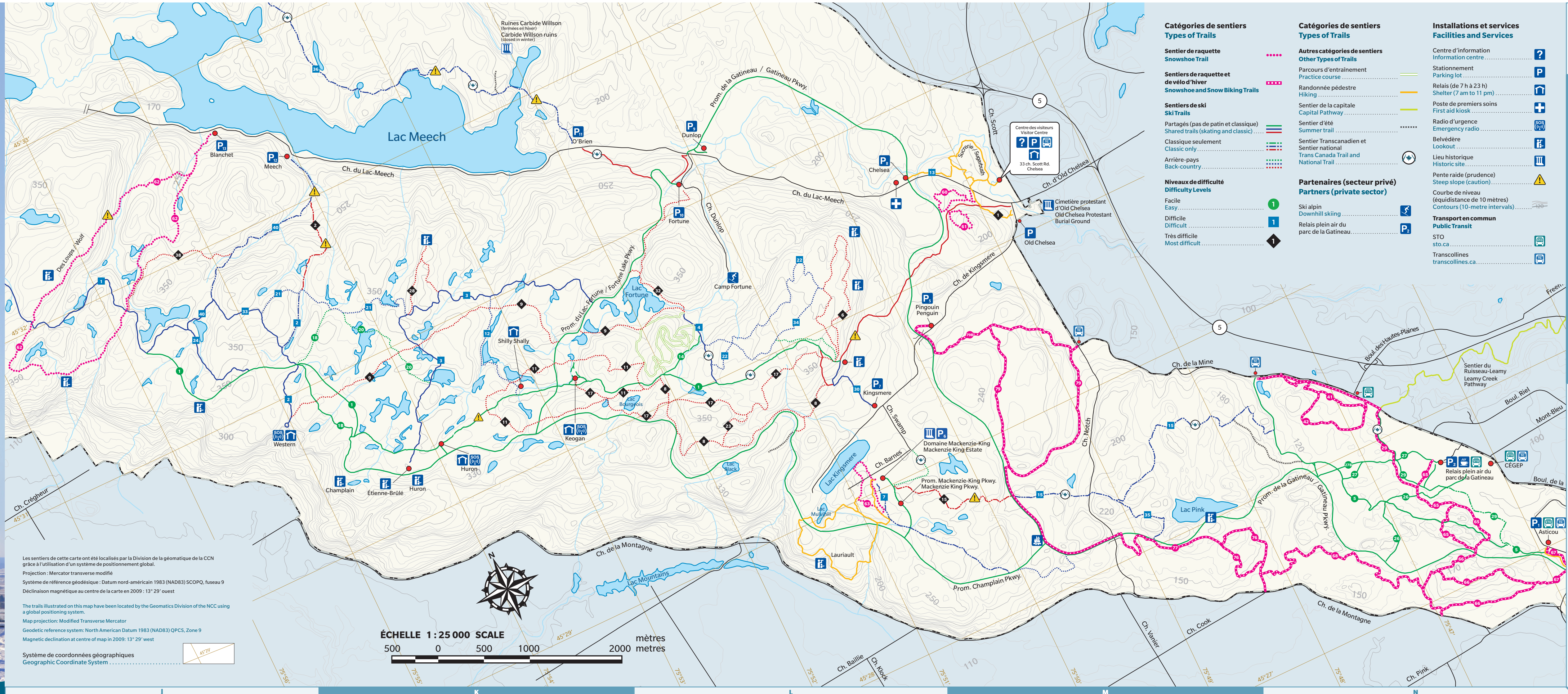
La Commission de la capitale nationale (CCN) a la responsabilité de protéger ce parc unique en faisant équipe avec des partenaires qui participent à sa conservation.

## Yours to Protect. Yours to Enjoy.

Gatineau Park is an important natural area in the heart of Canada's Capital Region.

The Park's 361 square kilometres contain a representative sample of the rich and diverse natural landscapes of the Canadian Shield. It is an area where natural, cultural and historical resources are preserved and protected, and where visitors can enjoy a range of recreational activities that respect the environment. Gatineau Park's cross-country ski network, which covers 200 kilometres of trails, is also one of the largest in North America.

The National Capital Commission (NCC) is responsible for protecting this unique park, in collaboration with partners who are devoted to its conservation.



Les sentiers de cette carte ont été localisés par la Division de la géomatique de la CCN grâce à l'utilisation d'un système de positionnement global. Projection: Mercator transverse modifiée. Système de référence géodésique: Datum nord-américain 1983 (NAD83) SCOP, fuseau 9. Déclinaison magnétique au centre de la carte en 2009: 13° 29' ouest. The trails illustrated on this map have been located by the Geomatics Division of the NCC using a global positioning system. Map projection: Modified Transverse Mercator. Geodetic reference system: North American Datum 1983 (NAD83) QPCS, Zone 9. Magnetic declination at centre of map in 2009: 13° 29' west. Système de coordonnées géographiques: Geographic Coordinate System.

ÉCHELLE 1 : 25 000 SCALE 500 0 500 1000 2000 mètres

## Le parc en toute sécurité

La pratique d'une activité de plein air comporte des risques. En hiver, les dangers liés au froid sont bien réels. Renseignez-vous sur les règles de sécurité et agissez avec prudence.

- Préparez votre itinéraire en tenant compte de la longueur des sentiers, de leur niveau de difficulté, de vos capacités et de la tombée de la nuit.
• Informez un proche de votre itinéraire et évitez de partir seul en randonnée.
• Munissez-vous d'une carte des sentiers et restez sur les sentiers officiels.
• Circuler sur les plans d'eau gelés est dangereux et devrait être évité en tout temps.
• Apportez toujours de l'eau et de la nourriture, un sifflet, des allumettes, une lampe de poche et des vêtements chauds.
• Ne comptez pas sur votre téléphone cellulaire pour faire un appel. La réception des signaux cellulaires varie selon les fournisseurs de services téléphoniques et l'endroit où l'on se trouve.
• Observez la faune à distance.
• Ne polluez pas et rappez vos déchets.
• Les animaux domestiques doivent être tenus en laisse et ne sont admis que sur les sentiers de marche et randonnée.

## Safety in the Park

Engaging in outdoor activities involves certain risks. The cold weather in winter can present a real danger. Make sure that you know what safety measures to take, and exercise caution in your outdoor activities.

- Plan your route in advance, and consider trail distance and level of difficulty, as well as your own ability and daylight.
• Avoid setting out alone on the trails, and tell someone where you are going.
• Carry a trail map, and stay on the official trails.
• Ice-covered waterways are dangerous, and should be avoided at all times.
• Always carry water and food, matches, a whistle, a flashlight, and warm clothing.
• Don't rely on your cellphone to make a call; cellphone reception and signals vary, depending on your telephone service provider and your location in the Park.
• Observe wildlife from a distance.
• Do not pollute, and pack out what you pack in.
• Pets must be leashed, and are allowed on the walking and hiking trails only.

COVID-19 : Suivez les consignes sanitaires en vigueur. Pour plus de renseignements, consultez le ccn-ncc.gc.ca/covid-19.

COVID-19: Follow health guidelines in place. Details at ncc-ccn.gc.ca/covid-19.

Profitez de votre #CapitaleHivernale. ccn-ncc.gc.ca/capitale-hivernale
Experience your #WinterCapital. ncc-ccn.gc.ca/winter-capital



Le bonheur est ici. Réservez votre séjour de camping en ligne. Find your happy place. Book your camping trip online.

Laissez-passer saisonnier d'hiver. Achetez le vôtre en ligne, et portez-le de façon à ce qu'il soit bien visible. Winter Season Pass. Buy yours online, and be sure to wear it in plain view.

Le parc vous tient-il à cœur? Devenez membre des Amis du parc de la Gatineau. Are you passionate about the Park? Become a member of the Friends of Gatineau Park. www.friendsofgatineaupark.com 819-827-3113

## Sentiers recommandés pour la randonnée, la raquette et le vélo d'hiver

Table with columns: Activité, Difficulté, Sentier, Détails, Boucle, Distance (km), Point de départ, Localisation. Lists various trails like Sentier des Pionniers, Sentier de la capitale, Sentier de la Sucrière, etc.

### Code d'éthique

- Portez votre laissez-passer de façon à ce qu'il soit bien visible.
• Pour utiliser les sentiers de ski de fond, de raquette et de vélo d'hiver, il vous faut un laissez-passer quotidien ou saisonnier.
• L'accès aux sentiers de marche et de randonnée d'hiver est gratuit.
• Vérifiez la légende et choisissez le bon sentier.
• La large bande au centre, entre les deux pistes de ski de fond classique, est réservée au ski au pas de patineur.
• Si vous devez longer ou traverser un sentier de ski de fond, cédez le passage aux skieurs et évitez d'endommager les sillons de ski.

### Code of ethics

- Wear your pass in plain view.
• A daily or season pass is required to access the cross-country ski, snowshoe and snow biking trails.
• Access to the winter walking and hiking trails is free.
• Check the legend, and choose the right trail.
• The middle section of a ski trail between the classic cross-country tracks is for skate skiing.
• If your trail follows or crosses a ski trail, yield to skiers, and avoid damaging the tracks.

### Restez sur les sentiers réservés à votre activité.

- Quelques sentiers sont réservés à une seule activité et d'autres sont partagés.
• Si vous devez longer ou traverser un sentier de ski de fond, cédez le passage aux skieurs et évitez d'endommager les sillons de ski.

### Stay on the trails designated for your activity.

- Some trails are designated for only one type of activity, while others are shared.
• If your trail follows or crosses a ski trail, yield to skiers, and avoid damaging the tracks.

### Faites preuve de courtoisie avec tous les usagers.

- Gardez la droite du sentier en tout temps.
• Évitez de bloquer la route aux usagers, si vous devez vous arrêter, sortez en bordure de la piste pour que les autres puissent passer.
• Sachez qui a la priorité: Skieurs, en montée, cédez le passage aux skieurs qui descendent. Cyclistes, en descente, cédez la place aux cyclistes qui montent et toujours céder le passage aux raquetteurs.
• Les animaux sont admis sur les sentiers de randonnée d'hiver seulement, et doivent être en laisse.
• Contrôlez votre vitesse dans les descentes.

### Be courteous and considerate of all users.

- Keep to the right-hand side of the trail at all times.
• Avoid stopping at intersections, and if stopped move out of the way so the trail is free for others.
• Know who has the right of way: Skiers climbing uphill must yield to skiers coming downhill. Snow bikers coming downhill must yield to those climbing uphill and always yield to snowshoers.
• Pets are only allowed on the winter hiking trails, and must be kept on a leash.
• Control your speed when going downhill.

### Renseignements

Centre des visiteurs du parc de la Gatineau 33, chemin Scott, Chelsea (Québec) J9B 1R5 819-827-2020 + 1-866-456-3016 ParcdeLaGatineau.gc.ca

### Information

Gatineau Park Visitor Centre 33 Scott Road, Chelsea, Quebec J9B 1R5 819-827-2020 + 1-866-456-3016 GatineauPark.gc.ca

Ligne d'urgence (24 heures) : 911 / 613-239-5353

Emergency Line (24-hour): 911 / 613-239-5353

Les Services récréatifs Demis inc. est l'entrepreneur responsable des services récréatifs et d'entretien au parc de la Gatineau.

Services récréatifs Demis inc. is the contractor in charge of Gatineau Park's recreation and maintenance services.



## APPENDIX “A-1” – Mandatory Requirement

1. Proponents must comply fully with the following mandatory requirement.
2. Check that the page number is entered in the "Page Number" column for all information supporting each requirement.
3. **Failure to clearly establish full compliance or to provide the requested documents will render the proposal as non-responsive.**

No	MANDATORY REQUIREMENT	Page Number	Requirement met? Yes or No
M1	<p><b>Experience</b></p> <p>Proponents must demonstrate a minimum of 48 months of experience in providing trail design, trail construction or trail design and trail construction services since January 1, 2017.</p> <p>To demonstrate the experience the bidder must provide project summaries which include the following details:</p> <ol style="list-style-type: none"> <li>1. Name of client organization(s);</li> <li>2. Description of the project(s);</li> <li>3. Scope of project(s).</li> </ol>		

## APPENDIX “A-2” – Rated Requirements (Technical Evaluation Criteria)

### Evaluation and Rating

Rated technical requirements will be weighted at sixty (60) percent of the proposal’s total score. NCC Evaluation Committee members will evaluate the strengths and weaknesses of the Proponent's response to the evaluation criteria and will rate each criterion using the tables below.

### List of criteria with their weigh factor

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED RATING
<b>Comprehension of the Scope of Services and Organizational Structure</b>			
1A	4.0	0 – 100 %	0 – 4.0
1B	3.0	0 – 100 %	0 – 3.0
1C	3.0	0 – 100 %	0 – 3.0
<b>Management of Services</b>			
2A	5.0	0 – 100 %	0 – 5.0
2B	5.0	0 – 100 %	0 – 5.0
<b>Past Experience</b>			
3A	8.0	0 – 100 %	0 – 8.0
3B	7.0	0 – 100 %	0 – 7.0
3C	15.0 (3.0 per project)	0 – 100 %	0 – 15.0
3D	30.0 (15.0 per project)	0 – 100 %	0 – 30.0
<b>Personnel Expertise and Experience</b>			
4A	20.0	0 – 100 %	0 – 20.0
<b>TOTAL</b>			<b>0 – 100</b>

### Evaluation Rating Table

RATED REQUIREMENT	INCOMPLETE 0 %	INADEQUATE 25%	ADEQUATE 50%	FULLY SATISFACTORY 75%	STRONG 100%
1A	Did not submit information which could be evaluated	Organizational structure has significant weaknesses; it is doubtful that identified weaknesses can be corrected	Organizational structure has minor weaknesses; it is likely that weaknesses can be corrected	No weaknesses in organizational structure; no corrections required	Excellent organizational structure that will ensure effective provision of services
1B	Did not submit information which could be evaluated	Majority of assigned personnel do not have relevant experience, training and competencies to fulfill their role	Majority of assigned personnel have acceptable level of relevant experience, training and	All assigned personnel are qualified and experienced to fulfill their role	All of assigned personnel are highly qualified and very experienced to fulfill their role



<b>RATED REQUIREMENT</b>	<b>INCOMPLETE</b>	<b>INADEQUATE</b>	<b>ADEQUATE</b>	<b>FULLY SATISFACTORY</b>	<b>STRONG</b>
			competencies to fulfill their role		
1C	Did not submit information which could be evaluated.	Little capacity; insufficient to meet performance requirements	Acceptable capacity; should ensure adequate results	Satisfactory capacity; should ensure effective results	Superior capacity; should ensure very effective results
2A	Did not submit information which could be evaluated	Lacks understanding of the requirements in numerous areas	Demonstrates a good understanding of the requirements in most areas	Demonstrates a very good understanding of the requirements in all areas	Demonstrates an excellent understanding of the requirements in all areas
2B	Did not submit information which could be evaluated.	Quality control has significant weaknesses; it is doubtful that weaknesses can be corrected	Quality control has minor weaknesses; it is likely that weaknesses can be corrected	No weaknesses in quality control; no corrections required	Excellent quality control that will ensure high quality deliverables
3A	Did not submit information which could be evaluated.	Little capability to deliver full scope of services required	Acceptable capability to deliver full scope of services required	Satisfactory capability; should deliver most of the services required	Superior capability; should deliver full scope of services required
3B	Did not submit information which could be evaluated	Proposed personnel did not contribute to the majority of the example projects provided	Proposed personnel contributed to the majority of the example projects provided	Proposed personnel contributed to all example projects provided	Proposed personnel had significant contributions to all example projects provided
3C, 3D	Did not submit information which could be evaluated	The majority of the example projects are not related to this requirement	The majority of the example projects are generally related to this requirement	All example projects are directly related to this requirement	Superior project examples that are all directly related to this requirement
4A	Did not submit information which could be evaluated.	Little capability to meet performance requirements	Acceptable capability; should ensure adequate results	Satisfactory capability; should ensure effective results	Superior capability; should ensure very effective results

To be considered for an assessment of its financial proposal, proponents must achieve a minimum score of 60 points on the technical evaluation.

Proponents **should** include in their proposal documentation full, complete and precise information related to the evaluation criteria shown in sections 1 and 2 below. Failure to include full information could render the proposal as non-responsive.

**Requirements for Proposal Format**

The maximum number of pages (including text and graphics) to be submitted for the Rated Requirements varies according to the nature of the proposal submitted:

Trail Design Services proposal	11 pages
Trail Construction Services proposal	11 pages
Trail Design <b>and</b> Trail Construction proposal	22 pages

The following are not part of the page limitation mentioned above:

- Table of Contents
- CV's (curriculum vitae)
- Front page

*Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the NCC Evaluation Board members for evaluation.*

# 1 SECTION 1: TRAIL DESIGN SERVICES – Rated Technical Requirements

## 1.1 Rated Requirement 1 - Comprehension of the Scope of Services and Organizational Structure

The Proponent shall provide:

- A description of the scope of services the Consultant can provide in relation with the NCC needs outlined in the RFSO.

### **Structure of Response** (maximum 2 pages):

- The management and organizational structure should be presented graphically and focus on all personnel who will be providing services for this SOA.
- The firm’s capability for providing required services in-house. If subcontractors are to be used, a description of the management plan to address roles and responsibilities and quality, schedule, and budget control is required.
- Key members of personnel should be shown with their respective title, anticipated role, years of experience and responsibilities in providing services.
- The assignment of the resources and availability of back-up personnel.
- To provide context to the organizational structure, the Proponent should provide an accompanying brief description of the identified roles and rationalize the selection of personnel assigned to fulfill them.

### **Evaluation Criteria for Rated Requirement 1:**

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.1A	How well the Proponent’s organizational structure demonstrates their ability to provide for the needs of this SOA. This includes having an organizational structure that effectively facilitates the provision of services, with clearly defined lines of communication including who has the ultimate responsibility of resolving major problems, and the illustration of all relevant positions that will be directly providing services.	4.0	
1.1B	How clearly the Proponent has identified roles and respectively assigned personnel that are expected to provide for the needs of this SOA. The roles are well defined and relevant to providing services as defined throughout the RFSO, and that the personnel assigned to each role has a relevant combination of experience, training, and competencies to fulfill that role.	3.0	

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.1C	How well the Proponent demonstrates that they have the capacity, in numbers and expertise, to provide the services under each discipline (including back-up members and sub-consultants) of this SOA.	3.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 10</b>	

## 1.2 Rated Requirement 2 – Management of Design Services

The Proponent shall provide:

- A description detailing how the Proponent will provide and manage their services throughout a call-up, including their plan for sub-consultant coordination and how quality control will be carried out for deliverables.

**Structure of Response** (maximum 2 pages):

- The firm’s approach to responding to the individual call-ups.
- Quality control techniques.
- Budget control techniques.
- Schedule control techniques.
- Project risk management techniques.
- Conflict resolution techniques.

Note: Provide specific statements rather than general statements.

### Evaluation Criteria for Rated Requirement 2:

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.2A	How the Proponent proposes to provide and manage their service throughout a call-up. The approach is proportional, applicable, and holistically addresses the services required and types of projects listed in the RFSO.	5.0	
1.2B	How the Proponent’s proposed quality control process is expected to consistently ensure high quality deliverables under this SOA. The quality control process is systematic and specific to the deliverables required.	5.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 10</b>	

### 1.3 Rated Requirement 3 – Past Trail Design Experience

The Proponent should demonstrate that since January 1, 2017, the Proponent or its key personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services section. The proponent's participation in these projects should have involved the scope of services listed in the Required Services section.

The Proponent shall provide:

- **Short descriptions:** A list of five (5) relevant work completed in the past five (5) years.
  - Indicate whether the project is a trail design project or a trail design and construction project.
  - Short description of the project and scope of services provided.
  - The dates the services were provided.
  - Client references - name, address, phone and of client contact at working level.  
*Reference checks may be completed if deemed necessary.*
- **Extensive description 1:** A description of one (1) example of a trail design project for a government agency (national park, provincial park or conservation area, etc.) or private organization (ski centre, mountain biking centre, regional park, etc.). Rendered work should include site assessment, planning, preliminary on-the-ground design, detailed design, creation of cost and time estimates, creation of detailed design report, and preparation of, or assistance provided for, tender package for trail construction including technical specifications and drawings.
- **Extensive description 2:** A description of one (1) project that showcases the services provided by the proponent relevant to the services required by the NCC. If the proponent is offering trail design **and** construction services, the project should address both aspects. *In this case, the project description will account for Extensive description 2 of Rated Requirement 3 of the Trail Construction Services section.*

#### Structure of Response:

- **Short descriptions** (maximum ½ page per project):
  - Clearly state whether the project is a trail design project or a trail design and construction project.
  - Brief description of the project and scope of services provided.
  - The dates the services were provided.
  - Client references - name, address, phone and of client contact at working level.  
*Reference checks may be completed if deemed necessary.*
- **Extensive descriptions** (maximum 2 pages per project):
  - A detailed description of the project, including the scope of services rendered, project objectives, specific constraints and how these were overcome, deliverables, and unique solutions achieved and other relevant information as applicable to provide context.
  - Start and end dates, plus original end date.
  - Cost of the design services provided by the Proponent.
  - Information on the personnel who provided services on the project, including name, discipline, their respective role and responsibilities, whether or not they

are still employed by the Proponent, whether or not they will be providing services for the SOA.

- Indicate the Proponent’s success in providing project deliverables within stated quality, budget, and schedule requirements and Client reference information per project at the working level, including the title of the reference, a valid email address and a valid telephone number.

Except for referencing, the evaluation of each proponent will be completed based solely on the information provided in the proposal. The proponent must clearly illustrate in the proposal how the above requirements/objectives were achieved by the project. No assumptions will be made by the evaluation board.

Where a submitted example project is being carried out as a joint venture, the Proponent should indicate the responsibilities of each of the involved persons or entities.

**Evaluation Criteria for Rated Requirement 3:**

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.3A	How well the Proponent demonstrates that he can deliver services that cover the full scope of all the NCC needs outlined in the Required Services section.	8.0	
1.3B	To what extent the proposed Personnel for this SOA participated and contributed to the services provided for in the example projects (how many projects the personnel provided services for, the duration the personnel worked on those projects, what and how much was contributed).	7.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 15</b>	

Additionally, each of the example projects will be evaluated in accordance with the following:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.3C	Short descriptions: to what extent the example projects are similar in context, complexity, scope and result to those anticipated to occur under this RFSO.	15.0 (3.0 pts/project)	
1.3D	Extensive descriptions: to what extent the example projects are similar in context, complexity, and scope and result to those anticipated to occur under this RFSO.	30.0 (15.0 pts per project)	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 45</b>	

### 1.4 Rated Requirement 4 – Personnel Expertise and Experience

The proponent must show that its personnel possess the required sustainable trail design training, qualifications and experience.

The Proponent shall provide:

- The curriculum vitae of a maximum of three (3) key staff members who will be assigned to trail design. Specify whether these staff members of the company are members of a relevant professional association
- A copy of the certifications/qualifications may be required during the evaluation.

**Structure of Response:** The following information should be provided for each CV:

- Details about the personnel, including their qualifications, accreditation(s), years of trail design experience and work location.
- Other details about the personnel such as accomplishments, memberships, achievements, awards, etc.
- A description of the role the personnel will fulfill and the services the personnel will provide towards any call-ups issued under this SOA.
- The personnel's work experience, which should include for each project or activity: title, role in the project or activity, dates the services were performed, a brief description of the project or activity, along with the personnel's responsibilities and provided services.

### Evaluation Criteria for Rated Requirement 4:

The Proponent's response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
1.4A	To what extent the submitted CVs present a team of individuals having a range of expertise and experience for projects that are similar to those that will be carried out for this RFSO, and that the in-house Personnel's work experience clearly demonstrates they have provided services for projects that are similar to those that will be carried out under this RFSO.	20.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 20</b>	

## 2 SECTION 2 - TRAIL CONSTRUCTION SERVICES – Rated Technical Requirements

### 2.1 Rated Requirement 1 - Comprehension of the Scope of Services and Organizational Structure

The Proponent shall provide:

- A description of the scope of services the Consultant can provide in relation with the NCC needs outlined in the RFSO.

**Structure of Response** (maximum 2 pages):

- The management and organizational structure should be presented graphically and focus on all personnel who will be providing services for this SOA.
- The firm’s capability for providing required services in-house. If subcontractors are to be used, a description of the management plan to address roles and responsibilities and quality, schedule, and budget control is required.
- Key members of personnel should be shown with their respective title, anticipated role, years of experience and responsibilities in providing services.
- The assignment of the resources and availability of back-up personnel.
- To provide context to the organizational structure, the Proponent should provide an accompanying brief description of the identified roles and rationalize the selection of personnel assigned to fulfill them.

**Evaluation Criteria for Rated Requirement 1:**

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2.1A	How well the Proponent’s organizational structure demonstrates their ability to provide for the needs of this SOA. This includes having an organizational structure that effectively facilitates the provision of services, with clearly defined lines of communication including who has the ultimate responsibility of resolving major problems, and the illustration of all relevant positions that will be directly providing services	4.0	
2.1B	How clearly the Proponent has identified roles and respectively assigned personnel that are expected to provide for the needs of this SOA. The roles are well defined and relevant to providing services as defined throughout the RFSO, and that the personnel assigned to each role has a relevant combination of experience, training, and competencies to fulfill that role	3.0	
2.1C	How well the Proponent demonstrates that they have the capacity, in numbers and expertise, to provide the services under each discipline (including back-up members and sub-consultants) of this SOA.	3.0	



ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
		Total Points Obtained:	
		Maximum Points: 10	

## 2.2 Rated Requirement 2 – Management of Construction Services

The Proponent shall provide:

- A description detailing how the Proponent will provide and manage their services throughout a call-up, including their plan for sub-consultant coordination and how quality control will be carried out for deliverables.

**Structure of Response** (maximum 2 pages):

- The firm’s approach to responding to the individual call-ups.
- Quality control techniques.
- Budget control techniques.
- Schedule control techniques.
- Project risk management techniques.
- Conflict resolution techniques.

Note: Provide specific statements rather than general statements.

### Evaluation Criteria for Rated Requirement 2:

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2.2A	How the Proponent proposes to provide and manage their service throughout a call-up. The approach is proportional, applicable, and holistically addresses the services required and types of projects listed in the RFSO.	5.0	
2.2B	How the Proponent’s proposed quality control process is expected to consistently ensure high quality deliverables under this SOA. The quality control process is systematic and specific to the deliverables required.	5.0	
		Total Points Obtained:	
		Maximum Points: 10	

## 2.3 Rated Requirement 3 – Past Trail Construction Experience

The Proponent should demonstrate that since January 1, 2017, the Proponent or its key personnel has participated in a range of projects requiring a full scope of services in accordance with the Required Services section. The proponent’s participation in these projects should have involved the scope of services listed in the Required Services section.

The Proponent shall provide:

- **Short descriptions:** A list of five (5) relevant work completed in the past five (5) years.
  - Indicate whether the project is a trail construction project or a trail design and construction project.
  - Short description of the project and scope of services provided.
  - The dates the services were provided.
  - Client references - name, address, phone and of client contact at working level.  
*Reference checks may be completed if deemed necessary.*
- **Extensive description 1:** A description of one (1) example of a trail construction project for a government agency (national park, provincial park or conservation area, etc.) or private organization (ski centre, mountain biking centre, regional park, etc.). Project should showcase sustainable trail construction techniques that meet industry standards, use of a variety of trail tools including hand tools and mechanized tools, installation of different trail related infrastructure, monitoring disturbances to wildlife, vegetation, soils and visitors caused by construction, compliance with trail design and overall quality of project and satisfaction of client.
- **Extensive description 2:** A description of one (1) project that showcases the services provided by the proponent relevant to the services required by the NCC. If the proponent is offering trail design **and** construction services, the project should address both aspects. *In this case, the project description will account for Extensive description 2 of Rated Requirement 3 of the Trail Design Services section.*

### **Structure of Response:**

- **Short descriptions** (maximum ½ page per project):
  - Clearly state whether the project is a trail construction project or a trail design and construction project.
  - Brief description of the project and scope of services provided.
  - The dates the services were provided.
  - Client references - name, address, phone and of client contact at working level.  
*Reference checks may be completed if deemed necessary.*
- **Extensive descriptions** (maximum 2 pages per project):
  - A detailed description of the project, including the scope of services rendered, project objectives, specific constraints and how these were overcome, deliverables, and unique solutions achieved and other relevant information as applicable to provide context.
  - Start and end dates, plus original end date.
  - Cost of the design services provided by the Proponent.
  - Information on the personnel who provided services on the project, including name, discipline, their respective role and responsibilities, whether or not they are still employed by the Proponent, whether or not they will be providing services for the SOA.
  - Indicate the Proponent's success in providing project deliverables within stated quality, budget, and schedule requirements and Client reference information per project at the working level, including the title of the reference, a valid email address and a valid telephone number.

Except for referencing, the evaluation of each proponent will be completed based solely on the information provided in the proposal. The proponent must clearly illustrate in the proposal how the above requirements/objectives were achieved by the project. No assumptions will be made by the evaluation board.

Where a submitted example project is being carried out as a joint venture, the Proponent should indicate the responsibilities of each of the involved persons or entities.

**Evaluation Criteria for Rated Requirement 3:**

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2.3A	How well the Proponent demonstrates that he can deliver services that cover the full scope of all the NCC needs outlined in the Required Services section.	8.0	
2.3B	To what extent the proposed Personnel for this SOA participated and contributed to the services provided for in the example projects (how many projects the personnel provided services for, the duration the personnel worked on those projects, what and how much was contributed).	7.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 15</b>	

Additionally, each of the example projects will be evaluated in accordance with the following:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2.3C	Short descriptions: to what extent the example projects are similar in context, complexity, scope and result to those anticipated to occur under this RFSO.	15.0 (3.0 pts/project)	
2.3D	Extensive descriptions: to what extent the example projects are similar in context, complexity, and scope and result to those anticipated to occur under this RFSO.	30.0 (15.0 pts per project)	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 45</b>	

**2.4 Rated Requirement 4 – Personnel Expertise and Experience**

The proponent must show that its personnel possess the required sustainable trail design training, qualifications and experience.

The Proponent shall provide:

- The curriculum vitae of a maximum of three (3) key staff members who will be assigned to trail design. Specify whether these staff members of the company are members of a relevant professional association
- A copy of the certifications/qualifications may be required during the evaluation.

**Structure of Response:** The following information should be provided for each CV:

- Details about the personnel, including their qualifications, accreditation(s), years of trail design experience and work location.
- Other details about the personnel such as accomplishments, memberships, achievements, awards, etc.
- A description of the role the personnel will fulfill and the services the personnel will provide towards any call-ups issued under this SOA.
- The personnel’s work experience, which should include for each project or activity: title, role in the project or activity, dates the services were performed, a brief description of the project or activity, along with the personnel’s responsibilities and provided services.

**Evaluation Criteria for Rated Requirement 4:**

The Proponent’s response will be evaluated in accordance with the following criteria:

ID	RATED REQUIREMENTS	WEIGHT FACTOR (POINTS)	REFERENCE TO PROPOSAL PAGE NUMBER
2.4A	To what extent the submitted CVs present a team of individuals having a range of expertise and experience for projects that are similar to those that will be carried out for this RFSO, and that the in-house Personnel’s work experience clearly demonstrates they have provided services for projects that are similar to those that will be carried out under this RFSO.	20.0	
		<b>Total Points Obtained:</b>	
		<b>Maximum Points: 20</b>	

## APPENDIX “B” – Price Proposal Form

Proponents must complete one or both of the tables based on the nature of the services they intend to offer to the NCC. Please follow the instructions below:

- Proponents MUST submit firm prices/rates for Year 1 of the SOA. For each subsequent year, the unit rates will be adjusted using the Consumer Price Index (CPI) of Statistic Canada as detailed at *item 3 Yearly Adjustment to Unit Rates* of the TOR. **Once completed, this section will be deemed to constitute the Proponent’s financial proposal.**
- Price proposals shall not include applicable taxes and must be expressed in Canadian dollars.
- Proponents shall not change or add information to the form.
- The prices proposed for each service cannot be \$0 or nil value. Failure to insert a rate for each category will render the proposal non-responsive.

**TABLE 3: TRAIL DESIGN SERVICES – Price Proposal**

Line item	Description	Year 1 – SOA Unit Rates		
		Estimated hours*	Hourly Rate	Extended Totals (excluding taxes) C=AxB
	A	B		
	<b>Trail Design and Documentation Development Services</b>			
	<b>Trail Analysis Services</b>			
1.	Pre-design preparation	20 hours	\$ _____/hr	\$
2.	On-the-ground evaluation (preliminary and final design)	15 hours	\$ _____/hr	\$
3.	Report creation	20 hours	\$ _____/hr	\$
	<b>Trail Design Services</b>			
4.	On-the-ground design (preliminary and final design)	35 hours	\$ _____/hr	\$
5.	Preliminary design	25 hours	\$ _____/hr	\$
6.	Final design	15 hours	\$ _____/hr	\$
7.	Preparation of complete tender package for performance of the work	15 hours	\$ _____/hr	\$
<b>Total 1- – Trail Design (line items 1 to 7)</b>				\$
<b>*Estimated hours for bid evaluation purposes ONLY</b>				

**TABLE 4: TRAIL CONSTRUCTION SERVICES – Price Proposal**

Line item	Description	Year 1 – SOA Unit Rates		
		Estimated hours*	Hourly Rate	Extended Totals (excluding taxes) C=AxB
		A	B	
1.	Project Manager or Consultant	40 hours	\$ _____/hr	\$
2.	Trail Builder	120 hours	\$ _____/hr	\$
3.	Trail Builder – Crew Leader	40 hours	\$ _____/hr	\$
4.	Logger/Pruner	16 hours	\$ _____/hr	\$
5.	Carpenter	16 hours	\$ _____/hr	\$
6.	1.5t Mechanical Shovel and Operator	16 hours	\$ _____/hr	\$
7.	3-3.5t Mechanical Shovel and Operator	16 hours	\$ _____/hr	\$
8.	Small Tracked Excavator (ex.: Kubota KC70 or 120) with operator	16 hours	\$ _____/hr	\$
9.	Small Tracked Loader (ex. Kubota SVL-65) with operator	16 hours	\$ _____/hr	\$
<b>Total 2- – Trail Construction (line items 1 to 9) Estimated hours for bid evaluation purposes ONLY</b>				<b>\$</b>



**APPENDIX C - SAMPLE OF  
STANDARD OFFER AGREEMENT (SOA)**

For the provision of supplying services or goods XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX on an as needed and when requested" basis as per the clauses specified in the index on page 2.

Pour la fourniture de services ou biens de XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX selon les besoins et sur demande "conformément aux clauses spécifiées dans l'index à la page 2.

<p><b>SOA HOLDER / DETENTEUR DE LA CONVENTION</b></p> <p><b>XXXXXXXXXXXXXXXXXX</b> <b>XXXXXXXXXXXXXXXXXX</b></p> <p>(hereinafter referred to as the "Contractor") / (ci-après référé comme "L'offrant ou l'entrepreneur")</p>	<p><b>ADDRESS CONTRACTUAL ENQUIRIES TO : / ADDRESSER LES DEMANDES DE RENSEIGNEMENTS CONTRACTUELLES À:</b></p> <p>XXXXXXXXXXXXXXXXXX</p>
<p><input checked="" type="checkbox"/> Your proposal is accepted Nous acceptons votre proposition</p> <p><input type="checkbox"/> Your tender is accepted Nous acceptons votre soumission.</p>	<p>To sell and/or supply to the National Capital Commission upon the terms and conditions set out herein and/or rates, the supplies and/or services listed herein and on any attached sheets at the price (s) set out therefor. De vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions ou taux énoncés dans les présentes, les articles et (ou) les services énumérés dans les présentes et sur toute feuille ci-annexée, au (x) prix indiqué (s).</p>

OHST or GST/QST:	Included	Payment Terms / Modalités de paiement	N30 days/jours
Send your invoice and Envoyer votre facture et	2 copies at exemplaires au	Accounts Payable Comptes Payable 202 – 40 rue Elgin Street Ottawa, ON K1P 1C7	Or send by email to Ou par courriel au <a href="mailto:payables@ncc-ccn.ca">payables@ncc-ccn.ca</a>

Estimated Expenditure - Montant Estimatif	Date	For the Commission - Pour la Commission
<b>\$ XXXXXXXXXXXXXXXXXXXX</b>	XXXXXXXXXXXX	XXXXXXXXXXXXXXXXXX

<p><b>We hereby AGREE to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the price (s) set out therefore.</b></p> <p><b>Nous CONSENTONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées au recto de la présente et au(x) prix indique(s) les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-dessus et sur toute feuille ci-annexée.</b></p>	<p>_____</p> <p><b>Print Name - Nom en majuscules</b></p> <p>_____</p> <p><b>Signature</b></p> <p>_____</p> <p><b>Date</b></p>
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### **Inclusions (which are already in your possession):**

- Request for a Standing Offer Agreement (RFSO) under NCC tender file # ALXXXX

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### **Inclusion (qui est déjà en votre possession) :**

- Les documents sous la demande pour une convention d'offre à commandes du dossier de soumission de la CCN no. ALXXXX





**1. PARTICULARS OF THE STANDING OFFER / PARTICULARITES DE LA CONVENTION D'OFFRE À COMMANDES:**

**1.1 GENERAL:**

The Offeror offers to sell or provide and deliver to the Commission, the goods or services or both, listed at the price(s)/rate(s) or on the pricing basis set out, as and when the Commission may request such goods or services, in accordance with the following provisions.

It is understood and agreed that:

- a) a purchase order against this Standing Offer shall form a contract, only for those goods or services, or both, which have been called-up, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- b) the distribution of this Standing Offer does not oblige the Commission to authorize or order all or any of the goods, services, or both;
- c) the Commission's liability shall be limited to that which arises from purchase orders against this offer, made within the period specified herein;
- d) the Commission reserves the right to procure the specified goods or services by means of other contractual methods.

**GENERALITES:**

L'offrant offre de vendre ou de fournir à la Commission les biens ou services indiqués ou les deux, aux prix, ou selon la ou les formule(s) que la Commission aura besoin, pourvu que lesdits biens ou services soient commandés conformément aux dispositions suivantes:

Il est entendu et convenu:

- a) qu'une commande subséquente à cette convention d'offre à commandes ne constituera un contrat que pour les biens ou services commandés, ou les deux pourvu que la commande soit faite conformément aux conditions de la convention d'offre à commandes;
- b) que la distribution du présent document n'oblige aucunement la Commission à autoriser ou à commander l'ensemble ou une partie des biens et (ou) une partie des biens et (ou) des services;
- c) que la Commission ne sera redevable que pour les biens ou services commandés;
- d) que la Commission se réserve le droit d'acheter les biens ou services indiqués par l'entremise d'autres méthodes d'approvisionnement.

**1.2 ASSIGNMENT AND SUBCONTRACTING:**

The Offeror understands that it may not assign the Standing Offer nor assign any portion of the work, except as is customary in carrying out of similar services, without the prior written consent of the Commission.

**CESSIONS ET SOUS-TRAITANCE:**

L'offrant comprend qu'il ne peut céder la convention d'offre à commandes ni aucune partie de l'ouvrage, sauf pour la fourniture de services avec des fournisseurs qui offrent de tels services dans le cours normal de leurs affaires, sans le consentement préalable par écrit de la Commission.

**1.3 PERTINENT LAWS:**

Any contracts resulting from authorized purchase orders shall be administered and interpreted in accordance with the existing legislation in the Province of Ontario.

**LOIS PERTINENTES:**

L'accord d'une convention d'offre à commandes est interprété selon les lois en vigueur dans la Province de l'Ontario.



**1.4 PERMITS AND BY-LAWS:**

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

**LOIS ET PERMIS MUNICIPAUX:**

L'offrant respectera toutes les lois et tous les règlements relatifs aux travaux, qu'ils soient d'origine fédérale, provinciale ou municipale, comme si les travaux étaient exécutés pour une personne autre que la Commission de la capitale nationale et il devra payer tous les permis et certificats exigés relativement à l'exécution des travaux.

**1.5 NOTIFICATION OF WITHDRAWAL/REVISION:**

After "Authority to make a purchase order against a Standing Offer" has been given, in the event that the Offeror wishes to withdraw/revise this Offer, it will inform the Commission with at least 30 days prior written notice, in order that the Commission may inform all designated users. Any withdrawal/revision of this Offer will not affect any purchase orders made prior to the receipt by the Commission of such notice.

**AVIS DE RETRAIT/REVISIONS:**

Après que "l'autorisation de passer des commandes subséquentes à une convention d'offre à commandes" soit émise et si nous, l'offrant, désirons retirer/réviser la convention d'offre à commandes, nous aviserons la Commission avec un préavis de 30 jours par écrit, afin que les usagers désignés en soient avisés. Lors d'un retrait/une révision de la convention d'offre à commandes, les commandes placées avant que la Commission ne reçoive l'avis ainsi que durant les 30 jours suivants, ne seront pas affectées.

**1.6 EQUIVALENT MEANINGS:**

Wherever the word "Commission" appears in this document or in the Commission's conditions, National Capital Commission shall be substituted where the context requires it. Wherever the words "Contractor", "Contractor", "tenderer" or "vendor" appear in this document or in the Commission's conditions, Offeror shall be substituted where the context requires it.

**SIGNIFICATIONS EQUIVALENTES:**

Chaque fois que le mot "fournisseur", "expert conseil", soumissionnaire" ou "vendeur" apparaît dans le présent document ou dans les conditions de la Commission, le remplacer par l'expression "l'offrant" là où le texte l'exige.

**1.7 DESIGNATED USERS:**

The Offeror agrees to sell or provide the goods or services, or both, stated herein, and to deliver same to any authorized representative of the Commission, hereby permitted to requisition supplies in accordance with the terms and conditions of this offer.

**UTILISATEURS DESIGNES:**

L'offrant convient de vendre ou de fournir les biens ou services indiqués, ou les deux, et de les livrer à tout représentant autorisé de la Commission qui est autorisé par les présentes à demander des biens/services conformément aux modalités et conditions de cette offre.

**1.8 PERIOD OF STANDING OFFER:**

The period for placing purchase orders against this Standing Offer Agreement shall be from  
XXXXXXXXXXXXXXXXXX.

**PERIODE DE LA CONVENTION D'OFFRE À COMMANDES:**

La période pour placer des commandes subséquentes à cette convention d'offre à commandes est du  
XXXXXXXXXXXXXXXXXX.



**1.9 TOTAL ESTIMATED EXPENDITURE:**

The total estimated value of the Standing Offer Agreement is \$ XXXXXXXXX including applicable taxes. As operational requirements are better defined, the NCC reserves the right to increase the total estimated amount of expenditure, but this amount may at no time exceed XX% of the estimated amount of initial expenditure. This Standing Offer Agreement may not exceed the total amount of \$ XXXXXXXXX including taxes.

**VALEUR ESTIMATIVE TOTAL:**

La valeur estimative totale de la convention d'offre à commandes est de XXXXXXXXX \$ incluant les taxes applicables. Au fur et à mesure que les exigences opérationnelles seront mieux définies, la CCN se réserve le droit d'accroître le montant total estimé des dépenses, mais ce montant ne devra en aucun temps dépasser XX% du montant estimé des dépenses initiales. Cette convention d'offre à commandes ne pourra pas dépasser le montant total de XXXXXXXXX \$ incluant taxes.

**1.10 LIMITATION IN VALUE OF PURCHASE ORDERS (CALL-UP P.O.):**

Individual purchase orders against this Standing Offer must not exceed \$ XXXXXXXXX (applicable taxes included) without the approval of Procurement Services.

**LIMITATION DE LA VALEUR DES COMMANDES SUBSEQUENTES (INDIVIDUELLES):**

Le montant global qu'on peut verser pour une commande d'achat (commande subséquente) est de XXXXXXXXX \$ incluant tous taxes applicables.

**1.11 PURCHASE ORDER INSTRUMENT:**

The consignee shall request delivery of goods/services on form, "Requisition against a Standing Offer", or by other methods such as telephone, fax or email. All purchase orders placed by telephone, email or telegraphic means will be confirmed in writing by an applicable purchase order document.

**INSTRUMENT DE COMMANDE:**

Le consignataire fera sa demande de livraison pour des biens/services sur la formule "Commande subséquente à une convention d'offre à commandes", ou par autre procédé tel que le téléphone ou FAX. Toutes commandes placées de cette façon doivent être confirmées par écrit sur une formule de ou par un document de commande si demandé par l'offrant.

**2. REQUIREMENT-SPECIFIC CLAUSES / CLAUSES PROPRES AUX BESOINS:**

**2.1 STATEMENT OF REQUIREMENT:**

The Contractor agrees to provide to the satisfaction of the Commission, all necessary services on an "as and when requested" basis related to XXXXXXXXXXXX. The goods and/or services which will be supplied by the Contractor are described in the terms of reference prepared by the Commission under NCC tender file XXXX (which are already in your possession) and the tender/proposal prepared and submitted for the Commission by the Consultant dated xxxxxxxxxxxx.

**DEFINITION DES BESOINS:**

L'expert conseil s'engage à fournir à la Commission, tous les services professionnels nécessaires pour fournir des XXXXXXXXXXXXXXXXXXXX tels et lorsque demandé. Les biens et/ou services qui seront fournis par l'expert conseil sont décrits dans le mandat, les annexes incluant l'addenda 1 préparés par la Commission sous le dossier de soumission no. XXXXXX (qui sont déjà en votre possession) et la proposition préparée par l'expert conseil pour la Commission datée le xxxxxxxxxxxx.

**2.2 PRICES/RATES (excl taxes):**




### 2.3 DUTIES AND TAXES:

Notwithstanding any other provision of this document:

1. GST and OHST/QST is extra to and to be applied to the applicable prices/rates.
2. GST, to the extent applicable, will be shown separately and incorporated as a separate line item into all invoices and progress claims and will be paid by the Commission. The Contractor agrees to remit any GST paid or due to Revenue Canada.
3. The prices/rates offered do not include provincial sales tax. The provincial sales tax, if applicable, will be added to the invoice as a separate item and will be payable.
4. The Contractor is not relieved of any obligation to pay provincial sales taxes on goods or taxable services used or consumed in the performance of any resulting contract, including materials incorporated in real property.

MUNICIPAL TAXES are not applicable.

### DROITS DE DOUANE ET TAXES:

Nonobstant toute autre disposition de ce document:

1. La TVHO/TPS est en sus des prix/taux indiqués aux présentes.
2. La TVHO/TPS, dans la mesure où elles s'appliquent, seront incluses séparément dans toutes les factures et demandes de paiement partiel et sera payée par la Commission. L'expert conseil convient de verser à Revenu Canada tout montant payé ou dû au titre de la TVHO/TPS.
3. Les prix offerts ne comprennent pas la taxe de vente provinciale (TVQ). La taxe de vente provinciale, s'il y a lieu, est portée sur la facture à titre d'article distinct et elle est payable.
4. L'expert conseil n'est pas dispensé de l'obligation de payer la taxe de vente provinciale sur les biens et les services imposables utilisés ou consommés durant l'exécution de ce contrat, y compris les matériaux incorporés dans des biens immobiliers.

Les TAXES MUNICIPALES ne s'appliquent pas.

### 2.4 INSPECTION AND ACCEPTANCE:

By consignee(s) at destination, unless otherwise specified on an authorized purchase order document.

### INSPECTION ET ACCEPTATION:

A moins d'avis contraire sur la formule de commande, l'inspection et l'acceptation seront effectuées par le consignataire à destination.

### 2.5 INVOICING:

The original invoice and two copies shall be submitted as indicated in any resulting contract and:

- a) in an envelope marked "Invoices";
- b) with separate invoice for each shipment or provision of services;
- c) be applied to one purchase order only and shall state if the shipment or service rendered is partial or final; and
- d) shall show the terms of payment, name and address of the consignee and the Commission SOA file number complete with the individual call-up purchase order number.
- e) or send electronic invoice by email at [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca) in Adobe (.pdf) format, or mail to,
- f) National Capital Commission, Accounts payable, 202-40 Elgin Street, Ottawa, ON, K1P 1C7

### FACTURATION:

L'original et deux (2) copies seront envoyés suivant les indications du contrat éventuel et:

- a) dans des enveloppes portant la mention "Factures";
- b) une facture distincte étant établie pour chaque envoi ou prestation de services;
- c) chaque facture ne portera que sur un seul contrat (commande directe) et indiquera si l'envoi ou le service rendu est partiel ou complet;
- d) et la facture indiquera les conditions de paiement, le nom et l'adresse du destinataire, le numéro de la convention d'offre à commandes.
- e) Ou envoyer votre facture par courriel au [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca).
- f) Ou transmettre par poste à la Commission de la capitale nationale, Comptes payables, 202, 40 rue Elgin, Ottawa, ON, K1P 1C7



**3. CONDITIONS:**

**3.1 GENERAL CONDITIONS, OH&S REQUIREMENTS AND SECURITY REQUIREMENTS:**

Unless otherwise indicated, the Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s). The Offeror acknowledges receipt of these appendices.

**LES EXIGENCES EN MATIÈRE DE SÉCURITÉ, LES CONDITIONS GÉNÉRALES ET SUPPLÉMENTAIRES :**

A moins d'indication contraire dans les présentes, les exigences en matière de sécurité, les conditions générales et supplémentaires pour des services professionnels et de consultants feront aussi partie de l'offre à commandes et les commandes subséquentes qui résulteront de cette DOAC. L'offrant accuse réception de ces annexes.

**3.2 CHANGES:**

Unless otherwise specifically provided in the contract, the specification or specifications describing this requirement and the conditions under which supply is to be made or services rendered shall not be modified, changed, altered or amended by anyone including the Contractor, consignee or others without written instructions from Procurement Services.

**MODIFICATIONS:**

A moins de stipulations contraires dans le contrat, la ou les spécifications qui servent à décrire le besoin et les conditions régissant la fourniture des biens ou la prestation des services, ne doivent pas être modifiées ni remaniées par quiconque, y compris l'expert conseil, le consignataire ou d'autres personnes, sans l'autorisation écrite de la Gestion des services d'approvisionnement.

**3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:**

It is a term of this contract that no former public office holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this contract.

**CONFLITS D'INTERETS ET L'APRES-MANDAT:**

Il est expressément établi dans le présent contrat qu'aucun ancien titulaire de charge publique qui déroge aux dispositions concernant l'a près mandat du Code régissant la conduite des titulaires de charge publique en ce qui concerne les conflits d'intérêts et l'a près mandat ne doit directement en profiter.

**3.4 DISCRETIONARY AUDIT:**

The Contractor's certification that the price/rate is not in excess of the lowest price/rate charged anyone else including his most favoured customer for like quality and quantity of the products/services, is subject to verification by Government Audit, at the Commission's discretion, before or after payment is made to the Contractor under the terms and conditions of the contract. If the said audit demonstrates that the certification is in error, it is agreed that the Contractor shall make repayment to the Commission in the amount found to be in excess of the lowest price.

**VERIFICATION DISCRETIONNAIRE:**

L'attestation de l'expert conseil à l'effet que le prix/taux indiqué n'est pas supérieur au plus bas prix /taux qu'il demande, y compris à son meilleur client, pour une qualité et une quantité semblables, peut être vérifiée par le service de vérification du gouvernement, à la discrétion de la Commission, avant ou après que l'expert conseil n'a été payé conformément aux conditions du présent contrat. Si la dite vérification prouve que l'attestation est fautive, il est entendu que l'expert conseil doit rembourser à la Commission le trop-payé par rapport au plus bas prix.



**3.5 AUDIT:**

Time, materials and travel expenses charged will be verified by the Commission and may be verified by Government audit before or after payment is made to you under the terms and conditions of this Standing Offer.

**VERIFICATION:**

Le temps imputé, le matériel et les frais de voyage seront vérifiés par la Commission et pourront faire l'objet d'une vérification par le gouvernement avant ou après les paiements qui vous seront versés aux termes de la présente convention d'offre à commandes.

**3.6 METHOD OF PAYMENT:**

1. Payment by the Commission shall be made within:

- a) thirty (30) days following the date on which all goods have been received by the Contractor under the terms of the contract has been completed;
- b) thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the contract; whichever is later.

2. If the Commission has any objection to the form of the invoice or the substantiating documentation, within fifteen (15) days of its receipt, the Commission shall notify the Contractor of the nature of the objection. "Form of the invoice" means an invoice which contains or is accompanied by such substantiating documentation as the Commission requires. Failure by the Commission to act within 15 days will only result in the date specified in paragraph 1 of the clause to apply for the sole purpose of calculating interest on overdue accounts.

3. It is a term of every contract providing for the payment of any money by the Commission 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.

**MODALITES DE PAIEMENT:**

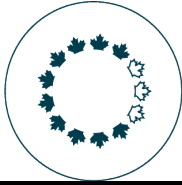
1. La Commission paiera pour chaque livraison:

- a) trente (30) jours suivant la date à laquelle tous les travaux relatifs que l'expert conseil était tenu d'exécuter conformément aux conditions du contrat ont été terminés.
- b) trente (30) jours suivant la date à laquelle une facture et les documents à l'appui ont été reçus conformément aux conditions du contrat; le délai le plus long étant retenu.

2. Si la Commission s'oppose au contenu de la facture ou des documents à l'appui, elle devra, dans les quinze (15) jours suivant leur réception, aviser l'expert conseil de la nature de l'objection. On entend par "contenu de la facture" une facture qui contient ou à laquelle s'ajoute de la documentation à l'appui telle qu'exigée par la Commission. Si la Commission ne donne pas suite dans les quinze (15) jours, la date stipulée au paragraphe 1 de la clause servira dans l'unique but de calculer l'intérêt sur les comptes en souffrance.

3. Conformément à l'article 40 de la loi sur l'administration financière, un paiement ne peut être effectué en vertu de contrat à l'égard d'un service que si un crédit a été prévu pour ce service pour l'exercice financier pendant lequel une somme engagée en vertu du contrat devient exigible.





## INSTRUCTIONS TO TENDERERS

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### 1. Address

The tender shall be sent **By email** : [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca)

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### 4. Revision of Tenders

The tenderer may revise his tender by email received before the tender closing date and time.

Changes must be clearly identified.

### 5. Security Requirements

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

2. Acceptable Security  
i) deleted intentionally.

OR

ii) deleted intentionally.

OR

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## INSTRUCTIONS TO TENDERERS

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- OR
- iii) deleted intentionally.
  - iv) deleted intentionally

- 3. Upon notification of acceptance of tender :
  - 1. deleted intentionally.
  - 2. deleted intentionally.

### 6. **Acceptance of Offer**

The lowest or any tender not necessarily accepted.

### 7. **Completion of Tender/Contract Form**

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

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

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

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

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

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

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

### 8. **Insurance**

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



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## INSTRUCTIONS TO TENDERERS

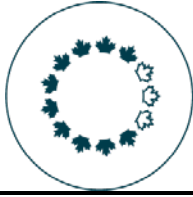
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Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident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

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

**9. Applications for Approval Certificates**

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



## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

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

### 3. Indemnification

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

### 4. Property of the National Capital Commission

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

### 5. Permits and By-Laws

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

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## **GENERAL CONDITIONS**

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

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

### **7. Publicity**

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

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

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

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

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

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

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the NCC Technical Authority. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the NCC Technical Authority the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty (30) days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 19.

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

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the NCC Technical Authority with a Statutory Declaration

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## GENERAL CONDITIONS

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deposing to the existence and condition of such claims and obligations when called upon to do so.

2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 17 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **12. NCC Technical Authority's Rights and Obligations**

The NCC Technical Authority shall:

1. have access to the work at all times during its execution and the Contractor will provide the NCC Technical Authority with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The NCC Technical Authority shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 19 hereof.

The Contractor shall comply with any decision or direction of the NCC Technical Authority given under this section.

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

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

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for six (6) days after notice in writing of default has been given to the Contractor by the NCC Technical Authority, terminate the contract in accordance with Section 16.

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

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the NCC Technical Authority that the additional cost, loss or damage is directly attributable to:

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## GENERAL CONDITIONS

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- i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
  - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the NCC Technical Authority a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Section 19.
2. If, in the opinion of the Technical Authority, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Clause 1 of the Offer and Agreement.

### **15. Protesting NCC Technical Authority's Decision**

If the Contractor, within ten (10) days of receiving any decision or direction of the NCC Technical Authority, gives written notice to the NCC Technical Authority that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 19, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

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

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days, the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the NCC Technical Authority shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the NCC Technical Authority may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.

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## GENERAL CONDITIONS

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4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 19 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 24.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **17. Security Deposit**

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

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

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

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

For the purposes of Section 10, 12.3, 14, 15 and 16.4, the amount payable to the Contractor shall, subject to the provisions of Section 24.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the NCC Technical Authority and the Contractor may mutually agree on the amount payable. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the NCC Technical Authority.

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

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two (2) years from the date of issuance of the Final Certificate of

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## GENERAL CONDITIONS

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Completion under section 23 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.

3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

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

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

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

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the NCC Technical Authority.

### **23. NCC Technical Authority's Certificates**

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

### **24. Payment**

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 10, 12.3, 14.1, 16 and 18 minus the aggregate of any payments by the National Capital Commission under Section 11 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 3, 4, 8, 12.3, 13, 14.2, 16.3, 18 and 21.
2. In the case of a unit price contract:
  - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the NCC Technical Authority's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.

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## GENERAL CONDITIONS

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- ii) The NCC Technical Authority and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the NCC Technical Authority and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 19 hereof.
3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the NCC Technical Authority at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the NCC Technical Authority in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the NCC Technical Authority.
4. Sixty (60) days after the issue by the NCC Technical Authority of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 11, surety bond or security deposit pursuant to Clause 2 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within sixty (60) days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.



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## GENERAL CONDITIONS

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**25. Correction of defects**

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

**26. Liability Insurance**

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

**27. Workers Compensation**

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

## Occupational Health and Safety Requirements

### 1. General

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

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

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

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor's personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

*Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening \_ PSU 917.*

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability\***

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)