



PROJECT TITLE:	Professional Services for the LeBreton Flats Plan of Subdivision	
RETURN BID TO:	Bids-Soumissions@ncc-ccn.ca	Contract Number
	Submissions to refer to NCC tender file # SS013	[Redacted]
SOLICITATION CLOSING DATE AND TIME:	February 1, 2023	
	3:00 pm, (Ottawa, Ontario time) Bids received after this closing date and time will not be accepted	

Address all inquiries in writing to: Stacy Semé, Senior Contract Officer, NCC, by email at stacy.seme@ncc-ccn.ca. (See section Part 2, item 2.3 - Enquiries – Bid Solicitation).

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

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

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

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

I / We hereby offer to supply to the NCC in accordance with the terms and conditions set out herein, the Services outlined as per Appendix “A” - Statement of Work; Attachments; Appendix “D” - Financial Bid; my /our Bid and all Addenda issued.

[Redacted]	_____	_____
Name and title of person authorized to sign on behalf of Bidder <i>(please print or type)</i>	Signature	Date

Your Bid is accepted to supply to the NCC, in accordance with the terms and conditions set out herein, the Services outlined per Appendix “A” - Statement of Work; Attachments; Appendix “D” - Financial Bid; your Bid and all Addenda issued.

[Redacted]	_____	_____
Name and title of the person authorized to sign on behalf of the NCC <i>(please print or type)</i>	Signature	Date



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DEFINITIONS AND TERMINOLOGY

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

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

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

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

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

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

List of Appendices include:

- Appendix “A” - Statement of Work
- Appendix “B” - Bidders’ Checklist
- Appendix “C” - Evaluation Criteria
- Appendix “D” - Financial Bid

List of Annexes include:

- Annex “A” - Certificate of Insurance
- Annex “B” - Personnel screening, consent and authorization Form
- Annex “C” - Confidentiality Statement (To be completed by the successful bidder at contract award)
- Annex “D” - Contractor Performance Evaluation Report Form

1.2 Summary

1.2.1 The NCC is seeking to establish a professional service contract for the LeBreton Flats Plan of Subdivision as defined in Appendix "A" - Statement of Work.

1.3 Debriefings

1.3.1 A debriefing of a Bidders’ Technical Bid will be provided, if requested to the NCC Client Representative identified in the letter identifying the successful bidder, within fifteen (15) calendar days of receipt of the notice. The debriefing request must be provided in writing via email directly to the NCC Client Representative.



1.4 Bid Validity Period

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

1.5 Language of Bid Submission

- 1.5.1 Bid documents and supporting information may be submitted in either English or French.

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

2.2 Submission of Bids

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

Bid solicitation transmitted by facsimile or mail WILL NOT be accepted.



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

2.3 Enquiries - Bid Solicitation

- 2.3.1 All enquiries must be submitted in writing to the Senior Contract Officer, identified on the title page (page 1) of this Bid solicitation as early as possible within the solicitation period and no later than ten (10) calendar days prior to the date set for this bid solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the NCC to provide an accurate answer. Technical enquiries, that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the NCC determines that the enquiry is not of a proprietary nature. The NCC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered by addenda to all bidders.
- 2.3.3 To ensure consistency and quality of the information provided to all Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an addendum. All enquiries and other communications related to this Bid Solicitation sent throughout the solicitation period are to be directed ONLY to the Senior Contract Officer identified on the title page (page 1). Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

2.4 Bidder's Checklist

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

2.5 Financial Bid Inclusions

Bidders should include the following information in their Financial Bid:

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



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

2.6 Security Requirement

The Bidder’s personnel requiring access to “PROTECTED” information, assets or sensitive work site(s) must EACH hold a valid Reliability security clearance, granted or approved by CISD/PWGSC and/or the NCC (see Annex “C” - Personnel screening, consent and authorization Form attached).

The Bidder MUST NOT remove any “PROTECTED” information or assets from the identified work site(s), and the Bidder must ensure that its personnel are made aware of and comply with this restriction.

2.7 Applicable Laws

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

2.8 Improvement of Requirement during Solicitation Period

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

2.9 Minor Aberrations

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

2.10 Only one Bid Submission from an Entity will be accepted

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

2.11 Bid Proprietary and Confidentiality

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

Bids will be held in strict confidence until opening.



2.12 Revision to Bid Submissions

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

2.13 Unacceptable Bids

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

2.14 Access to Information

Bidders are advised that as a Crown Corporation, the NCC is subject to the provisions of the **Access to Information Act (ATI Act)**. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.

2.15 Acceptance of Bid

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

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

- (a) the Bidder, or any employee or subcontractor included as part of the bid, have been convicted under section 121 ("Frauds on the government" & "Contractor subscribing to election fund"), 124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the *Financial Administration Act*;
- (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
- (c) the bidding privileges of any employee or subcontractor included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or subcontractor ineligible to bid on the Work, or the portion of the Work the employee or subcontractor is to perform;
- (d) with respect to current or prior transactions with the NCC
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;



- (ii) evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of its bid;
- (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the contractor’s hands with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of its bid; or
- (iv) the NCC determines that the Bidder’s performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.

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

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

2.15.4 Without limiting the generality of items 2.15.1, 2.15.2 and 2.15.3, the NCC may reject any based on an unfavourable assessment of the:

- (a) adequacy of the bid price to permit the work to be carried out and, in the case of a tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
- (b) Bidder’s ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
- (c) Bidder’s performance on other contracts.

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

2.16 Conflict of Interest – Unfair Advantage

1. In order to protect the integrity of the procurement process, bidders are advised that the NCC may reject a bid if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest.
2. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation to the NCC (or similar goods or services) will not, in itself, be considered by the NCC as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.



3. Where NCC intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the NCCs sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.



PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Email # 1: Technical Bid
- Email # 2: Financial Bid

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

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

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

3.2 Technical Bid

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

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

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

Appendix “C” - Evaluation Criteria may contain additional instructions that Bidders should consider when preparing their Technical Bid.

3.3 Financial Bid

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

When preparing their Financial Bid, Bidders should review the Basis of Payment found at 5.13 of the resulting contract clauses.

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



The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST) the Harmonized Sales Tax (HST) and the Quebec Sales Tax (QST). The successful Bidder will be required to indicate separately, with the request for payment, the amount of GST, HST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the Contractor who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments.

3.4 Disbursements

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

1. Disbursements Included in the Fees:

- a. The base rate of pay, wages or salaries;
- b. Vacation pay;
- c. Benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Consultant;
- d. Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Workplace Safety and Insurance Board, Worker’s Compensation Board or Commission de la santé et de la sécurité du travail premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. Health tax or insurance premiums;
- e. Incentive remuneration/Profit sharing;
- f. Sick pay;
- g. Computers and standard computer software (as well as peripheral devices but excluding printing devices);
- h. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
- i. Stationery/miscellaneous offices supplies;
- j. E-mail addresses/servers;
- k. Short-term disability / parental or maternity leave;
- l. Training costs;
- m. Professional associations;
- n. Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time
 - ii. travel fare
 - iii. mileage
 - iv. parking fees
 - v. lodging
 - vi. meals
 - vii. taxi charges
- o. Site parking or arrangements in lieu thereof;
- p. Local and head office overheads;
- q. Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Statement of Work;
- r. Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant’s main office and branch offices and between the Consultant’s offices and other team members’ offices;



- s. Courier and delivery charges for deliverables specified in the Statement of Work;
 - t. In-house computer work station;
 - u. Plotting charges;
 - v. Presentation materials;
 - w. Rental of office space.
 - x. Translation of all tender documents; and
 - y. Profit;
 - z. Sub-contractor fees and machines/materials required for fieldwork.
2. Disbursements not included in the Fees:
- The following disbursements are not to be included in the Fees. When pre-approved by the NCC Client Representative they will be reimbursed to the Consultant at actual cost or as described below:
- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
 - b. Extraordinary transportation costs for material samples and models additional to that specified in the Statement of Work;
 - c. Fees for approvals and permits to conduct field investigations and material testing;
 - d. Project related travel and accommodation additional to that specified in the SoW shall be reimbursed in accordance with the current [Treasury Board Secretariat Travel Policy](#);
 - e. Other extraordinary disbursements provided they are:
 - i. reasonably incurred by the Consultant
 - ii. related to the services required

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.2 Technical Evaluation

- 4.2.1 Please reference Appendix “C” - Evaluation Criteria, attached herein. Rated criteria not addressed will be given a score of zero.

4.3 Financial Evaluation

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

4.4 Basis of Selection

Contract award for this service will be based on the evaluation criteria set out in Appendix “C” – Evaluation Criteria.



- 4.4.1 1. To be declared responsive, a bid must:
- a. comply with all the requirements of the bid solicitation; and
 - b. obtain the required minimum of 42 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
2. Bids not meeting “(a) or (b) ” will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70 % for the technical merit and 30 % for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the Consultant is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

	BIDDER 1	BIDDER 2	BIDDER 3
OVERALL TECHNICAL SCORE	66.5/70	62.3/70	54.6/70
BID EVALUATION PRICE	\$55,000.00	\$50,000.00	\$45,000.00
TECHNICAL MERIT SCORE CALCULATION	66.5	62.3	54.6
PRICE SCORE CALCULATION	$45/55 \times 30 = 24.54$	$45/50 \times 30 = 27.00$	$45/45 \times 30 = 30.00$
COMBINED RATING	91.04	89.3	84.6
OVERALL RATING	1 st	2 nd	3 rd

4.4.2 Negotiations: In the event that the highest ranked bidder exceeds the amount of funding the NCC has allocated for the work:

- a) by 25% or less, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and negotiate with the highest ranked bidder a corresponding reduction in the tendered price
- b) by more than 25%, the NCC, at its sole discretion, shall either:
 - i. cancel the solicitation; or
 - ii. obtain additional funding and award the Contract to the highest ranked bidder; or
 - iii. revise the Statement of Work accordingly and invite all responsive bidders to retender the work, and, subsequently re-rank the bidders as per items 2 and 3 above.



c) If negotiations or a re-tender are undertaken as is contemplated in item a)(iii) or b)(iii) above, Bidders shall retain the same sub-consultants and suppliers as they carried in their original tenders.

d) If the NCC elects to negotiate a reduction in the tender price as is contemplated in a)(iii) herein and the negotiations fail to reach an agreement, the NCC shall then exercise either of the options referred to in a.(i) or a.(ii)

4.6 Bid Compliance

4.6.1 To be declared compliant a bid must:

- (a) comply with all the requirements of the bid solicitation; and
- (b) obtain the required minimum number of points specified in Appendix “C” - Evaluation Criteria.

4.6.2 Bids not meeting the criteria in item 4.6.1 will be declared non-compliant. The NCC reserves the right to not accept the successful Bid or any of the Bids received, to cancel this bid solicitation and/or re-issue this bid solicitation in its original or revised form. The NCC also reserves the right to negotiate with the successful bidders and/or all bidders

4.6.3 In the event two or more responsive bids have identical overall score, the lowest priced bid will be recommended for award of contract.

4.7 Assessing a Bid

4.7.1 When assessing a bid the following will apply:

- a) if there are errors in the mathematical extension of unit price items, the unit prices prevail and the mathematical extension is adjusted accordingly;
- b) if there are errors in the addition of lump sum prices or unit price extensions, the bid is not rejected but the total is corrected and the correct amount reflected in the total bid price;
- c) if there is an error in the calculation of applicable taxes, the bid is not rejected but the total is corrected and the correct amount reflected in the total bid price.



PART 5 - RESULTING CONTRACT CLAUSES

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

5.1 Statement of Work

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

5.2 Priority of Documents

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

- (1) Any amendment or variation to the contract documents;
- (2) This Bid Solicitation
- (3) Appendix “A” - Statement of Work;
- (4) Appendix “D” - Financial Bid;
- (5) The Contractor's bid dated [REDACTED]

5.3 Security Requirement

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.***

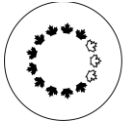
As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

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.



5.3.1 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;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

5.3.2 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**), 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.

5.3.3 References

[Security of Information Act](#)
[Access to Information Act](#)
[Privacy Act](#)
[Policy on Government Security](#)

The Contractor’s personnel requiring access to PROTECTED information, assets or sensitive work site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by CISD/PWGSC and/or the NCC.

The Contractor MUST NOT remove any PROTECTED information or assets from the identified work site(s), and the Contractor must ensure that its personnel are made aware of and comply with this restriction.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the NCC.



5.4 Successors and Assigns

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

5.5 Assignment

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

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

5.6 Time of the Essence

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

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

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

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

5.7 Insurance

5.7.1 The Contractor must have and maintain in effect throughout the duration of this Contract a comprehensive Public Liability and Property Damage in an amount of not less than \$5,000,000.00 per occurrence and Professional Error and Omissions Liability Insurance in the amount of \$ 1,000,000.00 and that is otherwise satisfactory to the NCC.

5.7.2 The NCC reserves the right to cancel this Contract at any time if the NCC has not received a copy of the certificate of insurance naming the NCC as additional insured prior to the performance of any other obligation under this contract, in which event the contract shall be null and void.

5.7.3 Certificates of such insurance, see Annex “A” - Certificate of Insurance shall be submitted to the NCC prior to award of contract.



5.8 Code of Conduct

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

5.9 Termination or Suspension not due to Default of the Contractor

- 5.9.1 The NCC may, by giving written notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 5.9.2 All work completed by the Contractor to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, the NCC shall pay the Contractor’s costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 5.9.3 In addition to the amount which the Contractor shall be paid under the item 5.10.2 and the Financial Bid – Appendix “D”, the Contractor shall be reimbursed for the reasonable Contractor’s cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 5.9.4 Payment and reimbursement under the provisions of item 9 of Part 5 and Financial Bid - Appendix “D”, shall be made only to the extent that they are established to the satisfaction of the NCC Client Representative, that the costs and expenses were actually incurred by the Contractor, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 5.9.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 5.9.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

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

- 5.10.1 If the Contractor is in default in carrying out any of its obligations under the Contract, the NCC may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the NCC within that cure period.
- 5.10.2 If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the NCC may, to the extent permitted by the laws of Canada, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- 5.10.3 If the NCC gives notice under item 5.11.1 or 5.11.2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the NCC for all losses and damages suffered by the NCC because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the NCC in procuring the Work from another source. The Contractor agrees to repay immediately to the NCC the portion of any advance payment that is liquidated at the date of the termination.



- 5.10.4 Upon termination of the Contract under this section, the NCC may require the Contractor to deliver to the NCC, in the manner and to the extent directed by the NCC, any completed parts of the Work which have not been delivered and accepted before the termination and any materials, parts, plant, equipment or work-in-process which the Contractor has acquired or produced specifically in the fulfillment of the Contract.
- 5.10.5 Subject to the deduction of any claim that the NCC may have against the Contractor arising under the Contract or out of the termination, the NCC will pay the Contractor the value, determined on the basis of the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work and the Cost to the Contractor that the NCC considers reasonable in respect of all materials, parts, plant, equipment or work-in-process delivered to the NCC pursuant to such direction and accepted by the NCC.
- 5.10.6 If, after the NCC issues a notice of termination under item 5.11.1 or 5.11.2, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to Part 5, item 9 and the rights and obligations of the parties hereto shall be governed by Part 5 item 9 - Termination or Suspension not due to Default of the Contractor above.

5.11 Authorities

- 5.11.1 NCC Senior Contract Officer is:

Stacy Semé
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 343-553-5682
Email: stacy.seme@ncc-ccn.ca

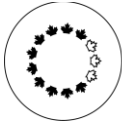
The Senior Contract Officer is responsible for the management of the Contract. Any changes to the Contract must be authorized in writing the appropriate NCC delegated Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written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

- 5.11.2 NCC Client Representative

The NCC Client Representative for the Contract is:

█ (Name of person)
█ (Insert title)
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 613-239-5678 ext. █
Fax: 613-239-5007
Email: █@ncc-ccn.ca

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



5.11.3 Contractor's Representative

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

5.12 Inspection and Acceptance of the Work

5.12.1 All the Work is subject to inspection and acceptance by the NCC. Inspection and acceptance of the Work by the NCC does not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. The NCC will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.13 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in Canadian dollars the firm contract price stipulated below. This price includes all professional fees, travel, disbursements and applicable taxes. The applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST) or Quebec Sales Tax (QST) is to be indicated separately.

The NCC will not pay the Contractor for any design changes and/or, modifications or interpretation questions concerning of the work unless they have been approved, in writing, by the Senior Contract Officer before their incorporation into the Work.

Table 1- Firm Price

Firm Price	<i>to be entered at contract award.</i>
HST -13%	<i>to be entered at contract award.</i>
TOTAL CONTRACT PRICE	<i>to be entered at contract award.</i>

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

5.14 Method of Payment

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



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

Milestone	Payment Schedule*
Phase 1: Pre-application (8 of 24 months)	33% (Invoice #1)
Phase 2: Plan of Subdivision Application (12 of 24 months)	50% (Invoice #2)
Phase 3: Draft Plan of Subdivision Approval (4 of 24 months)	17% (Invoice #3)

* Payment schedule can be revised following contract award based on the proposed workplan, with agreement from both parties.

All payments will be NET thirty (30) days.

5.15 Records to be kept by Contractor

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

5.16 Invoicing Instructions

The Contractor must submit invoices in accordance with the Milestone Payment Schedule. Invoices cannot be submitted until all work identified in the invoice is completed or accepted by the NCC.

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

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

5.17 Conflict of Interest - Other Work

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

If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), for the Work performed under its Contract, the Contractor must not bid for any of that resulting contract(s).



5.18 Conflict of Interest

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

5.19 Limitation of Liability

5.19.1 The Contractor is liable for any damage caused by the Contractor, its employees, sub-contractors, or agents to the NCC or any third party. The Parties agree that no limitation of liability or indemnity provision applies to the Contract.

Damage includes any injury to persons (including injury resulting in death) or loss of or damage to property (including real property) caused as a result of or during the performance of the Contract.

5.20 Ownership of Intellectual and Other Property including Copyright

5.20.1 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.

5.20.2 Any work prepared pursuant to this contract shall contain the following copyright notice:
NATIONAL CAPITAL COMMISSION (YEAR).

5.20.3 Any work including but not limited to text, document, technical documentation, images, software, prototypes or inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the NCC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.

5.20.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.

5.20.5 The Contractor shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the *Copyright Act*. The obligation to indemnify under this clause shall survive termination of the resulting contract and shall remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which may be set out in this Contract.



5.21 Indemnification

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

5.22 Notices

- 5.22.1 Subject to item 5.22.3 below, any notice, order or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the Contract or at the last address of which the sender has received written notice in accordance with this section.
- 5.22.2 Any notice, order or other communication given in writing in accordance with item 5.21.1 above shall be deemed to have been received by either party:
- (a) if delivered personally, on the day that it was delivered;
 - (b) if forwarded by mail, on the earlier of the day it was received or the sixth (6th) day after it was mailed; and
 - (c) if forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 5.22.3 A notice given under 5.10 - Termination or Suspension not due to Default of the Contractor of this bid solicitation or 5.11 - Default by the Contractor and Termination due to Default of Contractor of this bid solicitation shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor or, if the Contractor is a partnership or corporation, to an officer thereof.

5.23 Canadian Labour and Materials

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

5.24 Contractor Status

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



5.25 Warranty by Contractor

The Contractor warrants that the Contractor is competent to perform the work required under the contract and that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.

The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which generally would be expected of a competent contractor in a like situation.

5.26 Amendments

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

5.27 Hours and Place of Work

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

5.28 No Additional Remuneration

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

5.29 Compliance with Legal Requirements

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

5.30 Responsibility of the NCC

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

5.31 Ownership of Documents

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

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

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

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



5.32 Managers, Employees, Agents and Sub-contractors

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

5.33 Use of NCC Geomatics' Database

The Contractor may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc., for the purposes of this Contract.

The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.

The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in above paragraph.

The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.

The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.

The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.

Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material including any derived works to the NCC, or provide proof to the NCC that all copies of the database and related material have been destroyed.

5.34 Entire Agreement

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

5.35 Replacement of Specific Individuals

5.35.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

5.35.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the



NCC. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:

- a. the name, qualifications and experience of the proposed replacement; and
- b. proof that the proposed replacement has the required security clearance granted by Canada, if applicable.

5.35.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.



Appendix A

Building LeBreton Request for Proposals – LeBreton Flats Plan of Subdivision Professional Services Statement of Work

1. Purpose

The National Capital Commission (NCC) is seeking a multidisciplinary consultant team (the “Proponent”) to prepare and obtain municipal approval for a Plan of Subdivision for the development of LeBreton Flats, as well as prepare a plan for future registration of subdivision phases (including the delivery of required infrastructure). These activities will comprise the “Project.”

The Plan of Subdivision is the next stage of planning this 29-hectare urban brownfield site (the “Subject Lands”), following the creation of the LeBreton Flats Master Concept Plan (MCP) in 2021. The MCP includes a phasing approach for development and delivery of public realm elements over a 20- to 30-year period. The MCP outlines a framework of policies and targets to create a new transit-oriented, mixed-use community with ample parks and public realm that sets a new bar for sustainable, inclusive, active-mobility oriented community development.

The Proponent will be responsible for preparing a complete Plan of Subdivision application to the City of Ottawa, including all required technical studies and plans. Working with the NCC and key stakeholders, the Proponent will support any further work required to secure draft approval of the Plan of Subdivision from the City of Ottawa and develop a plan for phased subdivision registration by third parties (ie. developers).

Strong expertise in urban planning, transportation planning, municipal servicing, stormwater management, road design, project management, and experience with the City of Ottawa development application process, specifically with regard to plans of subdivision, will be necessary for this project.

2. Background

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

The NCC developed a [Master Concept Plan \(MCP\)](#) for LeBreton Flats that was approved by the NCC Board of Directors in April 2021. The Subject Lands are a largely undeveloped transit-oriented brownfield site located in the urban core of Ottawa, within the National Capital Region. The LeBreton Flats MCP is a multi-decade vision to transform the area into a complete sustainable mixed-use community and capital destination.



The NCC is the majority landowner of LeBreton Flats with the role of master developer. Through this RFP, the NCC is seeking a Proponent to prepare a Plan of Subdivision to support implementation of the MCP, including a plan for phasing and implementation of servicing and road infrastructure.

3. Site Context

3.1. The Site and Surroundings

LeBreton Flats is located in the City of Ottawa at the western edge of the downtown core, 1.5 kilometres from Parliament Hill. The MCP area, excluding the Library Parcel area (see Section 3.2), make up the Subject Lands.

The study area is generally bounded by:

- Albert and Slater streets to the south;
- Trillium Pathway to the west;
- Sir John A. Macdonald Parkway and Wellington Street to the north; and
- Booth Street, Lett Street, future Empress Avenue extension and the escarpment to the east.

The Confederation Light Rail Transit (LRT) corridor bisects the Subject Lands and two O-Train stations, Bayview and Pimisi O-Train, are located within LeBreton Flats. The LRT stations provide access to many major destinations in Ottawa and connect to LRT Stage 2 line extensions to the east, west and south that are currently under construction.

North of the site is the interprovincial bridge, the Chaudières Crossing, providing direct access to downtown Gatineau. LeBreton Flats is located approximately 1.5 kilometres from Highway 417 and 13 kilometres from the Ottawa International Airport. The site is well-connected to active-mobility networks, including the Capital Pathway along the Ottawa River, the Trillium Pathway and the [new pathway through LeBreton Flats](#), as well as cycling infrastructure along Albert Street. The Trillium and Capital pathways will connect to the future Chief William Commanda pedestrian and cycling bridge connection to Gatineau, which is located at the western boundary of LeBreton Flats.

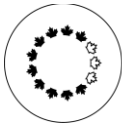


Figure 1: LeBreton Flats MCP area

LeBreton Flats is a brownfield site from its industrial legacy, with a portion having been remediated in the mid-2000s. Present on-site is part of the Ottawa Waterworks System that includes an open and partially buried aqueduct (a heritage feature), and a second fully buried aqueduct located on the north side of the LRT corridor between Booth Street and Nepean Bay Inlet. Portions of the Waterworks system are designated under the Ontario Heritage Act (OHA).

Attractions in the area include the Canadian War Museum, the National Holocaust Memorial, LeBreton Flats Park festival site, the Ottawa River waterfront, and the Pumphouse whitewater kayaking course.

Adjacent to the MCP area, a new landmark federal/municipal central library called [Ādisōke](#) is under construction and expected to be completed in 2026.

The East Flats is an adjacent development east of Booth Street that has been underway since 2004, owned by Claridge Homes. The existing buildings are residential and range from four to 14 storeys. There are plans for additional development with a new high rise building currently under construction. To the south of Albert Street is an existing residential neighbourhood, which forms part of the area historically known as LeBreton Flats (including the OHA-designated Lorne Avenue Heritage Conservation District).

3.2. Planning and Implementation Context

The NCC has established a renewed vision for LeBreton Flats in the [LeBreton Flats Master Concept Plan](#) (MCP), which is an important policy document with which the Proponent must be familiar. Developed over 24 months and guided by public feedback and stakeholder engagement, the MCP envisions LeBreton Flats as a sustainable and inclusive live-work-play community and destination that is pedestrian- and cyclist-friendly, featuring lively and active parks and plazas.



The MCP is anchored by the following guiding principles. Proponents must demonstrate an understanding of and a commitment to these guiding principles:



Enhance the Capital Experience

Reflect the national significance of LeBreton Flats by creating an ambitious new Capital destination that celebrates Canada.



Build Community

Create an inclusive place where anyone can live, work and play. Provide for facilities, services and public spaces that are active, lively and flexible and that contribute to community health and well-being.



Create Connections

Connect people and place by creating interactive public spaces and linking to amenities and surrounding communities. Build on access to LRT and establish active transportation networks using a Vision Zero approach.



Value Nature

Prioritize the importance of the environment through design that restores, enhances and protects the natural features of the site, and provides greater accessibility to waterways. Utilize green infrastructure, promote biodiversity, and create new green spaces.



Foster Sustainability and Innovation

Embed a culture of excellence throughout the life cycle of the project and provide opportunities for innovation in design and sustainability. Build in climate mitigation and resiliency measures to aim to achieve a zero-carbon community.



Honour the Past

Honour and interpret the role LeBreton Flats has played as a place of significance for the Algonquin Nation and in the development of the Capital and connect this story to the site’s future. Recognize the lasting effects of important milestones such as the community’s expropriation.



Make It Happen

Ground the vision in a strategic implementation approach supported by market feasibility. Consult with the public and collaborate with partners to support timely progress and generate social, environmental, and economic returns.

Taking cues from the site’s surrounding natural environment and advantageous location near the south shore of the Ottawa River, the MCP features a landmark Park District and open space network comprising approximately 12.5 hectares (43 per cent) of the 29-hectare site. The MCP provides the framework for developing a comprehensive mixed-use community that is currently planned to provide approximately:

- 520,000 m² of gross floor area divided amongst:
 - 430,000 m² of residential space;
 - 65,000 m² of office/hotel/loft space; and
 - 25,000 m² of retail space;
- 4,000 dwelling units;



- 7,500 estimated new residents; and
- 3,750 jobs post-construction.

The MCP also contains implementation targets to ensure the creation of public benefits such net-zero development, ample parks and public realm, community amenities and economic benefits for local businesses and workers, particularly for equity-deserving people including the Algonquin Nation.

In addition to the LeBreton Flats MCP, the overarching NCC plans encompassing LeBreton Flats include the [Plan for Canada’s Capital 2017-2067](#) (2017), the [Capital Core Area Sector Plan](#) (2005), the [Ottawa River South Shore Riverfront Park Plan](#) (2018) and the [Capital Pathway Strategic Plan](#) (2020).

The City of Ottawa approved its new Official Plan in fall 2021. It updated the secondary plan for LeBreton Flats at the same time, under Chapter 4: Pimisi and LeBreton Flats in the West Downtown Core Secondary Plan. The Secondary Plan reflects and integrates the planning intent and policies of the LeBreton Flats MCP, with one exception described below. The new Official Plan is pending approval by the Ontario Ministry of Municipal Affairs and Housing at the time of the release of this RFP. Proponents should be familiar with the new OP and in particular, the secondary plan policies applicable to the Subject Lands and requirements for plans of subdivision.

The remaining element of the MCP that requires an Official Plan amendment (OPA) is to remove the planned Preston Street arterial road extension (between Albert and Wellington streets) from the Official Plan and instead account for two local streets (referred to in the MCP as the Preston Loop and the Vimy Place extension), connected by a pedestrian and cycling bridge over the O-Train Confederation Line and aqueducts. This OPA application is in process and the status will be provided at the time of contract award to the successful Proponent. The application details and supporting documents are available on the [City of Ottawa’s Development Application portal](#).

The current zoning for the Subject Lands is based on the 1997 master plan for LeBreton Flats. The City of Ottawa is developing a new comprehensive Zoning By-law that will implement the policies and directions in the new Official Plan and the NCC will work with the City of Ottawa to explore opportunities to update the zoning applicable to the Subject Lands as part of that comprehensive update. The Proponent is not responsible for any zoning by-law amendments but should be aware of the proposed changes to the Zoning By-law and understand the potential impacts to the MCP area and plan of subdivision process. Developers of phases within LeBreton Flats will be responsible for applying to amend the zoning to permit their developments, as required.

The NCC will develop LeBreton Flats in a phased approach, meaning that the NCC will offer (for sale or for long-term ground lease) a parcel or parcels for development. The NCC will act as master developer and in that role, the NCC could be responsible for some overarching conditions of the subdivision agreement (such as conditions that may impact multiple parcels/phases). It is expected that site-specific conditions will be completed by the developer of the relevant parcel. It is expected that each developer of the respective development phase will undertake required development applications and would ultimately be responsible to fulfill site-specific and related conditions for registration of the respective development block. It should be noted that pre-development work for three sites is already underway:

- [Library Parcel](#) (665 Albert St., Parcels A9-10 – refer to MCP Figure 61): This property was sold to Dream LeBreton in 2022 and not part of the area to be considered for plan of subdivision. Dream



LeBreton will build an integrated community of two towers with 601 residential units (41 per cent of which will be affordable) and approximately 789 square metres of gross leasable retail area. Development approvals are underway and construction is expected to begin in 2023.

- **Major Events Centre** (Parcels A2-4 – refer to MCP Figure 61): In June 2022, following a competitive process, the NCC entered into a memorandum of understanding with Capital Sports Development Inc. (a group that includes the Ottawa Senators NHL hockey team) regarding the development of a major events centre and ancillary mixed-use development. Pre-development planning is under way and execution of a lease agreement is targeted for mid-2023.
- **Flats Phase** (Parcels F1, F2, F3 and F8 – refer to MCP Figure 61): These parcels have been offered for development under a long-term ground lease, with the NCC retaining ownership of the land. The request for offers to lease process closed in October 2022 and a successful proponent is expected to be selected in the spring of 2023, with a lease agreement anticipated in early 2024. The successful proponent will also be responsible for designing and building the local roads adjacent to the development parcels.

Coordination of the plan of subdivision application and process with these development projects will be required and is an important part of the Project and the overall Building LeBreton project. Flexibility in the approach of selling or leasing lands must be considered as part of the Project.

Implementation of public realm elements is also underway. In 2021 the NCC built the new [LeBreton Flats pathway](#), linking existing pathways at the two O-Train stations with the Capital Pathway along the Ottawa River. The NCC has also initiated a concept-level design exercise to begin to establish constraints and opportunities for the design of the Parks District from the MCP. This NCC-led work is expected to be integrated into the subdivision planning process, particularly as it relates to defining the location/boundaries of municipal active recreational amenities within the park.

Additional information on these sites along with other project updates can be found on the Building LeBreton webpage: <https://ncc-ccn.gc.ca/projects/building-lebreton>.

4. Scope of Work Overview

The Proponent’s multi-disciplinary team (including any sub-contractors retained by the Proponent) will be responsible for leading all activities needed to support the creation of a plan or plans of subdivision for the Subject Lands. This will include advisory services to provide recommendations to the NCC on the best strategic approach to subdivide the subject lands and obtain the required municipal approvals, as well as all technical services to support the submission and approval of a draft plan/s of subdivision by the City of Ottawa.

The primary responsibilities of the Proponent will be:

1. To identify and retain the technical expertise required to complete this assignment, and effectively direct and manage the project team and the Project.
2. To produce and provide the services and reports necessary to submit an application and obtain draft approval for a plan of subdivision from the City of Ottawa, and be available to support the NCC throughout the development application process, working collaboratively with the NCC and City of Ottawa staff to respond to questions and comments, and update reports where required.
3. To advise and support the NCC by reviewing and making recommendations regarding conditions for draft plan of subdivision approval and the subdivision agreement.



4.1. General Tasks

Throughout the Project, the Proponent will be responsible for the following tasks (outlined in more detail in Section 5 below):

- Prepare and manage the project plan / delivery strategy (including coordination of the project team) and schedule in consultation with the NCC;
- Provide ongoing strategic advisory services to the NCC related to project strategy, risk management and best practices for navigating subdivision-related processes and project implementation from a municipal subdivision process perspective;
- Ensure that the expert advice and recommendations of the various team disciplines is provided to the NCC and integrated into the plans/studies/reports;
- Coordinate, prepare and submit all plans, studies, reports etc. as required by the City of Ottawa;
- Participate in all meetings (including NCC Board of Directors meetings, NCC internal governance and advisory committee meetings, and City of Ottawa staff, advisory, and committee meetings , as well as one public engagement meeting) as required, including developing agendas, preparing materials/presentations, and providing meeting minutes/action items;
 - For this RFP response, Proponents should refer to the proposed schedule in Section 5.1 and account in their proposals for twenty-four (24) one-hour working meetings with the NCC per year (48 meetings or hours total), plus twelve (12) two-hour meetings with City of Ottawa staff after the subdivision application has been submitted (16 City meetings or 32 hours total), and six (6) two-hour governance meetings (i.e. NCC Board of Directors, City of Ottawa pre-application consultation meeting, Planning Committee, etc.). The actual number and duration of meetings will be confirmed at the beginning of the contract and updated as required.
- Ensure that the subdivision is aligned with and supports the implementation of the LeBreton Flats MCP, including the achievement of the targets in Section 4 of the MCP (including but not limited to sustainability and affordable housing targets); and
- Work together with the NCC and key stakeholders (such as developers of the first three phases of the Building LeBreton project, representatives of a district energy system expected to be retained by the NCC, etc.) to identify and resolve any issues that arise, balancing competing objectives that may come to light through the process of the Project.

4.2. Potential Studies

Building on existing studies and plans listed in Annex A1, including a Master Servicing Report (2021) and a Transportation Impact Analysis (2022), the Proponent will review the documents to be provided and undertake a gap analysis and meet with the City of Ottawa to determine if any updates and/or additional studies, reports, plans etc. will be required for the plan of subdivision application. This will determine the key deliverables for the application submission. Supporting studies and plans must be completed as per the City of Ottawa’s standards and guidelines, and in accordance with provincial regulations, as applicable.

The following is a non-exhaustive list of studies, plans and reports that may be required as part of a plan of subdivision application to the City of Ottawa:

- Topographic and cadastral surveying requirements associated with the draft plan of subdivision
- Planning rationale, including urban design brief
- Draft plan of subdivision
- Functional servicing report and plans



- Stormwater management plan
- Hydrogeological report (including consideration of low-impact development techniques)
- Transportation Impact Assessment
- Transportation Demand Management plan/s
- Roadway modification functional design
- Roadway geometric design plans, including pavement markings and signage
- Geotechnical report (including slope stability analysis)
- Grading plan
- Phase 1 environmental site assessment/s per the O. Reg. 153/04 standard, with experience with the federal Canadian Council of Ministers of the Environment (CCME) process an asset
- Community energy plan (i.e., update the existing community energy plan for LeBreton Flats to meet City submission requirements if required)
- Species at risk report
- Noise study
- Cultural heritage impact statement
- Tree conservation report

Required studies and plans will be confirmed through consultation with the NCC and a pre-application consultation meeting with the City of Ottawa for a plan of subdivision application.

In March 2022, the City introduced the High-Performance Development Standard and the Proponent will be required to ensure that the requirements from the High-Performance Development Standard Plan of Subdivision Application metrics are met in the plan of subdivision application.

4.3. Proponent Roles and Responsibilities

With the goal of ensuring that the Proponent has the capacity to complete all the components and requirements of the Scope of Work, the NCC is seeking specific skillsets and speciality areas to ensure high quality, timely and efficient delivery of services. The Proponent will have a designated project leader supported by discipline leads in planning, municipal engineering, and transportation engineering. The Proponent will coordinate and integrate the studies from each discipline such that they are consistent, aligned, and not in conflict with one another.

The Proponent must identify individuals in the following key project roles (it is permitted that one individual could fulfil more than one role, i.e. the Lead Urban Planner can also fulfil the role of Project Leader):

- **Project Leader:**
 - Leads and manages the Proponent team, responsible for delivering the scope of work and managing the project schedule;
 - Responsible for ensuring a complete submission for the plan of subdivision application, including providing responses to all comments received from the City and technical agencies;
 - Monitors project progress and provides risk management and mitigation when needed; and
 - Serves as the NCC’s main point of contact and provides regular communication on project updates.
- **Lead Urban Planner:**
 - Understands the planning policy framework to deliver the plan of subdivision in the City of Ottawa;
 - Applies the MCP vision, objectives, and density targets and relevant Secondary Plan policies, as well as other applicable urban design and planning guidelines, policies and strategies into the development of the plan of subdivision;

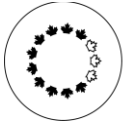


- Provides strategic professional advice on which lands within the MCP area should be under a plan of subdivision, along with a phasing strategy for the registration of the plan of subdivision;
 - Ensures that the plan of subdivision can meet MCP sustainability objectives and the City’s High-Performance Development Standards for subdivisions;
 - Authors the Planning Rationale and is responsible for other planning documents for the plan of subdivision application; and
 - Reviews and provides professional advice on planning-related conditions for draft plan of subdivision agreement.
- **Lead Municipal Engineer:**
 - Responsible for overseeing all the servicing and stormwater management reports and plans, including functional design and cost estimates, as required for the plan of subdivision from the submission of the application to the draft approval of the plan of subdivision;
 - Reviews past servicing studies and validates that the proposed design meets the design criteria of current standards to support the MCP density targets;
 - Identifies information gaps in existing reports to determine any additional studies/plans that will be required for a plan of subdivision application;
 - Provides oversight and advice on servicing infrastructure and connections as well as other below-grade infrastructure (i.e. district energy system) in roadways;
 - Provides support if needed when the Master Servicing Report (updated under the MCP) is submitted to the Ontario Ministry of Environment for submission under the existing approved Environmental Assessment;
 - Prepares and signs off on servicing and stormwater management report/s as well as engineering drawings and associated cost estimates;
 - Provides advice to support the subdivision phasing strategy for registration; and
 - Reviews and provides advice on conditions for the draft plan of subdivision.
 - **Lead Transportation Engineer:**
 - Responsible for all transportation reports and plans required for the plan of subdivision, from the application submission to the draft approval of the plan of subdivision, including any other related municipal approvals such as roadway modifications and noise studies;
 - Leads the design of roads and pathways (including geometric design plans) based on the MCP’s mobility strategy, proposed street network, and cross-sections for the plan of subdivision;
 - Provides advice on designating roads (rights-of-way) as public or private;
 - Reviews and provides advice on transportation infrastructure (including sidewalks, cycle lanes, pathways) related conditions for draft plan of subdivision; and
 - Provides advice on transportation demand management techniques and road design to achieve multi-modal share targets for the site.

Additional personnel, in addition to the four key project roles listed above, must be included in the proposal. These additional personnel could represent the following specialities, or other specialities that the Proponent feels would augment their team and support delivery of the Project. Multiple personnel representing the same speciality are permitted to be submitted as part of this requirement; however, consideration will be given to coverage of specialities and depth of expertise to comprehensively deliver the scope of work.

Examples of relevant specialities can include, but are not limited to:

- Urban planning, land use and urban design
- Municipal/civil engineering, including stormwater management
- Transportation engineering



- Transportation planning, including transportation demand management
- Environmental assessments
- Sustainability and sustainable development
- District energy systems
- Geomatics (legal surveys, CAD, 3D and GIS)
- Geotechnical
- Landscape architecture
- Project management

There will be a minimum of one public meeting as part of the plan of subdivision application process and the Proponent is expected to have team members with the ability to verbally present in both English and French at an intermediate level as described in Annex A3.

Commercially reasonable efforts to assemble a diverse and inclusive team are encouraged.

4.4. NCC Roles and Responsibilities

The Proponent and the Building LeBreton team of the NCC will work collaboratively together throughout the duration of the contract. The NCC will have ultimate responsibility in the following areas:

- Develop and implement public engagement and consultation strategies for the plan of subdivision application, working in collaboration with the Proponent;
- Consult and engage with the Algonquin Nation, with support from the Proponent as required;
- Provide the Proponent with existing reports and studies listed in Annex A1 at the commencement of the contract;
- Manage communications, marketing and promotion where required (ex. dedicated webpage, social media);
- Translate materials from English to French;
- Serve as the “applicant” for the plan of subdivision development application (including paying the application and related fees and securities);
- Review and provide direction on public and comments received on the application to support the Proponent Project Leader in providing responses to the City and technical agencies; and
- Review and approve in a timely manner all deliverables throughout each phase of the project.

If not clearly defined in this RFP, it will be assumed that Proponent will be responsible to lead activities required toward the completion of deliverables.

5. Work Program and Deliverables

5.1. Schedule

The following is an overview of the expected timelines but subject to change.

Table 1: Project Schedule

Phase	Milestone/deliverables	Estimated Duration (months)
1. Pre-application	Review existing reports / gap analysis	
	Pre-application consultation meeting with City	



	Preparation of reports, studies, plans	
	subtotal	8
2. Plan of Subdivision Application	Application submission	
	Circulation Period	
	Public Meeting	
	Response to Circulation comments (round 1)	
	Response to Circulation comments (round 2)	
	Response to Circulation comments (round 3)	
	subtotal	12
3. Draft Plan of Subdivision Approval	City Staff Delegated Report	
	Draft conditions	
	Preparation of cost estimates	
	Approval of draft plan of subdivision	
	Document transfer and project closeout	
	subtotal	4
	Total (estimated)	24

5.2. Deliverables by Phase

The Proponent will have the following responsibilities to complete the scope of work.

Phase 1: Pre-Application

- Site inspection with project team and NCC staff;
- Review of all existing reports and studies (refer to Annex A-1), and prepare an existing conditions memo to identify any gaps and preliminary issues to be addressed and incorporated into the work plan for the project;
- Identify and confirm with the City of Ottawa the list of studies and submission requirements for the plan of subdivision application, referring to the list in Section 4.2 of this Statement of Work;
- Revise the proposed work plan submitted with the Proponent’s RFP proposal, for approval by the NCC;
- Identify internal and external project interdependencies to support the efficient use of resources for the subdivision application and approval process to support MCP implementation;



- Evaluate and provide strategic advice and a recommended approach regarding the area/s to be included in plan of subdivision and if more than one plan of subdivision should be contemplated for the Subject lands, ensuring that the recommendations are based on a detailed understanding of the Building LeBreton project dependencies, costs, and need for flexibility in the sequence and method of disposal (sale or lease) of parcels for development;
- Prepare the application and any submissions required for the pre-application consultation meeting with the City of Ottawa, and lead the pre-application consultation meeting;
- Prepare a memo with an analysis of the conceptual roadway cross sections from the MCP, integrating relevant information from the Master Servicing Report and Community Energy Plan (CEP) (both to be provided to the successful proponent).
- Develop a phasing and sequencing strategy implementation of the roadway and infrastructure that aligns with the MCP phasing strategy and general intent of the NCC to require developers to construct the local roads and infrastructure needed to support their development parcels; and
- Prepare and submit for NCC review a draft plan of subdivision application package, including a planning rationale and all supporting studies, reports, plans and/or surveys as per requirements provided by the City of Ottawa (as generally set out in Section 4.2). Individual studies can and should be submitted for NCC review as they are completed, based on the Proponent’s workplan.

Phase 2: Plan of Subdivision Application

- Based on NCC feedback, finalize and submit a complete plan of subdivision application to the City of Ottawa as per the City’s development application requirements;
- Prepare materials and support the NCC with technical expertise during any public engagement activities (expected to include one public, in-person public meeting along with an online consultation) to be planned by the NCC and the City of Ottawa. Note that for public engagement meetings, the project team will be expected to provide technical staff who can interact with the public in French as well as English;
- Liaise with City of Ottawa staff and associated agencies to advance the review, approval and preparation of conditions of draft plan of subdivision approval, including presentations to technical groups and before Committees of the City of Ottawa;
- Prepare reports and minutes of all meetings held with stakeholders, agencies, City staff and elected officials;
- Prepare timely responses in the form of emails, memos, addenda etc. to any questions that arise during the plan of subdivision circulation period/s.
- The RFP assumes there will be three sets of circulation comments for formal response and/or update to reports and plans to the City. It is expected that the Proponent will use their best efforts to resolve comments as early and quickly as possible during the circulation period. If there are additional comments after the third circulation period beyond the control of the Proponent, the Proponent will prepare for the NCC an estimated level of effort for the additional work based on the submitted hourly rates; and
- Prepare updated cost estimates for infrastructure, site servicing and public realm projects within the Subject Lands as per City of Ottawa requirements.

Phase 3: Draft Plan of Subdivision Approval

- Continue to liaise with City of Ottawa staff and associated agencies to ensure timely review and approval of the subdivision application;



- Review report/s prepared by City staff and provide insights and advice to the NCC to ensure the subdivision approval is aligned with the MCP, NCC project objectives and the requirements of any planned federal approval(s), if applicable;
- Provide strategic advice related to the project milestones for the approval and implementation of subdivision phase registration and fulfillment of conditions of the draft subdivision agreement;
- Support the NCC with strategic advice during the negotiation of any agreements that include the subdivision agreement and potentially a second, parallel “master agreement” for items that cannot be captured under a subdivision agreement between the City and the NCC.

6. Document Management and Project Closeout

The Proponent will provide all materials, documents and reports in English and be responsible to revise, when required, studies, reports, and plans to a final version. The format of documents, working file type, and software to be used by the Proponent will be reviewed with the NCC and City of Ottawa to ensure conformity to plan of subdivision application submission requirements and ability to transfer to the NCC.

The Proponent will maintain a secure online sharing site to submit and manage deliverables and related documentation to the NCC through the duration of the contract.

At project closeout, the working files in original format for all final versions of reports and plans (ex. deliverables required under the contract) are to be provided to the NCC in an organized file structure with covering memo outlining the content. This incorporates a record of the plan of subdivision approval process, including the application submission requirements (ex. reports and plans), official correspondence (ex. presentations, meeting minutes, and City formal comments), and project management documentation (ex. work plan, progress reports, schedule). Any digital files displaying elevations must be submitted using Civil3d and adhere to industry standards. Additionally, digital files in AutoCAD format in NAD83 (Original) MTM 9coordinate system is required for all final plans.

The Proponent acknowledges that the NCC is subject to the provisions of the *Access to Information Act* and may, as a result of a request under that Act, be required to release any document relating to this RFP.

The Proponent shall report and disclose if there are any intellectual property rights in the materials provided to the NCC. All materials delivered in response to this RFP and prepared as part of the contract shall become the property of the NCC for its unrestricted use.



Annexes

Annex A1: List of Existing Studies and Reports

The NCC expects to provide the following studies and documents, and potentially additional materials, to the successful Proponent once the successful Proponent’s contract has begun:

- [LeBreton Flats Master Concept Plan \(NCC, 2021\)](#)
- Planning Rationales for Official Plan Amendment applications (O2 Planning + Design, 2021 & 2022)
 - Statement of Cultural Heritage Value and Heritage Approaches for LeBreton Flats (included in Planning Rationale, 2021)
- Master Servicing Report (CIMA+, 2021)
- Transportation Impact Study (CIMA+, 2021)
- Transportation Impact Assessment (Morrison Hershfield, 2022)
- Available CAD files, registered instruments, and reference plans within the MCP area
- LeBreton Flats Community Energy Plan (Stantec, 2021)
 - Environmental Impact Statement (Paterson Group, 2020)
- Data Gap and Remedial Options Analyses, Nepean Bay Sector, LeBreton Flats, Ottawa, ON (Geofirma, 2019)
- Human Health and Ecological Risk Assessment, South LeBreton Area, Ottawa, ON, Property Asset 96129 (Geofirma, 2021)
- Phase II ESA and Remediation, LeBreton Flats North, Lands North of the Closed Aqueduct, Blocks M, N and O, Ottawa, ON (Golder, 2015)
- Phase II ESA and Remediation, LeBreton Flats North, Lands South of the Closed Aqueduct, Blocks J and K, Ottawa, ON (Golder, 2015)
- Record of Site Condition #215931
- Record of Site Condition # 215932
- Supplemental Phase II Environmental Site Assessment, South LeBreton Flats, Blocks B1, B2, C1, C2, E1, E2, E3, G, H1 and H2, Ottawa, ON (Golder, 2012)
- Phase III Environmental Site Assessment, Risk Assessment, and Risk Management Strategy, South LeBreton, Ottawa, ON (Intera Engineering, 2007)
- Geotechnical Desktop Review (Paterson Group, 2020)
- Desktop Phase 1 Noise Control Feasibility Study (Paterson Group, 2020)
- LeBreton Flats Archaeological Potential Map (NCC, 2022)
- LeBreton Flats North Archaeological Monitoring, Ottawa Ontario (Golder Associates, 2014)
- Archaeological Overview, OLRT Preston Street Detour (Paterson Group 2014)
- Stage 1 Archaeological Assessment of LeBreton South (Past Recovery 2012)
- Stage 1 and 2 Archaeological Assessments, Slater Street Realignment (Past Recovery 2018)



Annex A2: Existing Major Infrastructure

The Subject Lands are situated in close proximity to major infrastructure. Proponents should refer to [GeoOttawa](#) and other publicly available information to familiarize themselves with the existing infrastructure within the Subject Lands. The following is a non-exhaustive list of elements of note:

- O-Train Light-Rail Transit system (including the Confederation and Trillium lines) and stations (Pimisi and Bayview)
- Ottawa Waterworks System
 - Northern Covered Aqueduct
 - Southern Open Heritage Aqueduct
 - Fleet Street Water Pumping Station
- High-Pressure Transmission Watermain
- Low-Pressure Transmission Watermain; within the Open Aqueduct
- LeBreton Flats Sanitary Pumping Station
- West-Nepean Collector Sewer
- Cave Creek Collector Sewer
- Interceptor Outfall Sewer
- Combined Sewage Storage Tunnel
- Misc. Sanitary and Combined Sewer Regulators and Diversion Chambers
 - Booth-Lloyd Regulator
 - Preston-Lloyd Regulator

Annex A3: Language Requirement

The proposed resource must be able to communicate effectively, orally and in writing, in English and in French at the intermediate level.

LANGUAGE PROFICIENCY GRID			
Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: Ask and answer simple questions; Give simple instructions; and Give uncomplicated directions relating to routine work situations.	A person reading at this level can: Fully understand very simple texts; Grasp the main idea of texts about familiar topics; and Read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: Write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: Sustain a conversation on concrete topics; report on actions taken; Give straightforward instructions to employees; and Provide factual descriptions and	A person reading at this level can: Grasp the main idea of most work-related texts; Identify specific details; and Distinguish main from subsidiary ideas.	A person writing at this level can: Deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.



	explanations.		
Advanced	A person speaking at this level can: Support opinions; and understand and express hypothetical and conditional ideas	A person reading at this level can: Understand most complex details, inferences and fine points of meaning; and Have a good comprehension of specialized or less familiar material.	A person writing at this level can: Write texts where ideas are developed and presented in a coherent manner.



APPENDIX B
BIDDER’S CHECKLIST

#	REQUIREMENT / TASK / INSERTION within Bidder’s Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement
1	Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Bid (email #1)	<input type="checkbox"/>
2	Complete Appendix C – Evaluation Criteria and ensure it forms part of your Technical Bid (email #1)	<input type="checkbox"/>
3	Complete and sign Appendix D – Financial Bid (email #2)	<input type="checkbox"/>
4	Ensure that your Technical Bid does not contain a copy of your Financial Proposal	<input type="checkbox"/>
5	Ensure that your Technical and Financial Proposals are in separate emails	<input type="checkbox"/>
6	Ensure that your Bid addresses all the points outlined in Appendix C – Evaluation Criteria.	<input type="checkbox"/>



APPENDIX C
EVALUATION CRITERIA

1. Evaluation Process

The NCC will evaluate Proposals by applying the point-rated technical criteria (PRTC) in this appendix and price score as set out in Appendix D: Financial Bid. The PRTC evaluation will be completed by an Evaluation Committee. A separate evaluation will be completed on the Proponent’s financial bid if the Proposal meets the minimum PRTC score requirement. The Proposal and financial bid with the highest combined score will be identified as the preferred Proponent.

2. Proposal Scoring

Point-rated Technical Criteria	Description	Maximum Points
PRTC1	Proponent Team Structure	15
PRTC2	Proponent Team Experience	15
PRTC3	Primary Personnel Experience	15
PRTC4	Project Understanding and Approach	5
PRTC5	Project Management, Work Plan and Schedule	20
	PRTC SUBTOTAL	70 (minimum 42)

The Proposal must score a minimum of 42 points (out of 70) on the Point Rated Technical Criteria in order for the Proponent’s financial bid to be opened and scored.



3. Point-Rated Technical Criteria

Point Rated Technical Criteria	Instructions	Maximum Points	Reference to Proposal
<p>PRTC1: Proponent Team Structure</p> <p>This criterion assesses the capacity of the Proponent team as an entity to deliver and complete the Statement of Work based on the composition of the Proponent team.</p> <p>The following specialty areas could be represented by the personnel included in the Proposal:</p> <ul style="list-style-type: none"> - Urban planning, land use and urban design - Municipal/civil engineering, including stormwater management - Transportation engineering - Transportation planning, including transportation demand management - Environmental assessments - Sustainability and sustainable development - District energy systems - Geomatics (legal surveys, CAD, 3D and GIS) - Geotechnical - Landscape architecture - Project management 	<p>The Proponent should provide a description of the companies and individuals that form the Proponent team, including the proposed team structure and specialities to be provided in order to complete the requirements outlined in the Statement of Work:</p> <ol style="list-style-type: none"> a) A description and clear organizational chart of the composition, structure, and relationship within the Proponent team, with clear description of roles and services to be provided by each part of the team. The description and chart should identify personnel in Key Project Roles, as well as the specialities (listed in Section 4.3 of the Statement of Work) and the reporting relationships within the Proponent team. b) Profiles on each company that form the Proponent team that includes number of years in business, office location(s), and specialities or services to be provided. c) A short summary of Proponent team personnel providing their role and/or speciality, curricula vitae may be provided in an appendix of the Proposal (maximum three pages per individual), in addition to what is requested in PRTC3: Primary Personnel Experience. <p>The Proponent should provide confirmation that this named team in its entirety, including sub-consultants, will continue their roles and responsibilities on the Project from award of the work through to successful completion. Should any team members need to be replaced during the duration of the Project for any reason, the NCC reserves the exclusive right to approve/deny any personnel changes.</p>	<p>15</p>	



Point Rated Technical Criteria	Instructions	Maximum Points	Reference to Proposal
<p>PRTC2: Proponent Team Experience</p> <p>This criterion assesses the capacity of the Proponent to complete the Statement of Work based on its experience and technical ability in the implementation of a large-scale master plan (or similar, ex. secondary plan, community design plan) that involves subdivision, design and dedication of new roads and infrastructure, and/or phased multi-landowner development.</p>	<p>The Proponent should provide concise descriptions of three (3) projects that are representative of the services outlined in this Statement of Work (ie. subdivision of land, phased development implementation, design and conveyance of new roads, etc.). The projects should be completed or substantially completed within the last 15 years. At least one project should be located in the province of Ontario, Canada, preferably in Ottawa;</p> <p>Each project description should include:</p> <ul style="list-style-type: none"> • Name of client; • Location of the project; • Size of subject lands (at least 4 hectares in size); • Dates of the services provided on the project (must have been completed within the last 15 years, no earlier than Jan. 1, 2007); • Scope of work completed by the Proponent; • Project objective(s); • Names of the Proponent team member(s) who were involved in the project and the scope of their responsibilities; • A description of how the project example is relevant to this RFP, including: <ul style="list-style-type: none"> - an explanation of the approach taken to meet the client’s project objectives and needs - project challenges and resolutions provided - the implementation of the project, success factors, and lessons learned (positive or negative); and • Client contact (name, phone number and email address) at working level for reference check. Reference checks may be completed if deemed necessary for validation of information provided by the Proponent. <p>The Proponent should possess knowledge of the above projects. Past project experience from entities other than the Proponent will not</p>	<p>15</p>	



Point Rated Technical Criteria	Instructions	Maximum Points	Reference to Proposal
	<p>be considered in the evaluation unless these entities form part of a joint venture proponent team. Indicate those projects, which were carried out in joint venture and the responsibilities of each of the involved entities in each project.</p>		
<p>PRTC3: Primary Personnel Experience</p> <p>This criterion assesses the capability, capacity, experience and expertise of the primary personnel assembled to carry out the Project. The qualifications of the personnel in the following Key Project Roles will be assessed:</p> <ul style="list-style-type: none"> - Project Leader - Lead Urban Planner - Lead Municipal Engineer - Lead Transportation Engineer 	<p>The Proponent should provide the following for each of the personnel proposed for the Key Project Roles (maximum four pages per individual, plus copies of licenses/certifications):</p> <ul style="list-style-type: none"> • Curricula vitae outlining at least 10 years of relevant experience, and their capabilities and skills in delivering the project and the Statement of Work; • Concise narrative outlining why they are qualified to deliver this work and their relevant project experience (including whether they played a role in the projects submitted under PRTC2); • Demonstration of experience in at least two large urban development projects (such as subdivision plans, subdivision design, implementation of master plans, redevelopment projects) that have been substantially completed in the last 15 years (completed no earlier than Jan. 1, 2007); • Estimated level of effort / percentage of each individual’s total work time to be allocated to this project; and • Valid copies of current licenses and certifications should be provided to confirm the personnel are members in good standing with their professional associations. 	15	
<p>PRTC4: Project Understanding and Approach</p> <p>A demonstration that the Proponent has a clear understanding of overall requirements for the</p>	<p>The Proponent should provide the following:</p> <ul style="list-style-type: none"> a) A description of the Proponent’s understanding of the Statement of Work that demonstrates understanding of the project context, challenges and objectives; and b) A description and overview of the 	5	



Point Rated Technical Criteria	Instructions	Maximum Points	Reference to Proposal
<p>services described in the Statement of Work.</p>	<p>Proponent’s proposed philosophy and approach towards the Project in order to fulfil the Statement of Work, based on available information.</p>		
<p>PRTC5: Project Management, Work Plan and Schedule</p> <p>This criterion assesses the Proponent’s capability and capacity to perform the required work in a timely and efficient manner with a thorough work plan. Proposals should demonstrate creative and collaborative thinking and identify how social, environmental, and financial sustainability will be considered and factored into the planning of this project.</p>	<p>The Proponent should provide a work plan (in the form of a written narrative description) and project schedule, which corresponds to the Statement of Work, including the following:</p> <ul style="list-style-type: none"> - A description of the Proponent’s proposed work plan and project management approach and strategies to be employed to deliver the project over the course of the contract based on the Proponent’s expertise and experience, including how the Proponent will work with the Client (NCC); - A detailed work plan and project schedule, in Gantt (or other visual/chart) format, that identifies tasks, activities, and key deliverables by phase, building upon the Statement of Work. It should identify the level of effort for each Proponent team member (including for individuals in key project roles and additional personnel); - A narrative on how the project’s progress will be monitored and reported to the Client (NCC); - A risk management plan identifying potential risks and mitigation measures; and - Any project-specific value-added/innovative design approaches that should be incorporated into the work plan. 	<p>20</p>	



4. Evaluation Rating Table

Each point-rated technical criterion will be evaluated based on the evaluation rating table below.

Point-rated Technical Criteria	Incomplete 0 %	Inadequate 20%	Weak 40%	Acceptable 60%	Good 80%	Excellent 100%
PRTC1: Proponent Team Structure	Did not submit information, or the information provided does not meet any of the requirements.	Very poor team structure and unacceptable personnel that do not cover most of the requirements; demonstrates a lack of understanding of the organizational structure required in order to deliver the Project.	Inadequate team structure and personnel that are missing some of the requirements; demonstrates an inadequate understanding of the organizational structure required in order to deliver the Project.	Adequate team structure and personnel that covers all requirements at a minimum acceptable level; demonstrates an acceptable understanding of the organizational structure required in order to deliver the Project.	Good team structure and personnel that goes beyond the minimum to cover all requirements; demonstrates a good understanding of the organizational structure required in order to deliver the Project.	Excellent structure and personnel that shows a superior ability to cover all requirements; demonstrates an excellent understanding of the required organizational structure in order to deliver the Project.
PRTC2: Proponent Team Experience	Did not submit information, or none of the project examples demonstrate any experience to meet the requirements.	Most project examples are poor and meet few of the requirements; project experience is insufficient to meet the requirements.	One or more of the project examples are weak or do not meet all requirements; project experience is inadequate to meet the requirements.	Adequate project experience that demonstrates an ability to meet the requirements with some weaknesses.	Satisfactory project experience which demonstrates an ability to meet the requirements.	Superior project experience which strongly demonstrates the ability to exceed the requirements.
PRTC3: Primary Personnel Experience	Did not submit information, or the primary personnel do not possess any of the qualifications and/or experience required.	Primary personnel do not cover most of the requirements or the overall experience is very weak.	Primary personnel have some qualifications and experience but lack adequate experience in some of the required areas.	Primary personnel have a minimum acceptable level of qualifications and meet most of the requirements.	Primary personnel are qualified, experienced, and satisfactorily meet the requirements.	Primary personnel are highly qualified, experienced and exceed requirements.
PRTC4: Project Understanding and Approach	Did not submit information which could be evaluated, or the information provided	Very poor understanding of the project context, challenges and objectives;	Limited understanding of the project context, challenges and objectives;	Satisfactory understanding of the project context, challenges and objectives;	Good understanding of the project context, challenges and objectives;	Excellent understanding of the project context, challenges and objectives; excellent and



Point-rated Technical Criteria	Incomplete 0 %	Inadequate 20%	Weak 40%	Acceptable 60%	Good 80%	Excellent 100%
	does not meet any of the requirements .	insufficient description of the Proponent’s philosophy and approach towards the Project.	inadequate description of the Proponent’s philosophy and approach towards the Project.	acceptable description of the Proponent’s philosophy and approach towards the Project.	good and clear description of the Proponent’s philosophy and approach towards the Project.	well thought-out description of the Proponent’s philosophy and approach towards the Project.
PRTC5: Project Management, Work Plan and Schedule	Did not submit information which could be evaluated, or the information provided does not meet any of the requirements .	Very poor project management that demonstrates a lack of understanding of the tasks, activities, and key deliverables; the work plan and schedule does not demonstrate the ability and capacity to deliver the Project in a timely and efficient manner.	Inadequate project management that demonstrates a limited understanding of the tasks, activities, and key deliverables; work plan and schedule demonstrates a limited ability and capacity to deliver the Project in a timely and efficient manner.	Adequate project management demonstrating an understanding of most of the tasks, activities, and key deliverables; work plan and schedule demonstrates most of the required ability and capacity to deliver the Project in a timely and efficient manner.	Good project management demonstrating an understanding of the tasks, activities, and key deliverables; work plan and schedule demonstrates a good ability and capacity to deliver the Project in a timely and efficient manner.	Excellent project management demonstrating a deep understanding of the tasks, activities, and key deliverables; work plan and schedule demonstrates a strong ability and capacity to exceed requirements and deliver the Project in a timely and efficient manner.



APPENDIX D

FINANCIAL BID

INSTRUCTIONS

1. Bidders to complete and submit this Appendix D - Financial Bid in **email #2** by the Bid Closing prescribed on the first page of the bid solicitation document.
2. Bidders must consider the requirements prescribed in section *All-Inclusive-Fees* in determining their proposed fees in section *Financial Bid* for evaluation by the NCC.
3. The Bidder must complete and sign the table in section *Financial Bid*. Failure to do so will render the Bidder's financial bid non-responsive.
4. Bidders shall not alter this form except to identify themselves and complete their proposed all-inclusive lump sum price and fixed hourly rates of a resulting contract. Removing, adding, or altering the wording in this Financial Bid Form may render the Bidder's financial bid non-responsive.
5. Any condition or qualification placed upon the bid may render the Bidder's bid non-responsive.



The following will form part of the evaluation process

ALL-INCLUSIVE FEES

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

1. Disbursements Included in the Fees:
 - a. The base rate of pay, wages or salaries;
 - b. Vacation pay;
 - c. Benefits which includes:
 - i. welfare and/or social assistance contributions;
 - ii. pension contributions;
 - iii. union dues;
 - iv. training and industry funds contributions; and
 - v. other applicable benefits and costs, if any, that can be substantiated by the Consultant;
 - d. Statutory and legislated requirements, assessed and payable under statutory authority, which includes:
 - i. Employment Insurance contributions;
 - ii. Canada Pension Plan or Quebec Pension Plan contributions;
 - iii. Workplace Safety and Insurance Board, Worker’s Compensation Board or Commission de la santé et de la sécurité du travail premiums;
 - iv. Public Liability and Property Damage insurance premiums; and
 - v. Health tax or insurance premiums;
 - e. Incentive remuneration/Profit sharing;
 - f. Sick pay;
 - g. Computers and standard computer software (as well as peripheral devices but excluding printing devices);
 - h. Cellular telephones, monthly charges, long distance charges, data charges, cases and protective carriers, chargers;
 - i. Stationery/miscellaneous offices supplies;
 - j. E-mail addresses/servers;
 - k. Short-term disability / parental or maternity leave;
 - l. Training costs;
 - m. Professional associations;
 - n. Travel/lodging; Travel and travel related expenses to and from and within the National Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
 - i. travel time
 - ii. travel fare
 - iii. mileage
 - iv. parking fees
 - v. lodging
 - vi. meals
 - vii. taxi charges
 - o. Site parking or arrangements in lieu thereof;
 - p. Local and head office overheads;
 - q. Reproduction and delivery costs of drawings, CADD files, specifications and other technical documentation specified in the Statement of Work;
 - r. Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant’s main office and branch offices and between the Consultant’s offices and other team members’ offices;
 - s. Courier and delivery charges for deliverables specified in the Statement of Work;
 - t. In-house computer work station;
 - u. Plotting charges;



- v. Presentation materials;
- w. Rental of office space.
- x. Translation of all tender documents; and
- y. Profit;
- z. Sub-contractor fees and machines/materials required for fieldwork.

2. Disbursements not included in the Fees:

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

- a. Extraordinary reproduction and delivery costs of drawings, documents, presentation material, CADD files, specifications and other Technical Documentation, to comply with NCC requests;
- b. Extraordinary transportation costs for material samples and models additional to that specified in the Statement of Work;
- c. Fees for approvals and permits to conduct field investigations and material testing;
- d. Project related travel and accommodation additional to that specified in the SoW shall be reimbursed in accordance with the current [Treasury Board Secretariat Travel Policy](#);
- e. Other extraordinary disbursements provided they are:
 - i. reasonably incurred by the Consultant
 - ii. related to the services required

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



TABLE 1: All-inclusive lump sum price to provide the following services: Provision of LeBreton Flats Plan of Subdivision.

Item	Description	All-inclusive lump sum price
1	Provision of LeBreton Flats Plan of Subdivision as per Appendix A – Statement of Work	\$
	SUB-TOTAL	\$
	OHST 13%	\$
	TOTAL TABLE 1	\$

Hourly Rates

The tables below are provided for the purpose of understanding and comparing the hourly rates to the lump sum proposal. Tables 2 and 3 will NOT form part of the evaluation process.

The following hourly rates may be considered for use in future contract amendments for any unforeseen work. The NCC reserves the right to negotiate these rates.

TABLE 2 : Key Project Roles

Position	Name	Hourly Rate
Project Leader		
Lead Urban Planner		
Lead Municipal Engineer		
Lead Transportation Engineer		

TABLE 3: Staff

The proponent should include the positions listed as part of the team structure for PRTC1 in the table below.

Position	Name	Hourly Rate



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

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



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

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



OFFICE USE ONLY

PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION FORM

Reference number	Department / Organization number	File number
------------------	----------------------------------	-------------

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

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

New Update Upgrade Transfer Supplemental Re-activation

The requested level of reliability/security checks(s)
 Reliability Status Level I (CONFIDENTIAL) Level II (SECRET) Level III (TOP SECRET)
 Other _____

PARTICULARS OF APPOINTMENT / ASSIGNMENT / CONTRACT

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

Justification of security screening requirement

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

B BIOGRAPHICAL INFORMATION (To be completed by the applicant)

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

RESIDENCE (provide addresses for the last five years, starting with the most current)
 Home address Daytime telephone number E-mail address

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

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

CRIMINAL CONVICTIONS IN AND OUTSIDE CANADA (see instructions)

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

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



**PERSONNEL SCREENING,
CONSENT AND AUTHORIZATION
FORM**

ANNEX "B"
PROTECTED (when completed)

Surname and full given names		Date of birth		
		Y	M	D

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

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

The Privacy Act Statement

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

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

Signature Date (Y/M/D)

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

Name and title	Telephone number
Address	Fax number

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

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

Reliability Status

Approved Reliability Status Not Approved

Name and title

Signature Date (Y/M/D)

Security Clearance (if applicable)

Level I Level II Level III Not recommended

Name and title

Signature Date (Y/M/D)

Comments

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



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

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

General:

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

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

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

SUPPLEMENTAL INFORMATION REQUIREMENTS

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

Part A – As set forth in each question

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

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

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

2. Section B (Biographical Information)

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

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

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

3. Section C (Consent and verification)

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

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

The age of majority is:

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

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

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

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

4. Section D (Review)

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

5. Section E (Approval)

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

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



The Bidder hereby agrees that all members of its workforce or its subcontracted workforce(s) will be bound by this confidentiality agreement for XXXX (NAME OF PROJECT). Specifically, no aspect of this assignment may be discussed, divulged or transmitted directly or indirectly to any other person or entity other than the NCC's Technical Representative or their designate(s). By submitting a Bid, which requires this confidentiality agreement to be signed and submitted by the Bidder, the Bidder hereby agrees to respect and uphold the confidential nature and content of this assignment and the material to be reviewed and the restraint on its promulgation. The Bidder further agrees to have all of its subcontractors, sign a copy of this confidentiality statement and remit same to the NCC.

Name of Firm

I have the authority to bind the Corporation (Print Name)

Signature



Date		Contract no. / No du contrat	
Description of work / Description des travaux			
Contractor's business name / Nom de l'entreprise de l'entrepreneur		Contractor's site superintendent / Contremaître de l'entrepreneur	
Contractor's business address / Adresse de l'entreprise de l'entrepreneur			
NCC representative / Représentant de la CCN			
Name / Nom		Telephone no. / N°. de téléphone	E-mail address / Adresse électronique
Contract information / Information sur le contrat			
Contract award amount / Montant du marché adjugé		Contract award date / Date de l'adjudication du marché	
Final amount / Montant final		Actual contract completion date / Date réelle d'achèvement du contrat	
Number of change orders / Nombre d'ordres de changement		Final certificate date / Date du certificat final	
Quality of workmanship / Qualité des travaux exécutés		Category / Catégorie	Scale / Échelle
This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.		Unacceptable / Inacceptable	0 – 5
		Not satisfactory / Non-satisfaisant	6 – 10
Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.		Satisfactory / Satisfaisant	11 – 16
		Superior / Supérieur	17 - 20
Time / Délai d'exécution		Category / Catégorie	Scale / Échelle
This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.		Unacceptable / Inacceptable	0 – 5
		Late / En retard	6 – 10
Il s'agit de l'évaluation du délai d'exécution des travaux en prenant en considération la date actuelle d'achèvement des travaux par rapport à la date originale (ou modifiée) et en tenant compte des conditions indépendantes de la volonté de l'entrepreneur.		On time / À temps	11 – 16
		Ahead of schedule / En avance sur le calendrier	17 - 20
Project management / Gestion de projet		Category / Catégorie	Scale / Échelle
This is the rating of how the project, as described in the drawings and specifications, was managed including co-ordination, quality control, effective schedule development and implementation.		Unacceptable / Inacceptable	0 – 5
		Not satisfactory / Non-satisfaisant	6 – 10
Voici l'évaluation de la façon dont le projet décrit dans les documents contractuels a été géré, y compris la coordination, le contrôle de la qualité, l'élaboration d'un calendrier efficace et la mise en œuvre.		Satisfactory / Satisfaisant	11 – 16
		Superior / Supérieur	17 - 20
		Criteria not applicable / Critère non-applicable <input type="checkbox"/> N/A / S/O	
Contract management / Gestion de contrat			
This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.		Unacceptable / Inacceptable	0 – 5
		Not satisfactory / Non-satisfaisant	6 – 10
Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie « prioritaire » des documents.		Satisfactory / Satisfaisant	11 – 16
		Superior / Satisfaisant	17 - 20
		Criteria not applicable / Critère non-applicable <input type="checkbox"/> N/A / S/O	
Health and safety / Santé et sécurité			
This is the rating of the effectiveness of how the occupational health and safety provisions (whether identified in the contract or those of provincial legislation or those otherwise applicable) were managed and administered.		Unacceptable / Inacceptable	0 – 5
		Not satisfactory / Non-satisfaisant	6 – 10
Voici l'évaluation de l'efficacité avec laquelle les dispositions relatives à la santé et à la sécurité au travail (dans le contrat, dans les règlements provinciaux ou dans tout autre document) ont été gérées et administrées.		Satisfactory / Satisfaisant	11 – 16
		Superior / Satisfaisant	17 - 20
Total points / Pointage total			/100
Comments / Commentaires			
Name / Nom		Title / Titre	Signature
			Date

INSTRUCTIONS AND ADDITIONAL INFORMATION (Contractor Performance Evaluation Report)
INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (Rapport d'évaluation du rendement de l'entrepreneur)

QUALITY OF WORKMANSHIP – QUALITÉ DES TRAVAUX EXÉCUTÉS

The NCC representative is to consider how the workmanship compares with:

- the norms in the area in which the work was carried out
- the contractor's compliance with any quality provisions outlined in the drawings and specification
- the quality of workmanship provided by other contractors on similar projects in the same facility/facilities

Le représentant de la CCN doit évaluer la qualité de l'exécution en fonction de ce qui suit :

- le respect des normes s'appliquant aux travaux réalisés
- la conformité de l'entrepreneur aux exigences de qualité comprises dans les dessins et dans les devis
- la qualité de l'exécution des travaux accomplis par d'autres entrepreneurs dans le cadre de projets similaires réalisés dans la même installation ou dans des installations semblables.

TIME / DÉLAIS D'EXÉCUTION

For the purpose of evaluation the contractor's time performance, consideration must be given to conditions beyond the contractor's control including NCC / Consultant / Client performance.

Afin d'évaluer le rendement de l'entrepreneur en matière de délai d'exécution, on doit prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, y compris le rendement de la CCN, de l'expert-conseil et du client.

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

Prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, par exemple :

- availability of, and access to the site
- changes in soil or site conditions
- weather extremes
- strikes
- material / equipment supply problems originating from manufacturers/suppliers
- quality of plans and specifications
- major change(s) in scope
- cumulative effect of changes
- was the NCC able to meet its obligations?
- timely decisions, clarifications, approvals, payments in due time
- delays caused by other contractors in the same facility

- disponibilité du chantier et accès au chantier
- modifications des conditions du sol ou du chantier
- température
- grèves
- problèmes d'approvisionnement en matériel et en équipement provenant des manufacturiers/fournisseurs
- qualité des plan et devis
- modifications importantes à l'étendue des travaux
- effets cumulatifs des modifications
- la CCN a-t-elle été capable de remplir ses obligations?
- décisions, clarifications, approbations, paiements en temps opportun
- les retards occasionnés par d'autres entrepreneurs travaillant dans la même installation.

The NCC representative's estimate of a reasonable maximum time allowance resulting from conditions beyond the contractor's control is
 L'estimation, par le représentant de la CCN, du temps maximum alloué pour les conditions indépendantes de la volonté de l'entrepreneur est



The period of delay attributable to the contractor is
 La période de retard attribuable à l'entrepreneur est



Did the contractor make an effective effort / Est-ce que l'entrepreneur s'est efforcé :

- to meet the schedule / de respecter l'échéancier des travaux
- to clean up deficiencies in a reasonable time / de corriger les vices dans un délai raisonnable

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non

Have you recommended assessments and damages for late completion under the contract?
 Avez-vous recommandé des dédommagements pour retard d'exécution aux termes du marché?

▶	<input type="checkbox"/>	Yes Oui	<input type="checkbox"/>	No Non
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PROJECT MANAGEMENT / GESTION DU PROJET

The extent to which the contractor takes charge of and effectively manages the work has a direct effect on the inputs required of the NCC.

La mesure dans laquelle l'entrepreneur assume efficacement la gestion des travaux a une incidence directe sur les services qu'on attend de la CCN.

Consideration should be given to: Did the contractor

Il faut examiner si l'entrepreneur a :

- employ a knowledgeable site superintendent
- required additional input from the NCC staff above that which is normal for a project of similar size and nature
- promptly commence the work
- provide realistic schedules and updates in accordance with the terms of the contract
- provide a comprehensive work plan and adhere to its milestones
- order material promptly and in such a way as to expedite the progress of the work
- provide shop drawings promptly and were they of sufficient detail

- fait appel aux services d'un surintendant de chantier expérimenté
- demandé au personnel de la CCN une plus grande contribution que ce qui est normal pour un projet de cette importance et de cette nature
- commencé les travaux dans les plus brefs délais
- fourni un calendrier réaliste et des mises à jour conformément aux modalités du contrat
- présenté un plan de travail complet et a respecté les échéances
- commandé le matériel rapidement et de façon à accélérer l'avancement des travaux.
- fourni rapidement des dessins d'atelier comprenant suffisamment de détails

PROJECT MANAGEMENT (cont'd) / GESTION DU PROJET (suite)

- effectively manage and complete all Division 1 work site activities
- promptly provide reasonable quotations for changes to the original scope of work
- cooperate when issued directions by the NCC representative
- interpret the contract documents accurately
- establish effective quality control procedures
- effectively coordinate and manage the work of its subcontractors
- promptly correct defective work as the project progressed
- promptly clean-up all deficiencies and incomplete work after issuance of the Interim Certificate of Completion
- satisfactorily clean the work site periodically and at the completion of the project

- géré et achevé efficacement toutes les activités sur le chantier de la Division 1
- proposé rapidement des prix raisonnables pour les modifications à l'énoncé des travaux initial
- accepté les directives du représentant de la CCN
- interprété les documents contractuels avec exactitude
- mis en place des procédures de contrôle de la qualité efficaces
- coordonné et géré efficacement les travaux confiés à des sous-traitants
- corrigé promptement le travail défectueux en cours de projet
- corrigé rapidement les travaux non acceptables et terminé les travaux incomplets après réception du certificat provisoire d'achèvement
- nettoyé de façon satisfaisante le chantier périodiquement ainsi qu'à la fin du projet.

CONTRACT MANAGEMENT / GESTION DU CONTRAT

The effectiveness of the contractor to administer the contract in accordance with the provisions expressed in the "front end" portion of the contract documents.

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

Consideration should be given to: Did the contractor

Il faut examiner si l'entrepreneur a :

- in the time frame specified, provide its contract security, Insurance Certificate fully executed and WSIB form where applicable
- submit progress claims in the correct format, accurately representing the work successfully completed and material delivered to the site but not yet installed for each payment period
- submit a Statutory Declaration correctly completed with each progress claim
- submit an updated Schedule if so specified
- pay subcontractors and suppliers in a timely fashion in accordance with the terms and conditions of its subcontracts
- promptly appoint a competent site superintendent
- notify the NCC representative of all its subcontracting activities
- apply for, obtain and pay for all necessary permits, licenses and certificates
- cooperate with other contractors sent onto the site of the work
- remove a superintendent or unsuitable worker when requested by the NCC representative to do so
- effectively protect the work and the contract documents provided by the NCC
- comply with all warranty provisions up to the date of the Contractor Performance Evaluation Report Form (CPERF)
- effectively manage the site during a suspension or termination of the work to mitigate any additional costs to the NCC
- deal promptly with any claims from creditors
- maintain complete records of the project
- provide information promptly when requested to do so
- expedite and co-operate in the settlement of all disputes

- fourni, dans le délai prescrit, une garantie contractuelle, un certificat d'assurance dûment signés et le formulaire de la CSST, le cas échéant
- présenté des réclamations périodiques dans le bon format, en décrivant avec précision les travaux exécutés et le matériel livré sur le chantier mains non encore installé, pour chaque période de paiement
- présenté une déclaration solennelle correctement remplie avec chaque réclamation périodique
- fourni un calendrier à jour, sur demande
- payé rapidement les sous-traitants et les fournisseurs conformément aux conditions des contrats de sous-traitance
- désigné dans les plus brefs délais un surintendant de chantier qualifié
- tenu au courant le représentant de la CCN de toutes les activités de sous-traitance
- demandé, obtenu et payé tous les permis, licences et certificats nécessaires
- collaboré avec les autres entrepreneurs envoyés sur le lieu des travaux
- remplacé un surintendant ou un travailleur inapte à la demande du représentant de la CCN
- protégé efficacement les travaux et les documents relativement aux travaux et au contrat fournis par la CCN
- respecté toutes les dispositions de garantie jusqu'à la date du Formulaire Rapport d'évaluation du rendement de l'entrepreneur (FRERE)
- géré efficacement le chantier pendant une suspension des travaux ou lors de leur achèvement, afin de limiter tout coût supplémentaire pour la CCN
- traité dans les plus brefs délais les demandes de paiement des créanciers
- tenu des dossiers complets sur le projet
- fourni promptement les renseignements demandés
- accélère et coopère dans le règlement des différends

HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

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

Consideration should be given to: Did the contractor

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

Efficacité avec laquelle l'entrepreneur a géré et administré les dispositions relatives à la santé et à la sécurité au travail telles que stipulées dans les documents contractuels et dans les règlements provinciaux ou ceux s'appliquant normalement au lieu des travaux.

Il faut examiner si l'entrepreneur a :

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