


**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
 ELECTRICAL SERVICES FOR LEASED PROPERTIES
 NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # MA068**

REQUEST FOR A STANDING OFFER (RFSO)

CONTRACTING AUTHORITY: Micheline Al-Koutsi Senior Procurement Officer micheline.al-koutsi@ncc-ccn.ca	BID DEADLINE: May 19, 2023 at 3:00 pm Eastern Daylight Time (EDT)
RETURN TO:  National Capital Commission NCC Bid email Bids-soumissions@ncc-ccn.ca Emails to refer to NCC tender file no. MA068	

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

We hereby OFFER to supply to the National Capital Commission upon the terms and conditions set out herein, the services listed above and on any attached sheets at the submitted rates.	
Contractor's Name & Address Tel: Fax: Email:	Print Name Signature Date
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	_____ _____ Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.

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1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Enquiries regarding this RFSO must be submitted in writing to the Contracting Authority by e-mail at – micheline.al-koutsi@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than twelve (12) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Contracting Authority shall examine the content of the enquiry and shall decide whether to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Contracting Authority named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.2 The Mandatory Requirements & financial proposals are to include all relevant information as per the following:
- **Email #1 - Technical Proposal – shall contain:**
 - i. 1st page of the RFSO signed;
 - ii. Addendum(s) acknowledgement on the 1st page of the RFSO, if any issued;
 - iii. Appendix “A” Mandatory Requirements.
 - **Email #2 - Financial Proposal - shall contain:**
 - i. Signed Appendix “B” – Financial Bid.
 - ii. Note: email #2 should not be inserted into email #1;
 - iii. email #2 will be opened only for those proposals which meet the requirements of the Mandatory Requirements – Appendix “A”.
- 1.3 Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFSO, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms’ intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFSO as well as any Contract awarded as a result of the RFSO. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFSO and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
- 1.4 The tender shall not be withdrawn for a period of 90 days following the date and time of tender closing.

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- 1.5 A debriefing of a Proponent's Proposal will be provided, within 15 calendar days of posting of award of the Standing Offer Agreements on [Tender opportunities | CanadaBuys](#). The debriefing will include an outline of the reasons the submission was not successful.
- 1.6 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm(s) will be required to complete and return a Supplier-Direct Deposit Payment and Tax Information Form provided by the NCC prior to SOA award and then will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 1.7 The Security Requirements and the General Conditions for Services will also form part of the resulting SOA and subsequent call-up/contract purchase order(s).
- 1.8 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.9 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.10 Facsimile transmittal of proposals will not be accepted.
- 1.11 Proposals will be held in strict confidence. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.12 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.13 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-Contractors for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.14 The successful Bidder shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Bidder during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Bidder's other obligations to indemnify and save harmless which are set out in the Commission's General Conditions.

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2.0 REQUEST FOR STANDING OFFER AGREEMENT

2.1 INTRODUCTION

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

You are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said services.

The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

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

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2.3 STANDING OFFER REQUIREMENT:

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

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime Contractor/sub-Contractor relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

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

2.4 PERIOD OF THE STANDING OFFER AGREEMENT (SOA):

The duration of the SOA is for a period of three (3) years from the date of award or until total expenditure level is attained, whichever comes first.

The Contractor grants NCC the irrevocable option to extend the term of the Standing Offer Agreement by up to two (2) additional one-year periods at the same terms and conditions.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

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

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The SOA is intended for use on small and medium scale projects. The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$100,000 CDN including applicable taxes. Services should not be delivered until NCC's Procurement Services Division has issued a purchase order number specific to that call-up purchase order. If no extra services are authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the call-up purchase order.

2.7 ESTIMATED SOA EXPENDITURE:

It is the intention of the NCC to award up to three (3) Standing Offer Agreements with an estimated expenditure combined of \$ 1,000,000 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

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

Note – the quantity of services and estimated expenses stated are only an approximation of the requirements given in good faith.

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2.8 INVOICING:

Send all invoices by email to our Accounts Payables department, as an attachment to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

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

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

Any extras or charges to the original scope and cost of PO work must be discussed with the NCC Technical Authority; An addendum must be issued by the NCC Contracting Authority before the execution of said work. The NCC will not compensate the Contractor for additional work undertaken without the prior written authorization of the NCC Technical Authority.

For each invoice/billing submitted to NCC, SOA firms shall:

- Supply a current accounting of time-costs resulting from the SOA firm's work on the call-up, as well as all approved related project costs and sub-Contractor costs;
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the 'call-up' contract amount, and the fee billed to date against that contract amount;
- Clearly identify the call-up number on their invoices

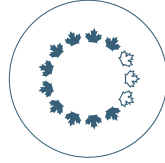
To ensure good project communication, it is recommended that SOA firms advise the NCC Technical Authority when 50% and 75% of the purchase order costs have been incurred.

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

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

3.0 BASIS OF AWARD

A standing offer agreement will be awarded to bidders who meet, all of the Mandatory Requirements, and, who offers the NCC the lowest rates.



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Request for Standing Offer

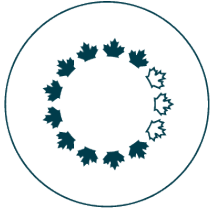
NCC-CCN

Electrical Services For Leased Properties

Residential and Agricultural Portfolio

Appendix A

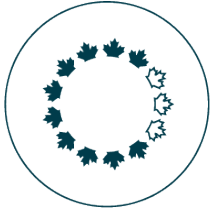
Terms of Reference



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1 Intent

The National Capital Commission (NCC) is seeking to establish a three-year Standing Offer Agreement (SOA) for the services of an experienced and qualified residential and agricultural electrical contractor in the National Capital Region, on an “as and when requested” basis for general service calls and emergency response calls on pre-arranged hourly rate for equipment and crews, related to:

- Inspections of electrical systems
- Repair and maintenance of electrical systems
- Repair, maintenance and installation of receptacles and lighting fixtures
- Repair, maintenance and installation of breakers and panels
- Repair, maintenance and installation of new electric baseboard heaters
- Repair, maintenance and installation of new electric furnaces
- Repair, maintenance and installation of generator transfer switches and similar devices
- Coordinate service upgrades and liaising with Hydro Ottawa as required

This SOA allows the NCC to complete the tasks listed above in a timely and consistent manner across its residential and agricultural leasing portfolio of properties and provides a stable hourly rate for associated works. Each project performed through the SOA will have a unique scope and deadline, subject to the needs of the NCC properties and as it’s requested by the NCC Technical Authority. Provisions are made within the SOA for emergency and after-hours service calls at a separate rate.

2 Term

The resulting SOA(s) will be for a period of three (3) years from the date of award. Rates quoted in Appendix B will remain fixed for the term of the SOA(s).

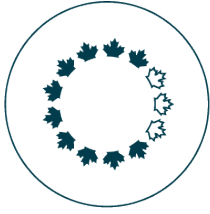
The Contractor grants NCC the irrevocable option to extend the term of the contract by up to two (2) additional one-year periods at the same terms and conditions.

Each option year will have an inflationary increase of +2% from the previous year’s fees.

3 Background and Geographic Boundaries

The National Capital Commission is a federal Crown corporation created by Canada’s Parliament in 1959 under the National Capital Act. Its predecessors were the Federal District Commission, created in 1927, and the Ottawa Improvement Commission, created in 1899.

As the Capital’s largest property owner, the NCC owns and manages more than 11 percent of all lands in Canada’s Capital Region. The NCC’s Agricultural and Residential Property Management group manages nearly 300 residential homes and apartments for rent, including several heritage homes and farmhouses. From the forests of Gatineau Park to the heart of the city, these unique properties are located in areas of importance to Canada’s Capital. The majority of NCC homes are Greenbelt bungalows greater than 60 years of age, averaging 800 to 1,300 square feet and currently heated with oil, propane, natural gas, electricity and baseboard heaters. In the coming years, many electrical service upgrades with associated



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panel replacements will be completed throughout the portfolio to accommodate the NCC's push towards clean energy consumption and green/carbon neutral heating sources, especially using electric furnace and heat pump installations. In addition, there will also be a push towards installing generator-friendly infrastructure (generator transfer switches, generlink devices, etc) to provide better control of each property's electrical services in the event of a lengthy power outage.

4 General Requirements

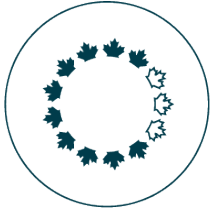
This section identifies the general requirements of the SOA.

4.1 Scope of Work

A brief description of the Goods and Services includes but are not limited to: adding, maintaining, and replacing circuit breakers, fuses and wires, finding and replacing faulty wiring or aged wiring, performing routine maintenance checks and periodic testing to make sure systems are running smoothly, and no interruption of operation will occur, adding new electrical equipment, such as light fixtures or switches and plugs, as well as implementing code compliance.

The work included in this specification involves the supplying of all labour, equipment, materials and tools necessary to perform the work in the National Capital Region or where otherwise directed by the NCC representative. The submission of Ontario licenses is mandatory. The following list is provided as a sample of the Services that the Contractor may be required to perform. The NCC reserves the right to make minor amendments to this list as necessary.

- a) ELECTRICAL
 - a. Fixed rate for removal of existing, supply and install new 120 V baseboard heater
 - i. Per unit
 - b. Fixed rate for removal of existing, supply and install ceiling fixture
 - i. Per unit (ceiling fixture extra)
 - c. Fixed rate for removal of existing electrical outlet and plate, and install Decora covers
 - i. Per unit including outlet and white Decora plate
 - d. Fixed rate for removal of existing electrical switch and plate, and install Decora covers
 - i. Per unit including switch and white Decora plate
 - e. Fixed rate for removal of existing equipment, and supply and install 10-year battery-powered smoke and carbon monoxide detector
 - i. Per unit
 - f. Fixed rate for removal of existing equipment, and supply and install hardwired smoke and carbon monoxide detector
 - i. Per unit
 - g. Fixed rate for wiring new heating equipment (furnaces and heat pumps) to the panel
 - i. Per unit
 - h. Fixed rate to complete service upgrade (100A to 200A) including removal of existing panel and breakers, supply and install new panel and breakers, wiring
 - i. Per unit
 - I. Additional 10% markup for required materials



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b) GENERAL SERVICE CALL

- a. Hourly rate: 6 a.m. through 6 p.m. - Regular time, Monday through Friday
 - i. Fixed hourly rate for Journeyman Electrician (plus materials)
 - ii. Fixed hourly rate for Master Electrician (plus materials)
 - iii. Fixed hourly rate for Apprentice Electrician (plus materials)

c) CALL OUTS AND EMERGENCY CALLS

- a. Hourly rate: After hours, Monday through Friday, Weekends and Stat/Holidays.
 - i. Fixed hourly rate for Journeyman Electrician (plus materials)
 - ii. Fixed hourly rate for Master Electrician (plus materials)
 - iii. Fixed hourly rate for Apprentice Electrician (plus materials)

d) Subcontractor

- i. The NCC reserves the right to prohibit subcontracting on specific projects or to set pre-qualifications for subcontractors on specific projects. The NCC additionally retains the right to remove any subcontractor for any of the reasons identified in Section 5.6 Removal of Staff.
- ii. Contractors must submit proof of invoice/receipt for subcontracted labour.
- iii. Mark-up on subcontractor costs cannot exceed 15%.

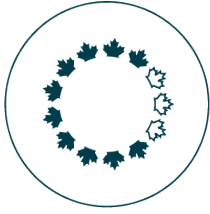
The actual Goods and Services required will vary from project to project. The allocation of work is to be at the sole discretion of the NCC, and the Contractor does not have any claim for compensation, expense, damage or loss of profit from the NCC for any failure of the NCC to allocate any portion of the work to a Contractor or to use its own forces to perform any portion of the Services.

4.2 Certification, Codes, and Standards

Contractors must supply electrical services in accordance with the Electrical Safety Authority of Ontario, the Building Code of Ontario, the National Building Code of Canada and all other pertinent provincial or local codes. In case of omission or discrepancy between these codes, the more stringent requirements shall apply. These codes meet or exceed requirements of contract documents and applicable standards, codes and referenced documents. The contractor must also have obtained, at his costs, all the licenses and permits required in respect of the execution of the work in the province of Ontario. Proper safety precautions must always be exercised, with extra precautions taken to protect the general public.

In addition to the above certification, all work shall be in accordance with the following codes and standards:

- a) Canada Labour Code Part II
- b) The Occupational Health and Safety Act and regulations for Industrial Establishments
- c) The Occupational Health and Safety Act for Construction Projects
- d) The Plant Protection Act, and Canadian Food Inspection Agency (CFIA) Ministerial Orders
- e) Canadian Construction and Labour Safety Codes



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- f) Construction Safety Code of Quebec and/or Ontario (where applicable)
- g) All NCC Health and Safety Policies;
- h) All other code, law or regulation, of federal, provincial, or local application. In any case of conflict or discrepancy the more stringent requirements shall apply.

The Qualified Contractor is to provide only qualified personnel specified in this TOR (ie, Master, Journeyman, Apprentice) fully trained and experienced in performing the work requested in accordance with good industry practice. All work shall be performed in a professional manner and in accordance with good trade practice and must be continually acceptable to the NCC.

4.3 Unsatisfactory/Defective Work

If, following performance of any of the Services, the NCC is of the opinion that such Services have not been performed to the standard (in respect of quality and quantity) required by the Order the NCC will notify the Contractor. If, following discussions between the NCC and the Contractor, the NCC remains dissatisfied with the manner in which the Services were performed, the Contractor must re-perform the Services at his cost within 7 days of receiving notice, and to the complete satisfaction of the NCC. Call backs for incomplete, unsatisfactory and/or guarantee work, shall be at the sole expense of the Qualified Contractor, and the NCC shall have final authority and sole discretion as to the acceptability.

4.4 Vehicles and Equipment

The Contractors shall provide all necessary transportation to and from the work site, for all of his personnel, tools and materials required. Vehicles and equipment used by the Contractors shall be kept in clean and presentable condition and shall meet the provincial (Ontario) safety standards and licensing requirements. Driving on turf areas shall be kept to an absolute minimum, and access to the site(s) through areas other than a road or paved areas specifically for that purpose is not permitted without prior written approval of the NCC. Fuelling is to be done off site before working hours and/or after working hours. Any repairs to vehicles are to be done off site.

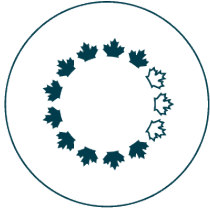
4.5 Equipment and Tool Inventory

All equipment and tools necessary to perform the work shall be supplied by the contractor. All equipment and tools shall be made available to the NCC representative, when requested, for inspection.

4.6 Traffic Control and Signage

All traffic control at work sites shall be the responsibility of the Contractor. The Contractor shall comply with the provincial uniform traffic control standards, and only Staff trained and certified in the aforementioned traffic control standards shall be used by the Contractor.

The Contractor shall not erect nor permit the erection of any sign or advertising on the Work or its site without the prior consent of the NCC.



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4.7 Consumables

Consumables are products that are routinely used while performing electrical repairs and maintenance. They include, but are not limited to, items such as electrical tape, screws, nails, tie-wraps, adhesives, caulking, cleaning products, connectors, marettes, guy clamps, rope, etc. Unless otherwise specified by the contractor in a written quote and subsequently agreed to by the NCC, consumables are understood to be included in the rates submitted in Appendix B.

4.8 Materials

All materials and parts supplied by the Contractor must be new and conform to applicable standards of Canada Government Standards Board, Standards Council of Canada, Canadian Standards Association (CSA), Underwriters Laboratory of Canada (ULC), and National Building Code. The replacement of any material must respect the original design requirements set out by the NCC.

The contractor shall not use lower quality material, nor shall the contractor mix types or qualities of material. When the material to be used is in question and/or if the Contractor is unable to find materials and equipment identical to those specified or being replaced, the Contractor shall present samples to the NCC for prior approval.

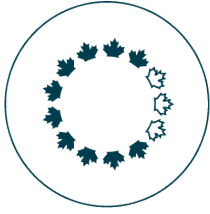
4.9 Disposal of Materials

Contractors should maintain a work area free from accumulated waste and rubbish, remove and dispose of debris, used and obsolete material daily. Contractors are responsible for the appropriate removal and disposal of all material used on the job at all times. Contractors must transport material to the municipally approved disposal site. In the case of hazardous materials, the contractors must transport material to the approved disposal site. The contractor is responsible for the payment of any associated fees to dispose of all material and for supplying the NCC with all pertinent documentation relating to disposal, at the discretion of the NCC. Movement restriction imposed by CFIA (Canadian Food Inspection Agency) must always be adhered to.

4.10 Removal of Staff

The NCC may at its sole discretion request the Contractor to reprimand or remove and one of the Contractor's employees or sub-contractors for any one or more of the following reasons. The Contractor is to promptly comply with such requests:

- a) Unfit to work; or
- b) Intoxication; or
- c) Electronic communication device use while engaged in performance of the work; or
- d) Use of foul, profane, vulgar or obscene language or gestures; or
- e) Failure to provide qualified personnel; or
- f) Disrupting work or workers; or
- g) Wilful, negligent or reckless action in disregard of safety or sanitary requirements; or
- h) Any action that the NCC may determine constitutes a public nuisance or disorderly conduct; or
- i) Any other reason considered appropriate, at the sole discretion of the NCC.



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

4.11 Health & Safety Requirements

In supplying the Goods and performing the Services, the Contractor is solely responsible for the safety of the jobsite and is to comply with the appropriate occupational safety and health standards, rules and regulations, and orders that are applicable to his actions and conduct. Safety of the public and tenants, while a job is being completed, will also be the responsibility of the Contractor. Personal Protective Equipment is to be used as required, be in good condition, appropriate to the tasks conducted and meet all regulatory standards. Safety devices and guards are to be in place and functioning. Observe construction safety measures required by Canadian Construction Safety Code, provincial Government, Worker's Compensation Board and municipal authority's, relating to construction safety measures. In any case of conflict or discrepancy the more stringent requirements shall apply. WSIB confirmation and insurance shall be submitted as required by the NCC.

4.12 Damage Caused by the Contractor

When and where applicable, the contractor shall ensure leased premises, including exterior landscaping, auxiliary buildings, and paved surfaces, are protected against damage until completion of work. The Contractor shall take particular care to minimize disruption to tenants and protect tenant belongings while work is completed.

The Contractor shall be responsible for any damage it causes. Any damage is to be reported immediately to the NCC. The scalping of turf, deterioration, or destruction of interior and exterior finishes, staining of pavement, etc., shall be considered damage.

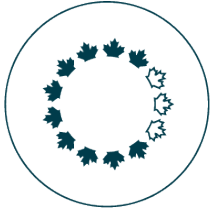
Repairs required because of damage caused by the Contractor shall be completed within seven (7) days of the occurrence unless otherwise approved by the NCC. If not, the NCC shall conduct the repairs at the Contractor's expense. In cases where the safety of the tenant or public is threatened, the Contractor shall correct the situation immediately.

4.13 Billable Hours

Working hours shall be calculated when the crew commences work at the site until work ceases at the site and encompass solely productive work time. Hours worked will not apply to time spent for paid for break periods (e.g. lunch break, washroom breaks, etc.), transportation of workers, material acquisition, material handling and delivery, or for movement of equipment, as this considered to be overhead and the cost shall be included in the hourly rate bid. The NCC does not pay overtime regardless of the number of hours worked, and travel time to and from the work site shall not be compensated.

- GENERAL SERVICE CALL
Hourly rate: 6 a.m. through 6 p.m. - Regular time Monday through Friday
- CALL OUTS AND EMERGENCY CALLS
Hourly rate: 6 p.m. to 6 a.m. (After hours) Monday through Friday, Weekends and Stat/Holidays.

The Contractor may be required to carry out work outside the normal working hours or ordinary working days without the prior approval of the NCC, where it is necessary in the interests of safety of the works or



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

where the work is required to protect property. In such circumstances the Contractor shall inform the NCC in writing of the circumstances as early as possible.

The Contractor will be expected to locate his own source of materials, parts, and equipment required to carry out the work under an Order and should make satisfactory arrangements for such to be available as required.

5 Status of Availability of Resources and Response Time- Offer

The SOA holder certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by NCC Technical Authority and must respond to an after hours/emergency call outs within 1 hour and be on site within 4 hours. The SOA holder must be available for work within 3 business days of general service calls. If for reasons beyond its control, the SOA holder is unable to provide the services of an individual named in its offer, the SOA holder may propose a substitute with similar qualifications and experience. The SOA holder must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications, and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the SOA holder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the SOA holder has proposed any individual who is not an employee of the SOA holder, the SOA holder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the NCC. The SOA holder must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the SOA holder and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

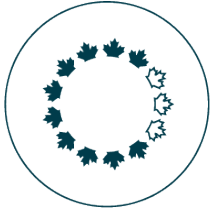
The SOA holder shall respond to NCC enquiries and service requests, be they by phone, text or email.

The SOA holder will be required to present control forms and reports, and information on disposal sites, to the satisfaction of the NCC Technical Authority.

6 SOA Unit Rates

The personnel hourly rates shall include all costs excluding applicable taxes, including but not limited to the following:

- a) The cost of all labour, materials and equipment;
- b) Mobilization and demobilization (including traffic control services, if required) are included to enable this work to be carried out effectively, efficiently and safely;
- c) Disposal or recycling of all construction waste;
- d) Any other costs and expenses.



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If the Contractor arrives on the site at the prearranged General Service time or Call out time and must wait for NCC Technical Authority, equipment, or instruction; that is to be deemed to be “standby” time. Standby time will be paid at regular hourly rates.

7 ROLES AND AUTHORITIES

Contracting Authority - NCC Senior Contract Officer:

Micheline Al-Koutsi
National Capital Commission
40 Elgin Street, Suite 202
Ottawa, ON K1P 1C7
Telephone: 343-552-5974
Email: micheline.al-koutsi@ncc-ccn.ca

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

NCC Technical Authority – Agricultural and Residential Property Management Team

- Is responsible for managing the SOA, and, on behalf of the NCC, is responsible for the day-to-day management of the SOA holder.
- Acts as a liaison between the NCC and the SOA holder.
- Is required to be kept informed at all times of the progress of the work and of any problems and/or potential changes to the scope, cost, schedule, quality of work, communications, or risks immediately as they occur.
- Is the only one with authorization for any change to the scope, cost or schedule of the SOA holder’s Call-up PO.

SOA holder’s Project Manager (PM)

The SOA holder shall appoint a Project Manager who:

Will be the SOA holder’s principal contact for the duration of the call-up.

Has full authority to act on behalf of the NCC on all aspects of the work except scope, cost and schedule changes (unless explicitly stated elsewhere in this RFSO document or additional direction is given by the NCC Technical Authority).

Shall ensure that proposed changes or refinements to the scope of work are communicated to the NCC Technical Authority for approval, together with any associated risks, cost implications or changes in schedule, and that all related issues are properly identified and reported.

Appendix A

Mandatory Requirements

1. Bidders must ensure full compliance with the following mandatory requirements;
2. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements documentation is required;
3. **Failure to clearly demonstrate full compliance or provide documents requested may result in the disqualification of the tender.**

MANDATORY ITEMS	Reference to your Bid (page number)
<p>1. License:</p> <ul style="list-style-type: none"> a. Bidders must be licensed electricians in the province of Ontario. Provide a copy of your company's license. b. Bidders must hold a valid Electrician Construction and Maintenance Certificate of Qualification. Provide a copy. 	
<p>2. Experience : Bidders must demonstrate that their company has a minimum of five (5) years of residential electrical experience in order to undertake and execute the work described in these Terms of Reference.</p> <p>To demonstrate the experience, bidders must provide a minimum of three (3) project summaries which include the following details:</p> <ul style="list-style-type: none"> a. Name of owner; b. Description of the project(s); c. Scope of project(s); 	
<p>3. Reference : Provide three (3) references with contact information for each project described. The NCC reserves the right to contact project references to verify the information provided.</p>	
<p>4. Availability: The bidder must be able to respond to emergency response calls in the Ottawa, Ontario region.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

APPENDIX B
Electrical Services
SOA UNIT PRICE TABLE in Canadian dollars only

Estimated quantities for bid evaluation purposes only Prices quoted are all-inclusive all taxes are extra to the unit price quoted				from date of award to March 31, 2024	April 1, 2024 to March 31, 2025	April 1, 2025 to March 31, 2026				
ITEM NO.	ITEM	DESCRIPTION	Unit of measure (A)	YEAR 1 (B) Hourly rate	TOTAL YEAR 1 A x B=(C)	YEAR 2 (D) Hourly rate	TOTAL YEAR 2 A x D=(E)	YEAR 3 (F) Hourly Rate	TOTAL YEAR 3 A x F=(G)	TOTAL Years 1, 2, 3 C+E+G=(H)
1	Regular service, 6 a.m. through 6 p.m. Monday through Friday (plus materials)	Electrician Journeyman	3 hours	\$	\$	\$	\$	\$	\$	\$
2		Master Electrician	3 hours	\$	\$	\$	\$	\$	\$	\$
3		Apprentice Electrician	3 hours	\$	\$	\$	\$	\$	\$	\$
5	Emergency service, after hours Monday through Friday, Weekends and Stat/Holidays (plus materials)	Electrician Journeyman	3 hours	\$	\$	\$	\$	\$	\$	\$
6		Master Electrician	3 hours	\$	\$	\$	\$	\$	\$	\$
7		Apprentice Electrician	3 hours	\$	\$	\$	\$	\$	\$	\$
9	120 V baseboard heater	Fixed rate to remove existing, supply and install new 120 V baseboard heater 6ft, medium grade product	1 heater	\$	\$	\$	\$	\$	\$	\$
10	Ceiling fixtures	Fixed rate to remove existing, supply, and install ceiling fixtures	1 fixture	\$	\$	\$	\$	\$	\$	\$
11	Electrical outlet and plate	Fixed rate to remove existing electrical outlet and plate and install new Decora outlet and white plate	1 plug and plate	\$	\$	\$	\$	\$	\$	\$
12	Electrical switch and plate	Fixed rate to remove existing electrical switch and plate and install new Decora switch and white plate	1 switch and plate	\$	\$	\$	\$	\$	\$	\$
13	Smoke and carbon monoxide detector	Fixed rate to remove existing smoke/co2 detector and install new 10-year battery powered smoke and carbon monoxide detector	1 smoke and carbon monoxide detector	\$	\$	\$	\$	\$	\$	\$
13	Smoke and carbon monoxide detector	Fixed rate to remove existing smoke/co2 detector and install new hardwired smoke and carbon monoxide detector	1 smoke and carbon monoxide detector	\$	\$	\$	\$	\$	\$	\$
14	Wire new heating equipment	Fixed rate to wire new heating equipment (furnaces and heat pumps) to the panel	Lump Sum	\$	\$	\$	\$	\$	\$	\$
15	Service upgrade	Fixed rate to to complete service upgrade (100A to 200A); includes removal of existing panel and breakers, supply and install new panel, breakers and wiring	Lump Sum	\$	\$	\$	\$	\$	\$	\$
TOTAL EVALUATED PRICE					\$		\$		\$	\$

Company Name: _____

Company Authorized Representative Name: _____

Signature: _____

Date: _____

APPENDIX “C” – 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
Instructions, or, Annexes / Appendices required from bidders with the technical proposal		
1	Complete and sign the NCC’s Title Page (Page 1) and submit it with your Technical Proposal (email #1). All addendums issued must be acknowledged	<input type="checkbox"/>
2	Complete Appendix “A” - Mandatory Requirements and ensure it forms part of your Technical Proposal	<input type="checkbox"/>
3	Ensure that your Technical Bid does not contain a copy of your Financial Bid	<input type="checkbox"/>
4	Ensure that your Technical and Financial Proposals are in separate emails	<input type="checkbox"/>
Appendix to be submitted with financial proposal		
5	Complete and sign Appendix “B” – Financial Bid	<input type="checkbox"/>
Optional appendix to be submitted with technical proposal		
6	Complete and insert Appendix “C” Bidder’s Checklist and submit it with your Technical Proposal	<input type="checkbox"/>
Annexes / Appendices only required of top ranked bidders for award of a Standing Offer Agreement		
7	Annex “A” – Supplier Direct Payment and Tax Information Form to your Technical Bid	<input type="checkbox"/>
8	Annex “B” Certificate of Insurance	<input type="checkbox"/>

New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du fournisseur

**ANNEX A : SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
ANNEXE A : FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat				
Contract for services only / Contrat de services seulement <input type="checkbox"/>	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>	Contract for goods only / Contrat de biens seulement <input type="checkbox"/>		
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque avec ce formulaire

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

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

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

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

Until we process your completed form, we will still pay you by check.

You must notify the NCC of any changes to your financial institution, branch or account number. You will then have to complete a new form.

The account you identified has to hold Canadian funds at a financial institution in Canada.

The advantages of direct deposit payment

Direct deposit payment is a convenient, dependable, safe and timesaving way to receive your invoice payment. Direct deposit payment is completely confidential.

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins de l'impôt

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Superviseure aux comptes payable
(613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

Vous devez aviser la CCN de tout changement d'institution financière, de succursale ou de numéro de compte. Vous devrez donc remplir un nouveau formulaire.

Le compte que vous désignez doit être un compte en monnaie canadienne, détenu dans une institution financière au Canada.

Avantages du paiement par dépôt direct

Le paiement par dépôt direct est une méthode pratique, fiable et sécuritaire, qui permet de gagner du temps dans la réception de vos paiements de factures. Le paiement par dépôt direct est entièrement confidentiel.

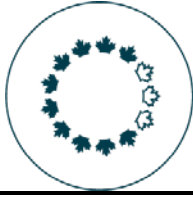
Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.


**CERTIFICAT OF INSURANCE
ATTESTATION D'ASSURANCE**

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

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



GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

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

2. Assignment and Subcontracting

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

3. Indemnification

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

4. Property of the National Capital Commission

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

5. Permits and By-Laws

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

GENERAL CONDITIONS

6. Canadian Labour and Materials

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

7. Publicity

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

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

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

9. Contractor's Superintendent and Workers

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

10. Co-operation with other Contractors

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

11. Claims Against and Obligations of the Contractor or Subcontractor

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

GENERAL CONDITIONS

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

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

12. NCC Technical Authority's Rights and Obligations

The NCC Technical Authority shall:

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

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

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

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

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

14. Changes in soil conditions, National Capital Commission delays

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

GENERAL CONDITIONS

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

15. Protesting NCC Technical Authority's Decision

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

16. Suspension or Termination of the Contract

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

GENERAL CONDITIONS

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

17. Security Deposit

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

18. No Additional Payment

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

19. Determination of Costs

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

20. Records to be Kept by Contractor

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

GENERAL CONDITIONS

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

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

21. Extension of Time

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

22. Cleaning of Work

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

23. NCC Technical Authority's Certificates

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

24. Payment

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

GENERAL CONDITIONS

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

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25. Correction of defects

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

26. Liability Insurance

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

27. Workers Compensation

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

Occupational Health and Safety Requirements

1. General

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

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

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

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)



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

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

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

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

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

<p>We hereby AGREE to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the price (s) set out therefore.</p> <p>Nous CONSENTONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées au recto de la présente et au(x) prix indique(s) les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-dessus et sur toute feuille ci-annexée.</p>	<p>_____</p> <p>Print Name - Nom en majuscules</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Date</p>
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1. PARTICULARS OF THE STANDING OFFER / PARTICULARITES DE LA CONVENTION D'OFFRE À COMMANDES:

1.1 GENERAL:

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

It is understood and agreed that:

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

GENERALITES:

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

Il est entendu et convenu:

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

1.2 ASSIGNMENT AND SUBCONTRACTING:

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

CESSIONS ET SOUS-TRAITANCE:

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

1.3 PERTINENT LAWS:

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

LOIS PERTINENTES:

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



1.4 PERMITS AND BY-LAWS:

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

LOIS ET PERMIS MUNICIPAUX:

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

1.5 NOTIFICATION OF WITHDRAWAL/REVISION:

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

AVIS DE RETRAIT/REVISIONS:

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

1.6 EQUIVALENT MEANINGS:

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

SIGNIFICATIONS EQUIVALENTES:

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

1.7 DESIGNATED USERS:

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

UTILISATEURS DESIGNES:

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

1.8 PERIOD OF STANDING OFFER:

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

PERIODE DE LA CONVENTION D'OFFRE À COMMANDES:

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



1.9 TOTAL ESTIMATED EXPENDITURE:

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

VALEUR ESTIMATIVE TOTAL:

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

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

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

LIMITATION DE LA VALEUR DES COMMANDES SUBSEQUENTES (INDIVIDUELLES):

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

1.11 PURCHASE ORDER INSTRUMENT:

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

INSTRUMENT DE COMMANDE:

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

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

2.1 STATEMENT OF REQUIREMENT:

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

DEFINITION DES BESOINS:

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

2.2 PRICES/RATES (excl taxes):



2.3 DUTIES AND TAXES:

Notwithstanding any other provision of this document:

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

MUNICIPAL TAXES are not applicable.

DROITS DE DOUANE ET TAXES:

Nonobstant toute autre disposition de ce document:

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

Les TAXES MUNICIPALES ne s'appliquent pas.

2.4 INSPECTION AND ACCEPTANCE:

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

INSPECTION ET ACCEPTATION:

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

2.5 INVOICING:

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

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

FACTURATION:

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

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



3. CONDITIONS:

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

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

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

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

3.2 CHANGES:

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

MODIFICATIONS:

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

3.3 CONFLICT OF INTEREST AND POST-EMPLOYMENT CODE:

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

CONFLITS D'INTERETS ET L'APRES-MANDAT:

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

3.4 DISCRETIONARY AUDIT:

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

VERIFICATION DISCRETIONNAIRE:

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



3.5 AUDIT:

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

VERIFICATION:

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

3.6 METHOD OF PAYMENT:

1. Payment by the Commission shall be made within:

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

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

3. It is a term of every contract providing for the payment of any money by the Commission that payment thereunder is subject to there being an appropriation for the particular service for the fiscal year in which any commitment thereunder would come in course of payment.

MODALITES DE PAIEMENT:

1. La Commission paiera pour chaque livraison:

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

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

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