

PROJECT TITLE:	Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update		
		Contract Number	
RETURN BID TO:	National Capital Commission Bids-soumissions@ncc-ccn.ca		
	May 23, 2023		
SOLICITATION CLOSING DATE AND TIME:	3:00 pm Daylight Saving Time (DST) Bids received after this closing date an	d time will not be accepted.	

Address all inquiries in writing to: Micheline Al-Koutsi, Senior Contract Officer, NCC, by email at <u>Micheline.al-koutsi@ncc-ccn.ca</u>. (See section Part 2, item 2.3 - Enquiries – Bid Solicitation).

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

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

BUSINESS NAME AND ADDRESS OF BIDDER (please print or type)			
Name: Address:			
Telephone No.:		Fax No.:	
Email:			
		he terms and conditions set out herein, † "B" - Financial Bid; my /our Bid and all A	
	person authorized to sign on behalf of ler (<i>please print or type</i>)	Signature	Date
		h the terms and conditions set out herei 'B" - Financial Bid; your Bid and all Adde	
c	e of the person authorized to sign n behalf of the NCC please print or type)	Signature	Date



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DEFINITIONS AND TERMINOLOGY

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



PART 1 - GENERAL INFORMATION

1.1 Introduction

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

Part 1 - General Information: provides a general explanation of this bid solicitation and provides additional General Information.

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

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

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

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

List of Appendices include:

- Appendix "A" Statement of Work
- Appendix "A-1" Bidders' Checklist
- Appendix "A-2" Rated Criteria
- Appendix "B" Financial Bid

List of Annexes include:

- Annex "A" Certificate of Insurance
- Annex "B" Personnel screening, consent and authorization Form
- Annex "C" Supplier Direct deposit payment and tax information Form
- Annex "D" Contractor Performance Evaluation Report Form

1.2 Summary

1.2.1 The NCC is seeking to establish a contract for **Professional Services in Long Term Integrated** Interprovincial Crossings Plan for the National Capital Region Technical Update as defined in Appendix "A" – Statement of Work.

1.3 Debriefings

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



1.4 Bid Validity Period

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

1.5 Language of Bid Submission

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

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

The NCC shall not be obligated to reimburse or compensate any Bidder, its sub-Consultants or manufacturers for their Bid submission for any costs incurred in connection with the preparation of a response to this bid solicitation.

2.2 Submission of Bids

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

Bid solicitation transmitted by facsimile <u>WILL NOT</u> be accepted.



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

2.3 Enquiries - Bid Solicitation

- 2.3.1 All enquiries must be submitted in writing to the Senior Contract Officer, identified on the title page (page 1) of this bid solicitation as early as possible within the solicitation period and no later than <u>7 calendar days</u> to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided.
- 2.3.2 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the NCC to provide an accurate answer. Technical enquiries, that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where the NCC determines that the enquiry is not of a proprietary nature. The NCC may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered by addenda to all Bidders.
- 2.3.3 To ensure consistency and quality of the information provided to all Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an addendum. All enquiries and other communications related to this bid solicitation sent throughout the solicitation period are to be directed ONLY to the Senior Contract Officer identified on the title page (page 1). Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a bid.

2.4 Bidder's Checklist

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

2.5 Financial Bid Inclusions

Bidders should include the following information in their Financial Bid:

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

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

2.6 Security Requirement

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



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

2.7 Applicable Laws

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

2.8 Improvement of Requirement during Solicitation Period

Should Bidders consider that the Terms of Reference contained in this bid solicitation could be improved technically or technologically, Bidders are invited to make suggestions, in writing, to the Senior Contract Officer identified on the title page (page 1) of this bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular Bidder will be given consideration provided they are submitted to the Senior Contract Officer at least seven (7) calendar days before the bid closing date. The NCC reserves the right to accept or reject any or all suggestions.

2.9 Minor Aberrations

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

2.10 Only one Bid Submission from an Entity will be accepted

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

2.11 Bid Proprietary and Confidentiality

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

Bids will be held in strict confidence until opening.

2.12 Revision to Bid Submissions

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



2.13 Unacceptable Bids

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

2.14 Access to Information

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

2.15 Acceptance of Bid

- 2.15.1 The NCC may accept any bid, whether it is the lowest or not, or may reject any or all bids.
- 2.15.2 Without limiting the generality of item 2.15.1, the NCC may reject a bid if any of the following circumstances are present:
 - (a) the Bidder, or any employee or sub-Consultant included as part of the bid, have been convicted under section 121 ("Frauds on the government" & "Consultant subscribing to election fund"), 124 ("Selling or purchasing office"), 380 (Fraud committed against Her Majesty) or 418 ("Selling defective stores to Her Majesty") of the Criminal Code of Canada, or under paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against her Majesty) or Section 154.01 (Fraud against her Majesty) of the *Financial Administration Act*;
 - (b) the Bidder's bidding privileges are suspended or are in the process of being suspended;
 - (c) the bidding privileges of any employee or sub-Consultant included as part of the bid are suspended or are in the process of being suspended, which suspension or pending suspension would render that employee or sub-Consultant ineligible to bid on the Work, or the portion of the Work the employee or sub-Consultant is to perform;
 - (d) with respect to current or prior transactions with the NCC
 - (i) the Bidder is bankrupt or if, for whatever reason, its activities are rendered inoperable for an extended period;
 - evidence, satisfactory to the NCC, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any sub-Consultant included as part of its bid;
 - (iii) the NCC has exercised, or intends to exercise, the contractual remedy of taking the work out of the Consultant's hands with respect to a contract with the Bidder, any of its employees or any sub-Consultant included as part of its bid; or
 - (iv) the NCC determines that the Bidder's performance on other contracts is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 2.15.3 In assessing the Bidder's performance on other contracts pursuant to item 2.15.2(d)(iv), the NCC may consider, but not be limited to, such matters as:
 - (a) the quality of workmanship in performing the Work;
 - (b) the timeliness of completion of the Work;



- (c) the overall management of the Work and its effect on the level of effort demanded of the NCC and its representative; and
- (d) the completeness and effectiveness of the Consultant's safety program during the performance of the Work.
- 2.15.4 Without limiting the generality of items 2.15.1, 2.15.2 and 2.15.3, the NCC may reject any based on an unfavourable assessment of the:
 - (a) adequacy of the bid price to permit the work to be carried out and, in the case of a tender providing prices per unit, whether each such price reasonably reflects the cost of performing the part of the work to which that price applies;
 - (b) Bidder's ability to provide the necessary management structure, skilled personnel, experience and equipment to perform competently the work under the Contract; and
 - (c) Bidder's performance on other contracts.
- 2.15.5 If the NCC intends to reject a bid pursuant to a provision of items 2.15.1, 2.15.2, 2.15.3 or 2.15.4 other than item 2.15.2(b), the NCC shall so inform the Bidder and provide the Bidder ten (10) calendar days within which to make representation, prior to making a final decision on the bid rejection.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The NCC requests that Bidders submit their bid to provide **Professional Services in Long-Term Integrated Interprovincial Crossings Plan for the National Capital Region** to the NCC as per the attached Appendix "A" – Statement of Work, in separate sections as follows:

- In email #1: Technical Bid
- In email #2: Financial Bid

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

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

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

3.2 Mandatory Requirements

Not applicable.

3.3 Technical Bid

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



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

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

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

3.4 Financial Bid

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

When preparing their Financial Bid, Bidders should review Part 5, item 14 - Basis of Payment of this bid solicitation.

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

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- 4.1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of NCC will evaluate the Bid submissions.

4.2 Technical Evaluation

4.2.1 Please reference Appendix "A-2" – Rated Criteria (PRTC), attached herein. Rated criteria not addressed will be given a score of zero.

4.3 Financial Evaluation

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



4.4 Basis of Selection

Highest Combined Rating of Technical Merit (70%) and Price (30%).

- 4.4.1 To be declared responsive, a bid must:
 - a) comply with all the requirements of the bid solicitation;
 - b) meet all technical evaluation criteria; and
 - c) score a minimum of 60% on the technical proposal (total point rated score of 42 out of a maximum of 70 technical points).
- 4.4.2. The responsive Bid with the lowest overall price will receive 30 points (maximum pricing score). The other responsive bids will be allocated pricing points prorated against the lowest evaluated price as per table below:

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		68/70	52/70	45/70
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
	Technical Merit Score	68/70 x 70 = 67.90	52/70 x 70 = 51.80	45/70 x 70 = 44.80
Calculations	Pricing Score	45/55 x 30 = 24.30	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Ra	ting	92.20	78.80	74.00
Overall Rating		1st	2nd	3rd

4.5 Bid Compliancy

- 4.5.1 To be declared compliant a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) obtain the required minimum number of points specified in Appendix "A-2" Rated Criteria.
- 4.5.2 Bids not meeting the criteria in item 4.5.1 will be declared non-compliant. The NCC reserves the right to not accept the successful Bid or any of the Bids received, to cancel this bid solicitation and/or reissue this bid solicitation in its original or revised form. The NCC also reserves the right to negotiate with the successful bidders and/or all bidders



4.5.3 In the event two or more responsive bids have identical highest combined rating (within a decimal place i.e.82.12 vs 82.18, the responsive bid that offers the lowest evaluated price will be recommended for award of a contract.

4.6 Assessing a Bid

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



PART 5 - RESULTING CONTRACT CLAUSES

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

5.1 Terms of Reference

The Consultant shall perform the Work in accordance with the Appendix "A" – Terms of Reference and the Consultant's technical bid entitled _____, dated _____.

5.2 **Priority of Documents**

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

- (1) Any amendment or variation to the contract documents;
- (2) This bid solicitation;
- (3) Appendix "A" Terms of Reference;
- (4) Appendix "B" Financial Bid;
- (5) The Consultant's bid dated

5.3 Security Requirement

The NCC complies with <u>Treasury Board's Policy on Government Security</u> and consequently, it will require that the Consultant'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 Consultant's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability***.

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

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

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

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

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

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



5.3.1 Company Security Representative

The Consultant 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 Consultant's firm;
- They must have a security clearance (the NCC will process the clearances once the individuals have been identified).

5.3.2 Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

5.3.3 Access to site

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

5.3.4 References

<u>Security of Information Act</u> <u>Access to Information Act</u> <u>Privacy Act</u> Policy on Government Security

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

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

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



5.4 Successors and Assigns

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

5.5 Assignment

- 5.5.1 The contract shall not be assigned in whole or in part by the Consultant without the prior written consent of the NCC. Any assignment made without that consent is void and of no effect.
- 5.5.2 No assignment of the contract shall relieve the Consultant from any obligation under the contract or impose any liability upon the NCC.

5.6 Time of the Essence

- 5.6.1 Time is of the essence of the contract. It is essential that the Work be performed within or at the time stated in the Contract.
- 5.6.2 Any delay by the Consultant in performing the Consultant's obligations under the contract which is caused by an event beyond the control of the Consultant, and which could not have been avoided by the Consultant without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and exceptional weather conditions of extreme violence or intensity.
- 5.6.3 The Consultant shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Client Representative, the Consultant shall deliver a description, which is satisfactory to the NCC Client Representative of work-around plans including alternative sources and any other means that the Consultant will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Client Representative of the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 5.6.4 Unless the Consultant complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.

5.7 Insurance

5.7.1 General

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



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

5.8 Term of Contract

The period of the Contract is from signature of the Contract until January 31, 2025 inclusively.

5.9 Code of Conduct

The Consultant must comply with the NCC Code of Conduct which is available on the NCC website.

5.10 Termination or Suspension not due to Default of the Consultant

- 5.10.1 The NCC may, by giving written notice to the Consultant, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 5.10.2 All work completed by the Consultant to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, the NCC shall pay the Consultant's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 5.10.3 In addition to the amount which the Consultant shall be paid under the item 5.10.2 and the Financial Bid Appendix "B", the Consultant shall be reimbursed for the reasonable Consultant's cost of and incidental to the cancellation of obligations incurred by the Consultant pursuant to such notice and obligations incurred by or to which the Consultant is subject with respect to the work.
- 5.10.4 Payment and reimbursement under the provisions of item 14 of Part 5 and Financial Bid Appendix "B", shall be made only to the extent that they are established to the satisfaction of the NCC Client Representative, that the costs and expenses were actually incurred by the Consultant, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.



- 5.10.5 The Consultant shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Consultant under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 5.10.6 The Consultant shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC except as expressly provided therein.

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

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



5.12 Authorities

5.12.1 NCC Contracting Authority:

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

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

5.12.2 NCC Client Representative

(Name to be entered upon Contract award)

Senior Transportation Planner National Capital Commission 40 Elgin Street, Suite 202 Ottawa, ON K1P 1C7 Telephone: 613-239-5678 ext. Email: <u>@ncc-ccn.ca</u>

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

5.12.3 Consultant's Representative

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

5.13 Inspection and Acceptance of the Work

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



5.14 Basis of Payment

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

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

During the period of the Contract, the Consultant will be paid as specified below, for Work performed in accordance with the Contract.

Refer to Appendix "B"- Financial Bid - Professional Services Price Table		
Subtotal Professional Services Price \$		
13% HST	\$	
Total Professional Services Price – Contract Amount	\$	

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

5.15 Method of Payment

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

□ Single Payment

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

Milestone Payment

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

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

All payments will be NET thirty (30) days.

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



Milestones	Dates	Cumulative Payment Schedule
Phase 1 -Existing conditions, travel patterns and trends analysis	June 2023 – September 2023	20%
Phase 2 - Travel demand model updates and preliminary analysis of future 2050 scenarios	June 2023 – January 2024	50%
Phase 3 - Travel demand model refinements of baseline and 2050 alternative scenarios	March 2024 – June 2024	80%
Phase 4 -Technical Update Addendum and associated documentationA) Draft DocumentationB) Final Documentation	June 2024 – September 2024 October 2024 – January 2025	100%

5.16 Records to be kept by Consultant

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

5.17 Invoicing Instructions

The Consultant must submit invoices in accordance with the services rendered in accordance with Appendix A – Statement of Work. Invoices cannot be submitted until all work identified in the invoice is completed or accepted by the NCC.

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

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

5.18 Conflict of Interest - Other Work

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

- 5.18.1 If its work under the subject Contract involved access to information that would for any reason create a real or apparent conflict of interest or unfair advantage over other potential suppliers for any resulting contract(s), for the Work performed under its Contract, the Consultant must not bid for any of that resulting contract(s); and
- 5.18.2 The NCC will disqualify any bid from the Consultant (or any entity that either controls or is controlled by the Consultant or, together with the Consultant, is under the common control of a third party, as well as such third party) for contracts, on any other work of this project for the Work performed under



its Contract, as described in this clause, in respect to which the NCC determines, at its sole discretion, that the Bidder's involvement in this Contract, whether direct or indirect, has resulted in a real or apparent conflict of interest or unfair advantage over other suppliers for the work subject to the solicitation.

5.19 Limitation of Liability

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

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

5.20 Ownership of Intellectual and Other Property including Copyright

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

5.21 Indemnification

5.21.1 The Consultant shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any act, omission or



delay on the part of the Consultant, the Consultant's servants or agents in performing the work or as a result of the work.

- 5.21.2 The Consultant shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Consultant's obligations under the contract, and in respect of the use of or disposal by the NCC of anything furnished pursuant to the contract.
- 5.21.3 The Consultant's liability to indemnify or reimburse the NCC under the contract shall not affect or prejudice the NCC from exercising any other rights under law.

5.22 Notices

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

5.23 Canadian Labour and Materials

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

5.24 Conflict of Interest

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

5.25 Consultant Status

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



5.26 Warranty by Consultant

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

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

5.27 Amendments

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

5.28 Hours and Place of Work

When the Work is to be carried out in the NCC's offices, the Consultant shall, in the interests of coordination, adopt the same hours of work as the NCC's employees.

5.29 No Additional Remuneration

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

5.30 Compliance with Legal Requirements

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

5.31 Responsibility of the NCC

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

5.32 Ownership of Documents

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

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

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

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



5.33 Managers, Employees, Agents and Sub-Consultants

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

5.34 Use of NCC Geomatics' Database

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

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

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

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

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

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

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

5.35 Entire Agreement

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

APPENDIX "A"

STATEMENT OF WORK PROFESSIONAL SERVICES

Long-Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

April 17th, 2023

1



1. INTRODUCTION

In 2019, the NCC received government direction to develop a Long-Term Integrated Interprovincial Crossings Plan, which was approved by the NCC Board of Directors in early 2022 (<u>https://ncc-ccn.gc.ca/our-plans/long-term-integrated-interprovincial-crossings-plan</u>). The Plan sets out a vision for the interprovincial movement of people and goods in the National Capital Region today and towards 2050. It includes key directions, strategies, and initiatives to help the region achieve common goals and objectives. Baseline and future scenarios were developed to compare how different transportation initiatives and investments will impact interprovincial travel patterns and behaviour in the National Capital Region (NCR), and how those scenarios help achieve the vision.

The Plan and its scenarios were developed using the most up-to-date regional travel data and long-range travel demand models (TRANS models) available at the time (2011). New regional residential travel data was collected in late 2022 and is expected to be available in mid-2023. In addition, new interprovincial commercial vehicle data and a new regional TRANS model are expected to be available in 2024. The NCC is now seeking the services of an experienced and qualified firm to assist with producing a Technical Update Addendum to the Plan based on these more recent regional travel data sets and travel demand models.

The primary focus of this assignment will include a significant amount of data review and traffic modelling from a regional perspective with the assumption that the current Plan's vision and objectives, all remain valid and do not need to change.

2. PROJECT OBJECTIVES

2.1 Goal

The overall goal of this project is to provide a Technical Update Addendum to the NCC Long-Term Integrated Interprovincial Crossing Plan based on the most recent regional travel data and long-range travel demand models, including refreshing all key findings associated with its baseline and future alternative scenarios.

2.2 Objectives

The underlying objectives of the project are to:

- Analyze regional interprovincial travel trends based on the most up-to-date NCR origindestination travel data, interprovincial commercial vehicle data and all other available interprovincial mobility data sets
- Update the Plan's baseline transportation scenario using the most up-to-date data and travel demand models to reflect the NCR's current trajectory towards the year 2050
- Update future alternative scenarios based on the most up-to-date data and travel demand models
- Assess each alternative future scenario in terms of fulfilling the vision, pillars and objectives of the existing Plan

• Provide key findings for the updated baseline and alternative scenarios, including a summary of changes compared to baseline and alternative scenarios in the original Plan

3. BACKGROUND & PLANNING CONTEXT

The NCR covers an area of 4,715 km² straddling the Ottawa River and comprises the municipalities of Gatineau and Ottawa and surrounding rural communities. The 2021 population of the Ottawa-Gatineau Census Metropolitan Area was slightly over 1.4 million.

The five existing federally owned interprovincial crossings (Champlain Bridge, Chaudière Crossing, Portage Bridge, Alexandra Bridge, and Macdonald-Cartier Bridge) are critical to the livability and economic vitality of the region. Starting in 2023, a sixth bridge, the Chief William Commanda Bridge, owned by the City of Ottawa, will be used for active mobility. Past studies have proposed its potential for use as a future light rail crossing in the long term.

The Chaudière Crossing is currently being rehabilitated and major maintenance work is ongoing. Alexandra Bridge will be closed for replacement within the next decade for a period of approximately four years, which will have temporary implications for overall regional travel patterns.

All levels of government are, in various ways, trying to work across jurisdictional and organizational boundaries to improve sustainable mobility. This intricacy illustrates the need for a holistic long-term vision and blueprint for moving forward collectively toward more sustainable and integrated interprovincial transport focused on connectivity and sustainable mobility, while recognizing the respective roles and responsibilities of the agencies.

The scenarios of the Plan were developed based on the many plans and policies in land use and mobility planning from provincial, and municipal governments. This update is not intended to revisit this information, but the proponent should be familiar with plans and policies in the NCR.

4. SCOPE OF WORK

The scope of work for the review of the Plan is divided into the following four phases:

- Phase 1 Existing conditions, travel patterns and trends analysis
- Phase 2 Travel demand model updates and preliminary analysis of future 2050 scenarios
- Phase 3 Travel demand model refinements of baseline and 2050 alternative scenarios
- Phase 4 Technical Update Addendum and associated documentation

4.1 Phase 1 – Existing conditions, travel patterns and trends analysis

This phase includes:

• Review recent studies, emerging issues, plans, policies and strategic frameworks of the NCC and its partners since the development of the original plan. The scope of the review will identify all key new documents and directions that impact interprovincial mobility in the National Capital Region with a focus on reporting about existing conditions and baseline assumptions;

STATEMENT OF WORK

Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update Addendum

- Study and review all regional interprovincial travel data and trends, including key changes between the 2011 and 2022 origin-destination residential travel data and updated commercial vehicle data sets. These two main sources of data will be made available to the proponent for this project;
- Review changing global and local mobility context that has emerged from the COVID-19 pandemic and report on impacts related to the National Capital Region context;
- Review as needed additional information which may include items such as land use data, count data, traffic and cycling data, Automatic Passenger Count (APC) transit data, Park and Ride lot data, parking data, etc.;
- Identify any potential new opportunities, gaps and/or constraints related to the most up-to-date regional travel patterns and trends.

Deliverables:

- Technical report documenting current conditions and travel patterns, as well as new trends, issues and opportunities not foreseen during the development of the existing Plan. Key findings need to be presented and discussed in relation to the vision, pillars and objectives of the Plan
- Supporting materials for successfully presenting and communicating key elements of this phase throughout the project

4.2 Phase 2 – Travel demand model updates and preliminary analysis of future 2050 scenarios

During this phase, the proponent will initiate updates and analysis of the future 2050 baseline and alternative scenarios. The proponent will conduct this long-range travel demandmodeling exercise with the most up-to-date regional TRANS models, which have undergone several enhancements since the plan was originally developed.

Proponents will require a demonstrated knowledge of the NCR TRANS long-range travel demand models and features during this phase, including the new Commercial Vehicle Model (<u>http://www.ncr-trans-rcn.ca/model/</u>). The successful proponent will be required to fully understand, modify and test various TRANS model scenarios during this phase. This requires an understanding of existing TRANS model details such as model components, structure, segmentation, and input requirements in order to update and evaluate the various travel demand model scenarios for this project.

This phase includes:

- Update future 2050 Baseline and Alternative Scenarios for the year 2050 using the most up-todate data and long-range travel demand models. Assume a minimum of 12 future EMME travel demand and commercial vehicle model scenarios to be updated and analyzed, including additional scenario variations and review that may require further transportation modeling work. Also assume that modelling tools/procedures developed in phase 2 may need to be updated as a result of the TRANS transportation model update;
- Summarize key findings and comparisons to the last plan for each future 2050 scenario;
- Identify any remaining gaps and limitations for each future scenario to achieve the vision, goals, strategies and actions of the Plan.

Deliverables:

- Technical report documenting the updated 2050 Baseline and Alternative Scenarios, including key findings and comparisons to the last plan for each scenario to achieve the vision, goals, strategies and actions of the Plan
- Supporting materials for successfully presenting and communicating key elements of this phase throughout the project.

4.3 Phase 3 – Travel demand model refinements of baseline and 2050 alternative scenarios

This phase includes refining the 2050 baseline and future scenarios and analysis from Phase 2. The consultant will have access to the new TRANS model at this stage. The new model will integrate the most up-to-date residential and commercial vehicle movement data available, with potential additional updates expected in mid-2024 to further refine interprovincial truck movement data for interprovincial truck tour patterns (origins, destinations and stopping locations).

This phase includes:

- Refine future 2050 Baseline and Alternative Scenarios using the most up-to-date data and the new TRANS model that will be available in early 2024. Assume a minimum 12 future EMME travel demand and commercial vehicle model scenarios to be refined and analyzed, including additional scenario variations and review that may require further modeling work. Also assume that modelling tools/procedures developed in Phase 2 may need to be updated as a result of the TRANS model update;
- Confirm key findings and comparisons to the last plan for each future 2050 scenario;
- Confirm remaining gaps and limitations for each future scenario to achieve the vision, goals, strategies and actions of the Plan.

Deliverables:

- Technical report outlining Phase 3 process including refinement and confirmation of key findings and comparisons to the last plan for each scenario to achieve the vision, goals, strategies and actions of the Plan
- Supporting materials for successfully presenting and communicating key elements of this phase throughout the project.

4.4 Phase 4 – Technical Update Addendum and associated documentation

The final phase of the project includes providing the draft and final Technical Update Addendum for approval that summarizes the overall process and highlights all key findings and conclusions compared to the original plan that was approved by the NCC Board of Directors in January 2022. Final versions of all technical reports from earlier phases are also included in this phase.

This phase includes:

• Preparing the draft and final Technical Update Addendum through incorporating the work of all previous phases

STATEMENT OF WORK

Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update Addendum

• Revising assumptions on future transport demand management strategies and documents as appropriate, following input from the project team and partners.

Deliverables:

- Draft and Final Technical Update Addendum;
- Supporting materials for successfully presenting and communicating key elements of this phase throughout the project;
- All files (EMME, Excel, Access or any other format) produced for this project including any files used in model estimation, calibration, and validation.

5. PROJECT ADMINISTRATION

Bidders shall provide a well-organized Project Manager who will be accountable for all the tasks under this assignment. The Project Manager will act as the primary contact between the Contractor and the NCC for both technical and administrative purposes.

The NCC will oversee all aspects of this assignment. Representatives from the NCC will provide direction and management for the assignment, and they will be available to discuss or make decisions on day-today issues, as required. The project will be directed by the NCC Executive Leader, Planning Studies, Bridges Program and managed by the NCC Senior Transportation Planner with input by inter-agency Steering and technical Committees comprised of staff from the NCC, Public Services and Procurement Canada (PSPC), Ministère des transports et de la mobilité durable du Québec (MTMD), Ontario Ministry of Transportation (MTO), cities of Gatineau and Ottawa (including OC Transpo), and the Société de transport de l'Outaouais (STO).

The successful proponent will report on request to the NCC Senior Transportation Planner.

5.1 Project Schedule and Timing

Based on the project requirements and major tasks outlined in Section 4, Bidders will provide a detailed work program and schedule for the assignment. The project schedule should indicate the approximate dates for the beginning and end of key tasks, meetings, and deliverables. Expected milestone dates for the assignment are:

Posting of RFP	May 2023
Award of Contract	June 2023
Phase 1 -Existing conditions, travel patterns and trends analysis	June 2023 – September 2023
Phase 2 - Travel demand model updates and preliminary analysis	June 2023 – January 2024
of future 2050 scenarios	
Phase 3 - Travel demand model refinements of baseline and 2050	March 2024 – June 2024
alternative scenarios	

Phase 4 -Technical Update Addendum and associated	
documentation	
A) Draft Documentation	June 2024 – September 2024
B) Final Documentation	October 2024 – January 2025

The project schedule reflects a period of 24 months to allow for analysis of new data and travel demand models as they become available up to March 2024. Once the relevant information is available in March, an efficient work program is required to finalize the draft documentation by September 2024 with final documentation required before January 2025.

5.2 Project Management Meetings

The Project Manager will be required for weekly project meetings throughout the course of the work in addition to other meetings, as needed. These meetings will mostly be conducted with the NCC via videoconference using MS Teams or a similar videoconferencing platform that is acceptable to the NCC Depending on the project phase, the agenda for these meetings is expected to cover:

- Discussion about specific issues
- Update on work progress and schedule and any changes to the proposed work plan
- Direction or approval from the NCC
- Other project management related items or issues

5.3 Deliverables

- All draft deliverables can be written in one official federal language
- A bilingual summary for each deliverable is required
- Final documents can be submitted in one official language. The NCC will translate all final documents in the other official language
- All files produced for this project including files used in model estimation, calibration, and validation (EMME, Excel, Access or any other format)



BIDDER'S CHECKLIST

#	REQUIREMENT / TASK / INSERTION within Bidder's Bid	The Bidder is to check off this box confirming that they have included and/or attached the document or completed the requirement	
1.	Complete and sign the NCC's Title Page (Page 1) and submit it with your Technical Bid		
2.	Complete and sign Appendix "A-2" – Point Rated Technical Criteria		
3.	Ensure that your Bid addresses all the points outlined in Appendix "A-2" -Rated Criteria		
4.	Complete and sign Appendix "B" – Financial Bid		
5.	Ensure that your Technical Bid does not contain a copy of your Financial Bid		
6.	Ensure that your Technical and Financial Bids are in separate emails		
7.	Ensure that you have read and will abide by the NCC Code of Conduct (see 5.9 of the bid solicitation)		
Annexes/Appendices only required from the successful bidder for award of a contract			
8.	Annex "A" Certificate of Insurance		
9.	Annex "B" – Personnel screening, consent and authorization Form		
10.	Annex "C" – Supplier – Direct deposit payment and tax information Form		





APPENDIX "A-2"

Point Rated Technical Criteria – (PRTC)

Evaluation and Rating

The bidder must score 60% or higher of the overall total and 60% or higher for Level of Effort technical criterion to technically qualify.

Rated technical requirements will be weighted at seventy (70) percent of the proposal's total score, and the financial bid will be weighted at 30%.

NCC Evaluation Committee members will evaluate the strengths and weaknesses of the Proponent's response against the evaluation criteria and will rate each criterion using the tables below.

Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following Evaluation Criteria and assigned weight factors.
- II. Bidders must include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's must indicate the location of the information relevant to the Evaluation Criteria. Failure to clearly indicate the location of information (page number) in the Evaluation Criteria table may result in the disqualification of the proposal.

CRITERION	WEIGHT FACTOR	RATING	WEIGHTED RATING
1- Experience of the	15	0-100%	0-15
Proponent			
2- Experience and	15	0-100%	0-15
Qualifications of the			
Team			
3- Comprehension of	5	0-100%	0-5
the Statement of			
Work			
4- Quality of	15	0-100%	0-15
Approach and			
Methodology			
5- Proposed Work	5	0-100%	0-5
Plan and Schedule			
6. Proposed Level of	15	0-100%	0-15
Effort			
TOTAL			0-70

List of criteria with their weight factor



Point Rated Technical Criteria # (70 points)	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
PRTC 1 Experience of the Proponent (15 points): A demonstration that the Bidder has participated in projects that closely match the scope, objective, and deliverables of this project.	Bidders should describe their relevant experience and involvement in projects that closely match the scope, objectives and deliverables of this project. They need to present up to three (3) relevant projects, completed in the previous ten (10) years. For each relevant project, Bidders should demonstrate their involvement and experience in:	Each of the three projects presented will be evaluated separately out of a total of 5 points each.
and deliverables of this project.	 a) Planning, managing, conducting and writing large multi-modal transportation plans and policies; b) Modelling multi-modal travel demand and travel behavior; c) Building forecasting and/or backcasting scenarios with travel demand and land use models; d) Data processing and analysis, as well as database preparation and reporting; e) Engaging in public and stakeholders consultations, facilitating meetings and developing content. Bidders should also highlight challenges encountered in these projects, if any, and their approach to addressing the challenges, lessons learned and how the experience will be applied to successfully deliver this assignment. Bidders should provide the following information for each project: project title client name and location project overview Bidder's role, key team members involved and scope of their respective responsibilities project complexity and objectives methodology & lessons learned 	 100% Outstanding - All projects are directly relevant to the work and demonstrate that the Bidder has successfully delivered projects encompassing all aspects of the work. All key members of the team have worked successfully on the projects. 80% Very Good - All projects are directly relevant to the work and demonstrate that the Bidder has successfully delivered projects encompassing most of the aspects of the work. Many of the key members of the team have worked successfully on the projects. 60% Acceptable - Projects presented are related to the work, and some of the key personnel have
	 challenges, and approach to addressing challenges budget, and Dates of the services provided and duration. Bidders should possess the knowledge of the projects. Past project experience from entities other than the Bidder will not be considered in the evaluation unless these entities form part of a joint venture. Indicate those projects which were carried out in joint venture and the responsibilities of each of the involved entities in each project. Client reference and contact information should be provided for each project description. The NCC reserves the right to contact project references to verify the information provided.	 worked successfully on the projects. 40% Weak - Projects do not cover all of the work, or overall experience is weak. 20% Very Weak - Projects are generally not related to the requirements. 0% Did not submit projects.



Point Rated Technical Criteria # (70 points)	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
	The NCC will only evaluate three (3) project examples. If more than three (3) examples are provided, only the first three (3) will be evaluated.	
PRTC 2 Experience and Qualifications of the Team (15 points): A demonstration that the Bidder's proposed personnel have the capability, capacity, expertise, and relevant experience to provide the required services and deliverables.	 PRTC2.1 Project Manager (7.5 points) Bidders should identify the proposed Project Manager for the project with five (5) years of recent professional experience in a similar role and describe three (3) recent project examples that demonstrate the proposed Project Manager's relevant project management experience in projects of the similar size and scope. These examples should involve multi-modal demand modelling, data analysis, mobility planning, and stakeholder engagement. Bidders should provide the following information for the project manager and back-up project manager if they exist Name Education and relevant qualifications Years of relevant experience Experience managing each project of a similar scope and magnitude. Include project title, client name and location, project description, project manager's role, project complexity, budget and duration. 	 100% Outstanding - Project Manager is highly qualified and experienced. Project Manager has worked successfully on comparable projects. 80% Very Good - Project Manager is qualified and experienced. Project Manager covers all components and has worked successfully on comparable projects. 60% Acceptable - Project Manager has an acceptable level of qualifications and experience. Project Manager will likely meet the requirements. 40% Weak - Project Manager has some qualifications and experience, but lacks adequate response in some of the required areas. 20% Very Weak - Project Manager does not cover all of the requirements or their overall experience is weak. 0% Did not submit information or Project Manager does not possess qualifications and experience required.
	 PRTC2.2 Key Team Members (7.5 points) Bidders should identify the proposed key team members and describe their: Respective roles and availability for this project Individual capabilities Relevant experience and qualifications in relation with the scope of the project, existing/future multi-modal conditions modelling and analysis, and/or the other tasks/deliverables of the project Key team members should have adequate experience consisting of three (3) years of recent professional experience in a similar role and completion of one (1) recent project of similar size and scope. Bidders should provide the following information for the key team members and back-up team members if they exist: 	 100% Outstanding - Personnel are highly qualified and experienced. Strong team presented that has worked successfully on comparable projects. 80% Very Good - Personnel are qualified and experienced. Team presented covers all components and some members have worked successfully on comparable projects. 60% Acceptable - Personnel have an acceptable level of qualifications and experience. Team covers all of the components and will likely meet the requirements.

APPENDIX "A-2": POINT RATED TECHNICAL CRITERIA

NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Point Rated Technical Criteria # (70 points)	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
	 Name Proposed role/responsibility Education and relevant qualifications Years of relevant experience Examples of relevant project experience. Include project title, client name and location, project description, team member's role, project complexity, budget and duration. For each key team member above, submit a curriculum vitae. Each curriculum vitae should be no longer than three (3) pages and should clearly demonstrate that the specialist has the capability, capacity and expertise to complete the work required. The key team members should have robust transportation planning and mobility experience with expertise in travel demand modelling and forecasting, Origin-Destination travel data and behavior surveys, Goods Movement, traffic simulation, active transportation planning and transit planning. A land use planner / demographer is an asset on the team, as are other professional services providing relevant added value to be determined by the bidder. 	 40% Weak - Personnel have some qualifications and experience, but lack adequate response in some of the required areas. 20% Very Weak - Team does not cover all of the requirements or its overall experience is weak. 0% Did not submit information or personnel do not possess qualifications and experience required.
PRTC 3 Comprehension of the Statement of Work (maximum 5 points): A demonstration that the Bidder understands the overall requirements for the services described in the RFP, including specific deliverables, expected approaches, technical expectations, and coordination requirements.	 The Bidder should provide a summary of the consultants' understanding of the assignment (objective, specific deliverables, technical requirements). This summary should also demonstrate an understanding of the NCR planning context, noting any specific challenges or opportunities associated with the project. This criterion assesses the degree to which the summary and the full proposal identify and substantiate in detail the underlying requirements and technical principles. The summary should demonstrate an understanding of the planning context, gaps, uncertainties and foreseeable issues that could arise during the project phases. 	 100% Outstanding - Demonstrates an excellent understanding of the requirements. 80% Very Good - Demonstrates a very good understanding of the requirements. 60% Acceptable - Demonstrates an understanding of the requirements. 40% Weak - Lacks adequate understanding of the requirements in some areas. 20% Very Weak - Lacks almost complete understanding of the requirements. 0% Lacks complete understanding of the requirements.
PRTC 4 Quality of Approach and Methodology (maximum 15 points): A demonstration that the Bidder's approach is comprehensive and the	PRTC 4.1 – Approach (5 points)	100% Outstanding - Superior approach should ensure very effective results with no apparent weaknesses.



Point Rated Technical Criteria # (70 points)	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
methodology will achieve the objectives described in the RFP.	 Bidders should describe their Approach to the project which outlines their strategies, assumptions, and philosophies in completing the assignment as detailed in Appendix "A" – Statement of Work. The clarity, completeness and brevity of the proposal will be assessed as well. In responding to this requirement, proponents should describe: Key technical challenges expected on the project and the proposed approach for dealing with these Specific challenges or opportunities of the multi-agencies' stakeholder environment Approach for dealing with issues that may impact the project schedule Procedures for ensuring appropriate data quality control during and after modelling 	 80% Very Good - Very good approach should ensure effective results with limited weaknesses. 60% Acceptable - Acceptable approach should ensure adequate results. 40% Weak - Inadequate approach, likely to provide inadequate results. 20% Very Weak - Extremely poor approach, very likely to provide inadequate results. 0% Did not submit information or does not possess the approach to meet requirements.
	 PRTC 4.2 – Methodology (10 points) Bidders should describe a comprehensive process for completing this assignment including any innovative solutions that are proposed for achieving the project objectives as identified in Appendix "A" – Statement of Work. The clarity, completeness and brevity of the proposal will be assessed as well. In responding to this requirement, the Bidder should describe their proposed process for completing the assignment and each deliverable. In particular, the methodology should provide details for key objectives of the project and explain how the 	 100% Outstanding - Superior methodology should ensure very effective results with no apparent weaknesses. 80% Very Good - Very good methodology should ensure effective results with limited weaknesses. 60% Acceptable - Acceptable methodology should ensure adequate results.
	 proponents will: Develop the baseline and alternative Scenarios for the year 2050 with EMME in phase 2 and refine them in phase 3 Assess alternative future scenarios in terms of fulfilling the vision, pillars and objectives of the existing Plan Manage the overall process, the collaboration with the interagency committees, the data and modelling quality and the reporting. 	 40% Weak - Inadequate methodology, likely to provide inadequate results. 20% Very Weak - Extremely poor methodology, very likely to provide inadequate results. 0% Did not submit information or does not possess the methodology to meet requirements.
	Proposals that will demonstrate added value or innovation in key areas of the methodology (scenarios development and assessment, etc.) will be scored higher.	

APPENDIX "A-2": POINT RATED TECHNICAL CRITERIA

NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Point Rated Technical Criteria # (70 points)	Point Rated Technical Criteria Instructions	Point Rated Technical Criteria Evaluation scale
PRTC 5 Proposed Work Plan and Schedule (5 points): A demonstration that the Bidder's work plan and schedule will be organized in the delivery of the services required to complete this project.	Proponents should describe their work plan and schedule by including a breakdown of the major tasks and deliverables associated with this project. The schedule should include reasonable time for the review of draft and final materials by NCC in coordination with the interagency committee.	 100% Outstanding - Superior work plan and schedule should ensure very effective results with no apparent weaknesses. 80% Very Good - Very good work plan and schedule should ensure effective results with limited weaknesses. 60% Acceptable - Acceptable work plan and schedule should ensure adequate results. 40% Weak - Inadequate work plan and schedule, likely to provide inadequate results. 20% Very Weak - Extremely poor work plan and schedule, very likely to provide inadequate results. 0% Did not submit information or does not possess the work plan and schedule to meet requirements.
PRTC 6 Proposed Level of Effort (maximum 15 points): A demonstration that the Bidder's level of effort reflects the work required to achieve the project objectives and the deliverables.	 Proponents should describe the level of effort for each key individual team member in sufficient detail to allow a complete understanding as to how and by whom the assignment, major tasks and deliverables are to be carried out. The level of effort presented should be expressed in <u>hours, not days.</u> Note: Although the "person day allocations" are often included within the sealed financial proposal, the NCC requests that a copy, without financial details such as per diem rates, be included in your technical proposal, so that the level of effort can be clearly understood and may be evaluated at this stage. 	 100% Outstanding - Superior level of effort should ensure very effective results with no apparent weaknesses. 80% Very Good - Very good level of effort should ensure effective results with limited weaknesses. 60% Acceptable - Acceptable level of effort should ensure adequate results. 40% Weak - Inadequate level of effort, likely to provide inadequate results. 20% Very Weak - Extremely poor level of effort, very likely to provide inadequate results. 0% Did not submit information or does not possess the level of effort to meet requirements.



Appendix "B" Financial Bid

Long Term Integrated Interprovincial Crossings Plan for the National Capital Region

Technical Update

NCC SOLICITATION NUMBER: MA067



Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

Appendix "B" - Financial Bid Solicitation Number: MA067

PRICE PROPOSAL FORM

A INSTRUCTIONS

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



Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

Appendix "B" - Financial Bid Solicitation Number: MA067

The following will form part of the evaluation process

B1 Fees

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

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





Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

Appendix "B" - Financial Bid Solicitation Number: MA067

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

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

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

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



Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

Appendix "B" - Financial Bid Solicitation Number: MA067

B2 FINANCIAL PROPOSAL

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

Professional Services Price Table

De	scription	Unit of Measure	Total Price
1.	An all-inclusive firm price for the successful completion of Phase 1	Lump sum	\$
2.	An all-inclusive firm price for the successful completion of Phase 2	Lump sum	\$
3.	An all-inclusive firm price for the successful completion of Phase 3	Lump sum	\$
4.	An all-inclusive firm price for the successful completion of Phase 4	Lump sum	\$
	SUBTOTAL PROFESSIONAL SER	\$	
		\$	
	TOTAL PROFESSIONAL SERVICES PRICE	\$	



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

Long Term Integrated Interprovincial Crossings Plan for the National Capital Region Technical Update

Appendix "B" - Financial Bid Solicitation Number: MA067

APPENDIX B – FINANCIAL BID FORM were properly a	ent, confirm that all the pricing elements prescribed in this and completed considered in establishing the total proposed as required for the Project.
Name of Bidder / Consultant :	
Address of Bidder / Consultant :	
City :	
Province / State :	
Postal Code / Zip Code:	
Telephone :	
Fax :	
Email :	
Email :	
Signature :	
Title :	
Date :	



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

CONTRACT / MARCHÉ							
Description and location o	Description and location of work / Description et endroit des travaux				Contract n	io. / Nº de c	contrat
INSURER / ASSUREU	R				<u> </u>		
Name / Nom							
	No., Street / N°,	rue					
Address / Adresse	City / Ville Province			e	Postal code / Code postal		
BROKER / COURTIER	2					<u> </u>	
Name / Nom							
	No., Street / N°,	rue					
Address / Adresse	City / Ville		Province	e		Postal co	de / Code postal
INSURED / ASSURÉ						L	
Name of contractor / Nom de l'entrepreneur							
	No., Street / Nº,	rue					
Address / Adresse	City / Ville		Province	vince		Postal code / Code postal	
ADDITIONAL INSURE	D / ASSURÉ AD	DITIIONNEL				L	
The National Capital Com	mission / La Comr	nission de la capitale nationa	ale				
		blicies of insurance are at sured and the National Cap			erations of	the Insure	d, in connection with
		rances suivantes sont prés dénommé la Commission			nt toutes le	s activités	de l'assuré en
POLICY / POLICE				•			
Type Genre		Number Numéro		Inception Date Date d'effet	Expiry Date d'ex		Limit of Liability Limites de garantie
Commercial General Liabi Responsabilité civile des é							
Builder's Risk "All Risks" Assurance des chantiers	•						
Installation Floater "All Ris Risques d'installation « to	sks"						
Other (list) / Autre (énumé	•						
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.					blice a été amendée en tant qu'assuré is de trente (30) jours changement visant la		
Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée Telephone number / Numéro de téléphone							
	5	Signature				Da	te



To be completed by the insurer / À être rempli par l'assureur								
CONTRACT / MARCHÉ Description and location of work / Description et endroit des travaux Con					Contract n	o. / Nº de c	contrat	
INSURER / ASSUREU	R				1			
Name / Nom								
	No., Street / Nº,	lo., Street / Nº, rue						
Address / Adresse	City / Ville		Province			Postal co	de / Code postal	
BROKER / COURTIER								
Name / Nom								
	No., Street / N°, rue							
Address / Adresse	City / Ville		Province			Postal co	de / Code postal	
INSURED / ASSURÉ								
Name of contractor / Nom de l'entrepreneur								
	No., Street / Nº,	rue						
Address / Adresse	City / Ville Province				Postal code / Code post		de / Code postal	
ADDITIONAL INSURE	D / ASSURÉ AD	DITIIONNEL						
The National Capital Comr	mission / La Comn	nission de la capitale nationa	ale					
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 d'ex		Limit of Liability Limites de garantie	
Commercial General Liability Responsabilité civile des entre Professional Error and Omissi Insurance / Assurance respons omissions professionnelles - per incident/claims / par évé demande de règlement - per project / par projet - aggregate for the term of th l'ensemble pour la durée de	ons Liability sabilité erreurs et ènement ou e coverage / e la couverture							
Umbrella / Excess Insurance F complémentaire / excédentaire								
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.					ée pour couvrir la tionnel. L'assureur mission de la capitale			
Name of Insurer's Office		oloyee / Nom du cadre ou de la Signature	a personne au	torisée			Telephone number / Numéro de téléphone Date	
		Signature					Date	

NATIONAL CAPITAL C			PROTECTED) (when completed)	ANNEX "B"
Commission de la C				OFFICE USE C	ONLY	
PERSONNEL SCREENING, CONSENT AND AUTHORIZAT		Reference numb		Department / Organiza number	tion Fi	ile number
NOTE: For Privacy Act Statement refer to Please typewrite or print in block letters.	Section C of this form and	for completion in	structions refer to a	attached instructions.		
A ADMINISTRATIVE INFORMATIO	N (To be completed by t	the Authorized	Department / Age	ency / Organization	Official)	
New Update		grade	Transfer	Su	pplemental	Re-activation
The requested level of reliability/security chere Reliability Status	cks(s) vel I (CONFIDENTIAL)	Level	II (SECRET)	Level III (TOP S	ECRET)	
PARTICULARS OF APPOINTMENT / /	ASSIGNMENT / CONTRA	АСТ				
Indeterminate Term	Con	tract	Industry	Oth	er (specify seco	ndment, assignment, etc.)
Justification of security screening requiremer	nt					
Position / Competition / Contract number	Title					Group / Level (Rank if applicable)
Employee ID number / PRI / Rank and Servic (if applicable)	ce number It term or co duration per	ntract, indicate iod		From		То
Name and address of department / organizat	tion / agency Name of off	icial		Telepho	one number	Facsimile number
B BIOGRAPHICAL INFORMATION						
Surname (Last name)	Full given names (no initials) underline or circle	e usual name used		Family name a	t birth
All other names used (i.e. Nickname)	Sex	Date of birth		Country of birth		te of entry into Canada, if born side Canada
	Male	Y	M D			Y M D
	Female					
RESIDENCE (provide addresses for the last most current) Home address	five years, starting with the	Daytime teleph	one number	E-mail address		
Apartment number Street number Str	reet name		Civic number (if applicable)		Froi Y	m To M present
1 City Pro	ovince or state		Postal Code	Country	Telephone	number
number	reet name		Civic number (if applicable		Froi Y	m To M Y M
2 City Pro	ovince or state		Postal Code	Country	Telephone	number
Have your previously completed a Government of Canada security screening fo	rm? Yes] No If ye	es, give name of emp	loyer, level and year o	f screening.	Y
CRIMINAL CONVICTIONS IN AND OUT Have you ever been convicted of a criminal c			a dotaile (choracía)	name of police force,	city province / a	tato
been granted a pardon?		country a	nd date of conviction).	ory, province / s	וומוס,
	Yes No					
Charge(s)	Name of police fo				City	
Province / State	Country			Date of conviction	•	Y M D
L	I			1	_	I





PERSONNEL SCREENING, CONSENT AND AUTHORIZATION

ANNEX "B "

PROTECTED (when completed)	PROTEC	TED	(when	comp	oleted)	1
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A STATE ON ALSSION DE LA CAPITALE NATIONALE	CONSENT AND FORM	ION	PROTECTED (when completed			
Surname and full given names			Date of bir	h Y	М	D
C CONSENT AND VERIFICATION (To be completed by the appl			ency / Orga		-	
Checks Required (See instructions)	Applican initials	ts Name of offici	al (print)	Official's initials	Official's Te numb	
Date of birth, address, education, professional qualifications, employment 1. personal character references	ent history,					
2. Criminal record check						
3. Credit check (financial assessment, including credit records check)						
4. Loyalty (security assessment only)			-			
5. Other (specify, see instructions)						
Government Security Policy (GSP) of the Government of Canada, and is protected by th A refusal to provide information will lead to a review of whether the person is eligible to h on the level of security screening required, the information collected by the government Intelligence Service (CSIS), which conduct the requisite checks and/or investigation in support decisions on individuals working or applying to work through appointment, assig cause, the reliability status, security clearance or site access, all of which may lead t institution, and information gathered from the requisite checks and/or investigation, may agreements. The personal information collected is described in Standard PIB PSU 917 (Defense PIB DND/PPE 834 (Personnel Security Screening Investigation File), RCMP PI PWGSC PIB PWGSCPPU 015 (Personnel Clearance and Reliability Records) used for CSIS PIB SIS PPU 005 (Security Assessments/Advice). I' the undersigned, do consent to the disclosure of the preceding information inc providing a security screening assessment. By consenting to the above, I acknow when the reliability status, security clearance or site access are updated or otherw longer require a reliability status, a security clearance or a site access clearance, authorized security official.	old the position or perform th institution may be disc accordance with the GSU ment or contract, transf o a re-assessment of the be used to support decis (Personnel Security Scree B CMP PPU 065 (Securit Canadian Industry Perso cluding my photograph ledge that the verification rise reviewed for cause	the contract that is ass losed to the Royal Car P and to entities outside ers or promotions. It m e applicable type of sec- sions, which may lead to ming) which is used by i yn Reliability Screening I nnel. Personal informat for subsequent verific on and/or use in an inv under the Government	ociated with th adian Mountere be the federal g ay also be use curity screenin discipline and all government Records), CSIS ion related to s ation and/or u restigation of Security Poli r until I othere	is Personnel Scr d Police (RCMP overnment (e.g. d in the context g. Information of agencies, excep ; PIB SIS PPE 8 security assessm use in an inves the preceding i cy. My consen	eening Request) and the Cana credit bureau). of updating, or collected by the of employment of the Departmee (15 (Employee S nents is also des tigation for the nformation ma t will remain va	t. Depending dian Security It is used to government or contractual nt of National Security), and scribed in the e purpose of y also occur did until 1 no
REVIEW (To be completed by the authorized Department / Ag	gency / Organizatio		,	suring the c	ompletion of	f sections
A,B and C) Name and title Telephone nu	mber					
Adress Fax number E APPROVAL (To be completed by authorized Departmental / A	Agency /Organizatio	nal Security Offic	al (only)			
I, the undersigned, as the authorized security official, do hereby approve the			(em.)/			
Reliability Status						
Approved Reliability Status Not Appro	oved					
Name and title				(for	PHOTO Level III T	.S.,
Signature		Date (Y/M/	D)		ipon reque	
Security Clearance (if applicable)						,
Level I Level II Level III	Not recommended					
Name and title						
Signature		Date (Y/M/	D)			
Comments		(· · · · ·		-		



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

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

General:

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

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

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

SUPPLEMENTAL INFORMATION REQUIREMENTS

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

Part A – As set forth in each question

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

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

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

2. Section B (Biographical Information)

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

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

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

3. Section C (Consent and verification)

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

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

The age of majority is:

19 years in NFLD., N.S., N.B., B.C., Yukon, Northwest Territories and Nunavut;

18 years in P.E.I., Que., Ont., Man., Sask. and Alta.

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

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

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

4. Section D (Review)

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

5. Section E (Approval)

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

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NAT							
New supplier / Nouveau fournisseur	🔲 Up	date / Mise à	jour	Sup	plier No. / Nº du fournisseur		
SUPPLIER – DIRECT DEPOSIT PA FOURNISSEUR – FORMULAIRE DE PAIEMI AUX FIN		PÔT DIRECT			NCC use only / À l'usage de la CCN seulement		
PART 'A' – IDENTIFICATION / PARTIE 'A' - IDENT Legal name of entity or individual / Nom légal de l'e particulier			name of entity or indi nercial de l'entité ou c		nt from Legal Name) / I diffère du nom légal)		
-					·		
Former Public Servant in receipt of a PSSA Pen en vertu de la LPFP					s / Oui 🔲 No / Non		
An entity, incorporated or sole proprietorship, w receipt of a PSSA pension or a partnership mad pension or where the affected individual has a c entité, constituée en société ou à propriétaire u une pension en vertu de la LPFP, ou un partena pension en vertu de la LPFP, où les entités dans majoritaire.	e of former p controlling or nique, créée riat formé d'a	ublic serva major inter par un ancie inciens fone	nts in receipt of PSS. Test in the entity. / Un In fonctionnaire touc tionnaires touchant	A e chant	s / Oui 🗌 No / Non		
Address / Adresse			Telephone No.		Fax No. /		
Postal code / Code postal			N° de téléphon	e: N	l⁰ de télécopieur :		
PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' –	STATUT DU						
(1) Sole proprietor Propriétaire unique		fan	st Name / Nom de hille	First name / Prénom	Initial / Initiale		
(2) Partnership / Société de personnes		Co	rporation		No. (BN) / treprise (NE)		
GST/HST / TPS et TVH Number /			T / TVQ (Québec) mber /	·			
Numéro :			méro :				
Not registered / non inscrit Type of contract / Genre de contrat		No	t registered / non insc				
Contract for services only Contract	for mixed good / Contrat de bi iens et/ou ser	ens et	└── /Contra	t for goods only t de biens seule			
PART 'C' – FINANCIAL INSTITUTION / PARTIE 'C Please send a void cheque with this form / Veui					aire		
Branch Number / Nº de la Institutio	n No. /		Accou	nt No. /			
succursale Nº de l'in	nstitution :		Nº de o	compte :			
Institution name / Nom de	Address	/ _					
l'institution :	Adresse	: <u> </u>	Postal Code / Code				
PART 'D' – PAYMENT NOTIFICATION / PARTIE 'I		· · ·	ostal :				
E-mail address / Adresse courriel :							
PART 'E' - CERTIFICATION / PARTIE 'E' - CERT				• · ·			
I certify that I have examined the information provid is correct and complete, and fully discloses the ider supplier.		is j'atteste	are avoir examiné les qu'ils sont exacts et d véridique de l'identité	constituent une	description complète,		
Where the supplier identified on this form complete hereby requests and authorizes the National Capita to directly deposit into the bank account identified in amounts payable to the supplier.	I Commission	par la p capitale	e le fournisseur indique résente, il demande e nationale à déposer e à la partie C, tous les	et autorise la Co directement dan	s le compte bancaire		
Name of authorized person / Nom de la personne autorisée	Title / Titre		Signatu	re	Date		
Telephone number of contact person / Numéro de t	éléphone de l	a personne r	essource : ()			
IMPORTANT Please fill in and return to the National Capital C	ommission	Veuillezz	emplir ce formulaire	et le retourne	r à la Commission de		
with one of <u>your business cheque unsigned and</u> <u>« VOID</u> » (for verification purposes).		la capital <u>entrepris</u>	e nationale avec <u>un s</u> e non signé et porta erification).	spécimen de cl	<u>hèque de votre</u>		
Mail or fax to: Procurement Assistant, Procurement Ser National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	vices	Poster ou t	Commissic 40, rue Elg Ottawa (Or	l'approvisionnem e l'approvisionnen n de la capitale n in, pièce 202 ntario) K1P 1C7 ır : (613) 239-5007	nent ationale		

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 and Receivable Officer – (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.

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.

Revised July 2014 / Révisé juillet 2014

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, Agent aux comptes fournisseurs et comptes clients – (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.

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.



CONTRACTOR PERFORMANCE EVALUATION REPORT FORM / FORMULAIRE - RAPPORT D'ÉVALUATION DU RENDEMENT DE L'ENTREPRENEUR

"

Date		Contract no. / No d	Contract no. / No du contrat			
Description of work / Description des travaux						
Contractor's business name / Nom de l'entreprise de l'entrepreneur		Contractor's site su	Contractor's site superintendent / Contremaître de l'entrepreneur			
Contractor's business address / Adresse de l'entreprise de l'entrepreneur						
NCC representative / Représentant de la CCN						
Name / Nom Telephone no. /		N°. de téléphone E-i		-mail address / Adresse électronique		
Contract information / Information sur le co	ontrat					
Contract award amount / Montant du marché adjugé	Contract award da	Contract award date / Date de l'adjudication du marché				
Final amount / Montant final	Actual contract completion date / Date réelle d'achèvement du contrat					
	Actual Contract completion date / Date reelle d'achevement du contrat					
Number of change orders / Nombre d'ordres de char	Final certificate dat	Final certificate date / Date du certificat final				
		Points /				
Quality of workmanship / Qualité des trava	Category /	Catégorie	Scale / Échelle	Pointage		
This is the rating of the quality of the workmanship. At final completion the quality of the materials and equipment incorporated in the work must meet the requirements set out in the plans and specifications.		Unacceptable / Ina	cceptable	0-5	r	
		Not satisfactory / N	lon-satisfaisant	6 – 10		
Il s'agit de l'évaluation de la qualité des travaux exécutés. À l'achèvement des travaux, la qualité des matériaux et de l'équipement doit satisfaire les exigences établies dans les plans et devis.		Satisfactory / Satis	faisant	11 – 16		
		Superior / Supérieur		17 - 20		
Time / Délai d'exécution						
This is the rating of the timeliness of completion considering the actual completion date compared with the original (or amended) contract completion date and allowing for conditions beyond the control of the contractor.		Unacceptable / Ina	cceptable	0 – 5		
		Late / En retard		6 – 10		
Il s'agit de l'évaluation du délai d'exécution des trava la date actuelle d'achèvement des travaux par rappo	On time / À temps		11 – 16			
modifiée) et en tenant compte des conditions indépe l'entrepreneur.	Ahead of schedule le calendrier	/ En avance sur	17 - 20			
Project management / Gestion de proj	et					
This is the rating of how the project, as described in	Unacceptable / Ina	cceptable	0 – 5			
was managed including co-ordination, quality control, effective schedule development and implementation.		Not satisfactory / Non-satisfaisant 6 - 10		6 – 10		
Voici l'évaluation de la façon dont le projet décrit dar	Satisfactory / Satisfaisant 11 – 16					
été géré, y compris la coordination, le contrôle de la calendrier efficace et la mise en œuvre.	Superior / Supérieur 17 - 20			—		
	Criteria not applicable / Critère non-applicable N/A / S/O					
Contract management / Gestion de co	ntrat		econtabla	0 – 5		
		Unacceptable / Inacceptable		6 – 10		
This is the rating of how the contract was administered in accordance with the provisions expressed in the "front end" portion of the documents.			Not satisfactory / Non-satisfaisant			
Voici l'évaluation de la façon dont le contrat a été administré conformément aux dispositions comprises dans la partie « prioritaire » des documents.		Satisfactory / Satis	Satisfactory / Satisfaisant			
		Superior / Satisfaisant		17 - 20		
		Criteria no	Criteria not applicable / Critère non-applicable		N/A / S/O	
Health and safety / Santé et sécurité This is the rating of the effectiveness of how the occu	inational health and sofety					
provisions (whether identified in the contract or those otherwise applicable) were managed and administer		Unacceptable / Inacceptable0 - 5Not satisfactory / Non-satisfaisant6 - 10				
		Satisfactory / Satisfaisant 11 – 16				
Voici l'évaluation de l'efficacité avec laquelle les disp la sécurité au travail (dans le contrat, dans les règler autre desument) ent été gérées et administrées		Superior / Satisfaisant 17 - 20		L		
autre document) ont été gérées et administrées.	Total points / Pointage total		/100			
Comments / Commentaires				into / i ointage total	/100	
Name / Nom	Title / Titre		Signature		Date	

INSTRUCTIONS AND ADDITIONAL INFORMATION (Contractor Performance Evaluation Report) INSTRUCTIONS ET RENSEIGNEMENTS SUPPLÉMENTAIRES (Rapport d'évaluation du rendement de l'entrepreneur)					
QUALITY OF WORKMANSHIP – QUALITÉ DES TRAVAUX EXÉCUTÉS					
 The NCC representative is to consider how the workmanship compares with: the norms in the area in which the work was carried out the contractor's compliance with any quality provisions outlined in the drawings and specification the quality of workmanship provided by other contractors on similar projects in the same facility/facilities 	Le représentant de la CCN doit évaluer la qualité de l'exécution en fonction de ce qui suit : - le respect des normes s'appliquant aux travaux réalisés - la conformité de l'entrepreneur aux exigences de qualité comprises dans les dessins et dans les devis - la qualité de l'exécution des travaux accomplis par d'autres entrepreneurs dans le cadre de projets similaires réalisés dans la même installation ou dans des installations semblables.				
TIME / DÉLAIS D'EXÉCUTION					
For the purpose of evaluation the contractor's time performance, consideration must be given to conditions beyond the contractor's control including NCC / Consultant / Client performance.	Afin d'évaluer le rendement de l'entrepreneur en matière de délai d'exécution, on doit prendre en considération les conditions indépendantes de la volonté de l'entrepreneur, y compris le rendement de la CCN, de l'expert-conseil et du client.				
onsider conditions beyond the contractor's control, e.g., Prendre en considération les conditions indépendantes de la vol l'entrepreneur, par exemple :					
 availability of, and access to the site changes in soil or site conditions weather extremes strikes material / equipment supply problems originating from manufacturers/suppliers quality of plans and specifications major change(s) in scope cumulative effect of changes was the NCC able to meet its obligations? timely decisions, clarifications, approvals, payments in due time delays caused by other contractors in the same facility 	 disponibilité du chantier et accès au chantier modifications des conditions du sol ou du chantier température grèves problèmes d'approvisionnement en matériel et en équipement provenant des manufacturiers/fournisseurs qualité des plan et devis modifications importantes à l'étendue des travaux effets cumulatifs des modifications la CCN a-t-elle été capable de remplir ses obligations? décisions, clarifications, approbations, paiements en temps opportun les retards occasionnés par d'autres entrepreneurs travaillant dans la même installation. 				
The NCC representative's estimate of a reasonable maximum time allowance resulting from conditions beyond the contractor's control is L'estimation, par le représentant de la CCN, du temps maximum alloué pour les conditions indépendantes de la volonté de l'entrepreneur est					
The period of delay attributable to the contractor is La période de retard attribuable à l'entrepreneur est					
Did the contractor make an effective effort / Est-ce que l'entrepreneur s'est efforcé :					
- to meet the schedule / de respecter l'échéancier des travaux					
- to clean up deficiencies in a reasonable time / de corriger les vices dans un délai raisonnable 🕨 Yes Oui Non					
Have you recommended assessments and damages for late completion under the contract? Avez-vous recommandé des dédommagements pour retard d'exécution aux termes du marché? Yes Oui Non					

PROJECT MANAGEMENT / GESTION DU PROJET

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

Consideration should be given to: Did the contractor

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

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

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

CONTRACT MANAGEMENT / GESTION DU CONTRAT

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

Consideration should be given to: Did the contractor

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

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

Il faut examiner si l'entrepreneur a :

- fait appel aux services d'un surintendant de chantier expérimenté demandé au percennel de la CCN une plue grande centribution que
- demandé au personnel de la CCN une plus grande contribution que ce qui est normal pour un projet de cette importance et de cette nature
- commencé les travaux dans les plus brefs délais
 fourni un calendrier réaliste et des mises à jour conformément aux
- modalités du contrat
- présenté un plan de travail complet et a respecté les échéances
 commandé le matériel rapidement et de façon à accélérer
- l'avancement des travaux.
- fourni rapidement des dessins d'atelier comprenant suffisamment de détails
- géré et achevé efficacement toutes les activités sur le chantier de la Division 1
- proposé rapidement des prix raisonnables pour les modifications à l'énoncé des travaux initial
- accepté les directives du représentant de la CCN
- interprété les documents contractuels avec exactitude
- mis en place des procédures de contrôle de la qualité efficaces
 coordonné et géré efficacement les travaux confiés à des sous-
- traitants – corrigé promptement le travail défectueux en cours de projet – corrigé rapidement les travaux non acceptables et terminé les travaux
- incomplets après réception du certificat provisoire d'achèvement
- nettoyé de façon satisfaisante le chantier périodiquement ainsi qu'à la fin du projet.

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

Il faut examiner si l'entrepreneur a :

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

HEALTH AND SAFETY / SANTÉ ET SÉCURITÉ

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

Consideration should be given to: Did the contractor

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

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

Il faut examiner si l'entrepreneur a :

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