

REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
**TREE REMOVAL SERVICES**  
 NATIONAL CAPITAL COMMISSION TENDER FILE # ES033-A

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

<p>ADDRESS ENQUIRIES TO:</p> <p>Emilie Scheckman, Senior Contract Officer  <a href="mailto:emilie.scheckman@ncc-ccn.ca">emilie.scheckman@ncc-ccn.ca</a></p>	<p>BID DEADLINE:</p> <p><b>June 14, 2023 at 3pm Eastern Daylight time (EDT)</b></p>
<p>RETURN TO:          Submit your tender form to: →</p> <p>Paper copy and faxes are no longer accepted. All bids must be forwarded to this email address only.</p> <p>Non-compliance with this requirement will result in disqualification of your tender.</p>	<p>National Capital Commission          NCC Bid email  <a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a></p> <p><b><u>Subject line of e-mail should read:</u></b>  <b>ES033-A Tree Removal Services</b></p> <p><b>Note:</b> the email attachment size is set at a maximum of 30 MB</p>
<p>DESCRIPTION OF WORKS:</p> <p><b>Standing Offer Agreement (SOA):          To provide tree removal services</b></p>	<p>WORK LOCATION:</p> <p>Various NCC sites within the National Capital Region (Ottawa &amp; Gatineau).</p>

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

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

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This bid solicitation cancels and supersedes previous bid solicitation number ES033 dated 2023/04/24 with a closing of 2023/05/16 at 15:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

**1.0 OFFER**

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to provide Tree Removal Services as set out under the Statement of Work (Appendix A) herein, for the all-inclusive (excluding taxes) unit rates as set out in Appendix C – Financial Proposal Form.

This SOA includes two (2) separate requirements for Tree Removal Services:

- Tree Removal Services in Ontario
  - o Category 1
  - o Category 2
- Tree Removal Services in Quebec
  - o Category 3
  - o Category 4

Bidders must bid on either Tree Removal Services in Ontario (Category 1 and 2) **OR** Tree Removal Services in Quebec (Category 3 and 4) **OR** both Tree Removal Services in Ontario and Quebec (Category 1, 2, 3 and 4). Up to two (2) SOAs will be awarded for Tree Removal Services in Ontario and up to two (2) SOAs will be awarded for Tree Removal Services in Quebec.

**2.0 GENERAL AGREEMENT** The Contractor agrees:

1. that the duration of the Standing Offer Agreement will be for four (4) years from date of award or until total expenditure level is attained, whichever comes first.
2. that this Offer and Agreement, together with the Statement of Work, the Security Requirements, the Occupational Health & Safety Requirements, the General Conditions, and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a SOA between the Contractor and the Commission.
5. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.

**3.0 UNIT PRICE TABLES**

Please refer to Appendix C – Financial Proposal Form.

Bidders must bid on either Tree Removal Services in Ontario (Category 1 and 2) **OR** Tree Removal Services in Quebec (Category 3 and 4) **OR** both Tree Removal Services in Ontario and Quebec (Category 1, 2, 3 and 4).

#### 4.0 BASIS OF AWARD

Basis of award will be the bidders who meets all the mandatory requirements (Appendix B), terms and conditions of this tender and who offer the NCC the lowest total evaluated price. Tree Removal Services in Ontario (Category 1 and 2) will be evaluated separately from Tree Removal Services in Quebec (Category 3 and 4).

#### 5.0 INSTRUCTIONS TO BIDDERS

- 5.1 Submit your offer by two (2) emails to [Bids-Soumissions@ncc-ccn.ca](mailto:Bids-Soumissions@ncc-ccn.ca) as per below to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Statement of Work:
- **Email #1 - Technical Proposal:**
    - Page 1 of the RFSO document signed
    - Appendix B – Mandatory requirements table completed
    - Proof of mandatory requirements and all relevant information as defined in Appendix B
  - **Email #2 - Fee Proposal:**
    - The SOA Unit Price Table(s) at Appendix C completed and signed
- 5.2 Enquiries regarding this proposal must be submitted in writing to Emilie Scheckman, Sr Contract Officer, by e-mail at [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received **no later than five (5) business days before bid closing** to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 5.3 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to ‘replenish’ the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered ‘replenishment’ SOAs shall be ‘the next ranked firm(s)’ as per rankings established.
- 5.4 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.
- 5.5 The Security Requirements, OH&S requirements, and the General Conditions (GCs) shall apply and form part of the offer and accordingly any resulting Standing Offer and shall be incorporated into and form part of any and all authorized "Purchase orders Against a Standing Offer". The

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Offeror acknowledges to have received a copy of these Security Requirements, OH&S requirements and GCs.

- 5.6 In order to be fair to all firms, please note that tenders received after the closing time and date will not be accepted.
- 5.7 The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful bidder and/or any/all bidders.
- 5.8 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario or Quebec and such Federal laws applicable therein.
- 5.9 The Commission shall not be obligated to reimburse or compensate any bidder, its sub-contractor or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of tenders submitted in response to this RFSO shall become the property of the Commission and will not be returned.

## **6.0 REQUEST FOR STANDING OFFER AGREEMENT**

### **6.1 INTRODUCTION**

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

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

### **6.2 GENERAL PROVISIONS**

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services

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detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC’s liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods;
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

**6.3 STANDING OFFER REQUIREMENT:**

The National Capital Commission (NCC) wishes to retain **Tree Removal Services** as detailed in the Statement of Work on an "as and when requested" basis under Standing Offer Agreements.

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

The resulting Standing Offer Agreements will be for a period of four (4) years from the date of award.

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

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

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

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

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$250,000.00 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes.

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

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

CATEGORY	CALL-UP PURCHASE LIMITATION	1 <sup>ST</sup> RANKED	2 <sup>ND</sup> RANKED
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CATEGORY 1 & 2 (Ontario)	\$ 250,000.00	Receives 6 calls in 10	Receives 4 calls in 10
CATEGORY 3 & 4 (Quebec)	\$ 250,000.00	Receives 6 calls in 10	Receives 4 calls in 10

**6.7 ESTIMATED SOA EXPENDITURE:**

It is the intention of the National Capital Commission to award up to two (2) SOAs for Tree Removal Services in Ontario and up to two (2) SOAs for Tree Removal Services in Quebec. The estimated expenditure for all Standing Offer Agreement combined is \$2,000,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure.

The SOAs will be awarded as per the following:

CATEGORY	ESTIMATED SOA EXPENDITURE PER CATEGORY	1 <sup>ST</sup> RANKED	2 <sup>ND</sup> RANKED
CATEGORY 1 & 2 (Ontario)	\$1,400,000.00	\$840,000.00	\$560,000.00
CATEGORY 3 & 4 (Quebec)	\$600,000.00	\$360,000.00	\$240,000.00
<b>TOTAL</b>	<b>\$2,000,000.00</b>	<b>\$1,200,000.00</b>	<b>\$800,000.00</b>

**6.8 INVOICING:**

Send the original invoice directly to:  
 National Capital Commission  
 Accounts Payable  
 202, 40 Elgin St., 3<sup>rd</sup> floor  
 Ottawa, ON, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address [payables@ncc-ccn.ca](mailto:payables@ncc-ccn.ca). For storage purposes it would be preferable that the file format of the attachment be saved in a .jpg format.

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

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

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

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

**6.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:**

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

**7.0 AUTHORITIES**

**NCC SOA Authority**

Emilie Scheckman  
Senior Contract Officer  
National Capital Commission  
Telephone: 343-552-5976  
E-mail address: [emilie.scheckman@ncc-ccn.ca](mailto:emilie.scheckman@ncc-ccn.ca)

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

## APPENDIX A

### Statement of Work

#### STANDING OFFER AGREEMENT (SOA)

The National Capital Commission (NCC) is the owner of an extensive urban forest located in the National Capital Region (NCR). The NCC would like to retain the services of qualified arboricultural contractors to provide tree removal in the NCR region as per the following statement of work.

Bidders must bid on Category 1 & 2 (Ontario) AND/OR Service Category 3 & 4 (Quebec).

NCC - CCN : <http://ncc-ccn.gc.ca/>

#### SECTION A – STANDING OFFER AGREEMENT REQUIREMENTS AND CATEGORIES

The following four (4) categories of services are required. For categories 1 & 2 and categories 3 & 4, the 1<sup>st</sup> ranked contractor will have six (6) right of first refusal calls out of ten (10), while the 2<sup>nd</sup> ranked bidder will have four (4) right of first refusal calls out of ten (10).

Ranking of contractors is based on the lowest total bid amount for Category 1 & 2 (Ontario) and Category 3 & 4 (Quebec).

On an exception basis, a stump removal quote (up to a maximum of 5% of the call-up purchase order value) may be requested to a tree removal contractor currently performing work on call-up purchase order. Stump removal work is not frequent or recurring enough to create its own category of SOA holders.

#### CATEGORY 1: TREE REMOVAL - HOURLY - ONTARIO SIDE OF THE NATIONAL CAPITAL REGION

##### **Crew 1 - Three (3) person crew fully equipped comprised of:**

- One (1) Class "A" Climber
- One (1) Class "B" Climber
- One (1) Ground Person
- One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box)
- Chipper that can accommodate a 30 cm diameter wood

##### **Crew 1A**

2-person crew - traffic control with all necessary signage and tools.



## **CATEGORY 2: TREE REMOVAL - HOURLY - ONTARIO SIDE OF THE NATIONAL CAPITAL REGION**

### **Crew 2 - Three (3) person crew fully equipped comprised of:**

- One (1) Class "A" Climber
- One (1) Class "B" Climber
- One (1) Ground Person
- One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 cu.m. capacity)
- Chipper that can accommodate a 30 cm diameter wood

### **Crew 2A**

2-person crew - traffic control with all necessary signage and tools.

## **CATEGORY 3: TREE REMOVAL - HOURLY - QUEBEC SIDE OF THE NATIONAL CAPITAL REGION**

### **Crew 3 -Three (3) person crew fully equipped comprised of:**

- One (1) Class "A" Climber
- One (1) Class "B" Climber
- One (1) Ground Person
- One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box)
- Chipper that can accommodate a 30 cm diameter wood

### **Crew 3A**

2-person crew - traffic control with all necessary signage and tools.

## **CATEGORY 4 : TREE REMOVAL - HOURLY - QUEBEC SIDE OF THE NATIONAL CAPITAL REGION**

### **Crew 4 -Three (3) person crew fully equipped comprised of:**

- One (1) Class "A" Climber
- One (1) Class "B" Climber
- One (1) Ground Person
- One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box(at least 10 cu.m. capacity)
- Chipper that can accommodate a 30 cm diameter wood

### **Crew 4A**

2-person crew - traffic control with all necessary signage and tools.

## SECTION B - GENERAL PROCEDURES

### 1. General Procedures

**1.1 Work Included:** The work included in this Statement of Work involves the supplying of all labour, equipment, materials, licenses, disposal fees and tools necessary to perform the work in Section C (Technical Specifications), and the removal of all debris and wood from site to a depot in the National Capital Region or where otherwise directed by the NCC representative. Contractor must follow and respect all federal, provincial and municipal regulations as well as all by-law regulations.

**1.2 Communication - NCC Representative:** The successful Contractor shall ensure he has been informed and is aware of the official NCC representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere, the only contact for the successful contractor is the official NCC representative. The Contractor will be notified if the official NCC representative changes. Site problems and deficiencies shall be reported to the NCC representative immediately.

**1.3 Communication – Contractor:** The Contractor shall arrange with the NCC representative, in conjunction with the NCC Contract Officer, a communication link. The communication link must be established for urgent situations which may arise during operations. Furthermore, the Contractor shall identify the level of authority of his personnel. The site crew shall have a communication device in order to permit the NCC representative to communicate with them at all times during the working hours and during emergency operation.

### 2. Provision of Tree Removal Service – All Inclusive Hourly Rate

#### 2.1 Emergency Services

- a) For the purpose of this Statement of Work, emergency and special tree services, shall be defined as work required to correct dangerous tree conditions to ensure the safety of the public, property and traffic. This service shall be available during NCC off hours, holidays, weekends and during normal working hours when the contractor is not employed on NCC work and shall include a two (2) hour response time from initial contact with the NCC representative to the time of arrival at the work site. All equipment listed must be available.
- b) All work under this clause shall be initiated on a “Call-Up” basis and shall be authorized by the NCC representative in each case. The rate for this service

shall be indicated in Appendix C – Financial Proposal Form. Each original response for this service shall be compensated at a minimum of three (3) hours from the time of arrival at the work site.

- c) Urgent and short notice relocation of work crews during normal working hours shall be considered as normal requirements and not part of Emergency and Special tree services.

## 2.2 Equipment and Tool Inventory

As of April 1, 2023, the use of gas-powered leaf blowers, brush cutters, edge trimmers and small chainsaws is prohibited on NCC lands and battery-powered equivalents must be used.

All equipment and tools necessary to perform the work shall be supplied by the contractor. This includes but is not limited to:

- a. Saws - pole saws/ bypass cutter (with extensions), chainsaws (size appropriate given material size), hand saws, also cleaning solutions for tools for disease management; see section 2.5b.
- b. Climbing equipment - all ropes, friction devices, climbing saddles, ladders, etc.
- c. Rigging Equipment - ropes, port a wrap (or other lowering device), blocks, pulleys, slings, etc.
- d. Traffic control equipment - pylons/ cones, portable signage for roadway/ sidewalk approach, etc.

## 2.3 Vehicles and Equipment

All vehicles and equipment used by the Contractor shall be kept in a clean and presentable condition, and shall meet the provincial (Quebec and Ontario) safety standards and licensing requirements. Parking vehicles on turf areas shall not be permitted; driving on turf areas shall be kept to an absolute minimum. Fueling to be done off site before working hours and/or after working hours. All repairs to be done off site. All fluid leaking/dripping from equipment is not permitted and vehicles and equipment will be removed from the site immediately. All small equipment such as chainsaw, pruning pole, hand saw will be sharpened off site prior to the hours of work. All vehicles used by the Contractor shall display the company name prominently and have a flashing roof light.

## 2.4 Personnel and Administration

- a. **Qualifications Tree Removal**

The minimum standards in regard to personnel qualifications that are acceptable to the NCC for work on SOA services related to tree removal are:

- I. Class A Tree Climber - Minimum five (5) years experience in climbing, rigging and large tree removals. The Class A Tree Climber must be certified with the International Society of Arboriculture (ISA) (See Mandatory Requirements – Appendix B).
- II. Class B Tree Climber - Minimum three (3) years' experience in climbing, rigging and tree removals. The Class B Tree Climber must be certified with the International Society of Arboriculture (ISA) or have an equivalent combination of work experience, minimum 5 years, and training related to chainsaw use, climbing and rigging as it relates to tree removal (See Mandatory Requirements – Appendix B).
- III. Ground person - Minimum certified chainsaw operator (See Mandatory Requirements – Appendix B).

b. **Qualifications - Stump Removal**

The minimum standards in regard to personnel qualifications that are acceptable to the NCC for work on SOA services related to stump removal are:

- i. Crew foreman - minimum five (5) years' experience related specifically to operating a stump grinder and managing stump removal operations (See Mandatory Requirements – Appendix B).
- ii. Ground person - Minimum certified chainsaw operator (See Mandatory Requirements – Appendix B).

c. **Quality of Work:** The work shall be carried out in a professional manner, by trained and experienced employees adhering to the NCC standards as specified by the NCC representative. A list of employees shall be provided with the tender indicating maintenance experience (See Mandatory Requirements – Appendix B). Amendments to and updating of this list shall be submitted to the NCC representative for approval. Any employee not on the list and reporting to work may, at the discretion of the NCC representative, not be accepted and asked to leave. The standing offer agreement may also be terminated for such a reason.

c. **Hours of Work:** In order to accommodate a 40-hour working week, crew(s) are expected to provide 8 hours of service per day. Hours of work can begin as early as 7am and cease no later than 5:00 pm Monday to Friday excluding

statutory holidays. Start and end times will be agreed upon with the NCC representative managing the work in advance of start-up. The working hours shall be calculated when the crew commences work on the work site until work ceases at the site, excluding lunch hour which will not be compensated. (Travel time to work sites shall not be compensated.) If further changes are required, they must be agreed upon with the NCC representative managing the work. Changes to the work schedule can be made only after consultation and acceptance by the NCC. Should operational requirements dictate, the commencing and finishing hours may be modified or extended by the NCC representatives on a one-day (24 hours) notice.

- d. **Quantity of Work:** The quantity of work to be scheduled for a specified time frame will be determined by the NCC. The number of crews will be increased or decreased according to NCC needs and workload. The increase-decrease of the number of crews indicated shall be actioned no later than three calendar days after notification. During rainy or other unfavorable weather conditions or situations, the crew will be paid for a minimum of three hours, provided they are on the location or site as standby. The NCC representative will notify the Contractor in advance, under unfavorable weather conditions, to cancel work. In this situation no minimum hours will be paid.
- e. **Change of Crew Size:** No crew size shall be smaller than the Crews identified in Appendix C – Financial Proposal Form. Partial crews will not be accepted.
- f. **Transportation:** The contractor shall provide all necessary transportation for his personnel, tools and materials to and from the work site. No personal vehicle will be tolerated on the work site.
- g. **Dress:**
  - i) Summer Operations: The Contractor shall be aware that NCC dress regulations for this work do not allow athletic style T-shirts, halters or short pants while working. All employees of the contractor shall be dressed in a neat and presentable fashion and shall wear CSA approved footwear. Shirt to be worn buttoned at all times and be free of rips/tears. The Contractor shall meet these regulations.
  - ii) Winter Operations: All employees of the Contractor shall be dressed in a neat and presentable fashion and wear CSA approved footwear.

## 2.5 General

### General Description of Work:

The work herein described is to be performed by professional tree workers who, through related training and on-the-job experience, are familiar with the techniques and hazards of the work including trimming, maintenance repairs and removal. Familiarity with equipment required to perform this work is essential.

- a. **Use of Climbing Spurs:** Unless otherwise instructed, climbing spurs or irons are not approved for use on live trees. These can only be used on dead trees or for tree removal.
- b. **Disinfection:** Tools are to be disinfected with methyl alcohol at 70% (denatured wood alcohol diluted appropriately with water) or Clorox solution prior to commencing work on each tree. Disinfection to take place after each cut on diseased trees as per the direction of the NCC representative. If/when the contractor identifies a tree as diseased, he must notify the NCC representative immediately.
- c. **Damages:** Damages as a result of the work of this Contract, to plant material, surfaces, structures or items, must be replaced or repaired to the satisfaction of the NCC or other owners of the affected property within 10 days of the damage being brought to the attention of the contractor, or within a period of time satisfactory to the Commission. All damages shall be reported immediately to the NCC representative.
- d. **Traffic Control:** All traffic control on NCC and other municipal roadways shall be the responsibility of the Contractor. Guidance shall be obtained from RCMP or other local policing agencies as to the extent of control required. The NCC field manual of traffic control shall also be used. All signs used for traffic control shall be bilingual. Safety vests shall be worn when possible conflict between vehicles, employees and the general public exists.
- e. **Utilities:** The successful contractors may be requested to perform pruning near and/or above utility lines, such as Hydro, Cable, etc.
- f. **Canadian Food Inspection Agency:** The Contractor will be expected to comply with all regulations set forth by the Canadian Food Inspection Agency regarding the management of controlled materials, presently Ash (*Fraxinus* spp.) falls into this categorization. The Contractor is responsible for the payment of any associated fees for disposal of trimmings, branches, brush chips and bark, and wood material. In regard to the present CFIA regulations for Ash, the NCC will be attempting, wherever possible, to keep chipped material and some wood on site. This may require shifting the chipper chute to ensure no chip piles are created (chip will not be any deeper than 10cm), chipping into the truck box and dumping at another location (all efforts will be made to find sites close to work site), and spreading the chip or wood that will be left around said site.
- g. **Environment Canada:** The Contractor shall be aware and comply with

regulations set out aspart of Environment Canada’s Migratory Birds Convention Act, 1994, the Migratory Birds Regulations and the Species at Risk Act..

## **SECTION C - TECHNICAL SPECIFICATIONS**

### **1. Tree and Stump Removal**

#### **1.1 Description of Work**

The work described in this specification involves the takedown, removal and disposal of trees in areas and locations herein specified. All emergency and special situations are covered in this work.

#### **1.2 Location**

Various NCC locations in the National Capital Region. All work on the Ontario side is within approximately 15 kms of downtown Ottawa, and all work on the Quebec side (including Gatineau Park) is within approximately 40 kms of downtown Ottawa.

#### **1.3 Special Instructions**

The Contractor is to be aware that elm wood removed as part of this work shall be done separately from other wood. Elm wood shall be destroyed, buried or burnt as soon as possible after removal at the Contractor’s expense.

Elm wood shall not be made available for firewood. The Contractor is to follow all regulations by the Canadian Food Inspection Agency. The Contractor must arrive on site each day without any branches or wood chips in the truck. The Contractor will be expected to comply with all other regulations set forth by the Canadian Food Inspection Agency regarding the management of other controlled materials such as Ash (*fraxinus* spp.).

### **2 Work Notification and Implementation**

#### **2.1 Work Notification**

- a) General: The workload will be provided to the contractor with as much lead time as possible. The successful contractor is to be aware that the nature of the work does not always allow for pre-planning. In addition, the successful bidder must be prepared to meet the requirements in Section C 2.1.b below.
- b) Work Identification
  - i. Requisitions indicating the specific location, quantity and completion deadlines will be provided to the Contractor for the work required.
  - ii. The Contractor shall, whenever possible, complete all the work in each requisition prior to moving to another location.

- iii. If the Contractor wishes to move his crew prior to the work being completed, approval must be obtained from the NCC representative.
  - iv. The Contractor shall notify the NCC representative 8 hours prior to commencement of work on any requisition.
- c) Work Requisition Procedures
- i. The Contractor shall receive from the NCC representative a duly signed requisition authorizing the work.
  - ii. The Contractor will acknowledge receipt of the requisition by signing it and indicating his acceptance and understanding of the work and the target date for completion.
  - iii. The Contractor will retain the original copy.
  - iv. Upon completion of the work, the Contractor shall seek acceptance of the work and its quality and shall submit the duly signed requisitions with his invoice to NCC Payables at payables@ncc-ccn.ca.

d) Measurement of Trees

For the purpose of sizing trees, the caliper will be determined by a diameter tape measurement of the tree trunks taken at breast height (dbh) 1.37 meters (4'5") above ground level for tree removal and for the stump removal at 6 inches (15 cm) above ground level.

e) Tree Tags

The Contractor shall remove all identification tags located on trees prior to removal. Tags are to be turned in daily to the NCC representative.

## 2.2 Work Implementation

- a) Tree Removal: The trees indicated on the requisition shall be removed leaving a stump no higher than 6" (15 cm). If a situation dictates that a higher stump must be left, approval must be sought from the NCC representative. Foreign objects may be encountered in some trees. A prework inspection will be undertaken on each tree and site prior to commencement of work to identify any hazards, egress routes, and to ensure correctly located warning signage and any required traffic control is in place. As a part of this inspection, the canopy and cavities of the tree will be evaluated for any active bird nesting or wildlife activities. If an active migratory bird nest or species at risk is identified as part of the inspection, the NCC representative will be contacted and work will be terminated at that time until a mitigation strategy is established.



- b) Stump Removal: The NCC may require two (2) types of stump removal. The first will require the contractor to remove the entire stump and all debris for said activity. Debris is to be removed from site daily and the area to be backfilled with topsoil and seeded with a Parkmix grass seed. The second will require the Contractor to graze the stump, root flare, and in some cases large surface roots extending from root flares right at the soil surface ensuring it is entirely below grade (minimum 10cm). All material from the stump removal can be backfilled into the hole and left on site. All responsibility for location of underground utilities is the responsibility of the contractor.
  
- c) Clean-up and Disposal
  - i. All trimmings and debris resulting from the work herein specified shall be removed from the work site at the end of each working day.
  - ii. Broken branches of adjacent trees, shrubs or valuable undergrowth shall receive the proper corrective treatment recognized for these conditions.
  - iii. The removal and transportation of the above trimmings and debris shall be done in such a manner as to leave public thoroughfares clean and free of debris and all local by-laws are adhered to concerning the transportation of loose material.
  
- d) Disposal Fees: All disposal fees are the responsibility of the Contractor for the duration of this contract.
  
- e) Existing Services - above and underground
  - i. Before commencing work, the Contractor is responsible to establish locations and identify extents of all utility/service lines in area of work. Once completed, the Contractor must notify NCC Representative of findings;
  - ii. The Contractor must contact City and Provincially approved public/private utility providers to determine location and extents of their service lines;
  - iii. Where unknown services are encountered, the Contractor must immediately advise Engineer and confirm findings in writing;
  - iv. The Contractor must identify by use of marking paint, identification flags or other standard industry approved manner;
  - v. Where work involves adjusting of existing services, the Contractor must carry out work as directed by the Engineer;
  - vi. The Contractor must repair all damage caused by work to existing public services at Contractor expenses;
  - vii. In the case that existing utilities fall within proximity to a tree or tree part that is to be the subject of work, the Contractor will contact the utility in question and request clearance work be provided or a temporary shutdown be provided to allow for work to proceed in a safe manner.

## APPENDIX B

### Mandatory Requirements

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidders must indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled “Page Number” for all information included.
- IV. Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.

MANDATORY ITEMS	Mandatory Met?  Yes or No	Page Number
<p><b>1. Class A Tree Climber/Arborist:</b> Must be an experienced and certified/qualified arborist with experience in climbing, rigging and large tree removal.</p> <p>Provide proof via <b>either</b>:</p> <ul style="list-style-type: none"> <li>- A resume referencing a minimum of five (5) years’ experience in climbing, rigging and large tree removals <b>AND</b> a copy of a <u>valid</u> International Society of Arboriculture (ISA) certificate or ISA certificate number.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>- A resume referencing a minimum of ten (10) years’ experience in climbing, rigging and large tree removals <b>AND</b> proof of training/qualification related to tree removal that has been completed within the last ten (10) years. Copy(ies) of certificate(s) and details on the duration and subject matter of the training/qualification referenced <b>MUST</b> be provided. If referencing a training/qualification that was completed over ten (10) years ago, proof of continuing education during the last ten (10) years must also be provided.</li> </ul> <p>NOTE: If an ISA certification is provided, it will be verified via the ISA website credential check located at: <a href="http://www.treesaregood.org/findanarborist/verify">www.treesaregood.org/findanarborist/verify</a></p>		Page:
<p><b>2. Class B Tree Climber/Arborist:</b> Must be an experienced and certified/qualified arborist with experience in climbing, rigging and large tree removals.</p> <p>Provide proof via <b>either</b>:</p>		Page:

<ul style="list-style-type: none"> <li>- A resume referencing a minimum of three (3) years' experience in climbing, rigging and large tree removals <b>AND</b> a copy of a <u>valid</u> International Society of Arboriculture (ISA) certificate or ISA certificate number.</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>- A resume referencing a minimum of five (5) years' experience in climbing, rigging and large tree removals <b>AND</b> training related to chainsaw use, climbing and rigging as it relates to tree removal. All related training certificates must be provided.</li> </ul> <p>NOTE: If an ISA certification is provided, it will be verified via the ISA website credential check located at:  <a href="http://www.treesaregood.org/findanarborist/verify">www.treesaregood.org/findanarborist/verify</a></p>		
<p><b>3. Ground person:</b> Must have chainsaw certification.</p> <p>Provide proof of completed chainsaw training via a copy of a certificate of completion or equivalent.</p>		<b>Page:</b>
<p><b>4. Stump Removal Foreman:</b> Must have a minimum five (5) years' experience related specifically to operating a stump grinder and managing stump removal operations.</p> <p>Provide proof via a resume.</p>		<b>Page:</b>
<p><b>5. Employee Experience and Certification:</b></p> <p>Provide:</p> <ul style="list-style-type: none"> <li>- a complete list of employees for each proposed crew (Crew 1, Crew 1a, Crew 2, Crew 2a, Crew 3, Crew 3a, Crew 4, Crew 4a), and</li> <li>- curriculum vitae for each employee indicating maintenance and other related experience.</li> <li>- NOTE: These employees must be the same employees indicated in the Mandatory Requirements # 1 to 4.</li> </ul>		<b>Page:</b>

**APPENDIX C**  
**Financial Proposal Form**

The Contractor agrees that the following is (are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1.0.

The Bidder agrees that:

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies; and
- (b) the Unit Price (excluding tax) must be entered for each item (box) listed or will be subject to disqualification; and
- (c) the Price per Unit as tender governs in calculating the Extended Total, and any errors in the extension of the Price per Unit and in the addition of the Extended Totals shall be corrected by the NCC in order to obtain the Grand Total; and
- (d) Unit Prices must be all inclusive with the exception of tax; and
- (e) All rates must be expressed in Canadian dollars; and
- (f) Bidders must meet all mandatory requirements; and
- (g) Bidders must bid on either Tree Removal Services in Ontario (Category 1 and 2) **OR** Tree Removal Services in Quebec (Category 3 and 4) **OR** both Tree Removal Services in Ontario and Quebec (Category 1, 2, 3 and 4).

**UNIT PRICE TABLE: ONTARIO (CATEGORY 1 AND 2)**  
**Hourly Rates Schedule**

Category	Description	STANDARD SERVICE						EMERGENCY SERVICE					
		Quantity for bid evaluation purposes only* A	YEAR 1 Hourly Rate (excluding taxes) B	YEAR 2 Hourly Rate (excluding taxes) C	YEAR 3 Hourly Rate (excluding taxes) D	YEAR 4 Hourly Rate (excluding taxes) E	Extended Total Standard Service* F=A(B+C+D+E)	Quantity for bid evaluation purposes only* G	YEAR 1 Hourly Rate (excluding taxes) H	YEAR 2 Hourly Rate (excluding taxes) I	YEAR 3 Hourly Rate (excluding taxes) J	YEAR 4 Hourly Rate (excluding taxes) K	Extended Total Emergency Service* L=G(H+I+J+K)
Category 1 ONTARIO	<b>CREW 1: Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box)</li> <li>• Chipper that can accommodate a 30 cm diameter wood</li> </ul>	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	10	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
	<b>CREW 1A: 2-person crew- traffic control with all necessary signage and tools</b>	5	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	1	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
Category 2 ONTARIO	<b>CREW 2: Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 cu.m. capacity)</li> <li>• Chipper that can accommodate a 30 cm diameter wood</li> </ul>	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	10	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
	<b>CREW 2A: 2-person crew- traffic control with all necessary signage and tools</b>	5	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$	1	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$
<b>TOTAL (Sum of Extended Totals for Categories 1 and 2)* :</b>						\$						\$	
<b>GRAND TOTAL (TOTAL Standard Service + TOTAL Emergency Service)* :</b>		\$											

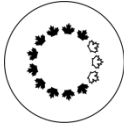
\*For evaluation purposes only. Prices quoted are all-inclusive.

**UNIT PRICE TABLE: - QUEBEC (CATEGORY 3 AND 4)**  
**Hourly Rates Schedule**

Category	Description	STANDARD SERVICE						EMERGENCY SERVICE					
		Quantity for bid evaluation purposes only* A	YEAR 1 Hourly Rate (excluding taxes) B	YEAR 2 Hourly Rate (excluding taxes) C	YEAR 3 Hourly Rate (excluding taxes) D	YEAR 4 Hourly Rate (excluding taxes) E	Extended Total Standard Service* F=A(B+C+D+E)	Quantity for bid evaluation purposes only* G	YEAR 1 Hourly Rate (excluding taxes) H	YEAR 2 Hourly Rate (excluding taxes) I	YEAR 3 Hourly Rate (excluding taxes) J	YEAR 4 Hourly Rate (excluding taxes) K	Extended Total Emergency Service* L=G(H+I+J+K)
Category 3 QUEBEC	<b>CREW 3: Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box)</li> <li>• Chipper that can accommodate a 30 cm diameter wood</li> </ul>	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	10	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____
	<b>CREW 3A: 2-person crew- traffic control with all necessary signage and tools</b>	5	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	1	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____
Category 4 QUEBEC	<b>CREW 4: Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 cu.m. capacity)</li> <li>• Chipper that can accommodate a 30 cm diameter wood</li> </ul>	100	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	10	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____
	<b>CREW 4A: 2-person crew- traffic control with all necessary signage and tools</b>	5	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____	1	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____/hr	\$ _____
<b>TOTAL (Sum of Extended Totals for Categories 3 and 4)* :</b>						\$ _____						\$ _____	
<b>GRAND TOTAL (TOTAL Standard Service + TOTAL Emergency Service )* :</b>		\$ _____											

\*For evaluation purposes only. Prices quoted are all-inclusive.

<b>Company Name :</b>	
<b>Name of Authorized Person :</b>	
<b>Address :</b>	
<b>City :</b>	
<b>Province :</b>	
<b>Postal Code:</b>	
<b>Telephone Number :</b>	
<b>Email Address :</b>	
<b>Signature :</b>	
<b>Title :</b>	
<b>Date :</b>	



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## INSTRUCTIONS TO TENDERERS

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### 1. Address

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

- Tenders not submitted on the accompanying Tender/Contract form.
- Faxed tenders unless otherwise stated.
- Tenders and amendments received after the tender closing date and time.
- Incomplete tenders may be rejected.
- Unsigned tenders shall be subject to disqualification.
- In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

### 4. Revision of Tenders

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

Changes must be clearly identified.

### 5. Completion of Tender/Contract Form

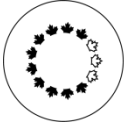
Insert prices in Appendix C – Financial Proposal Form.

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

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

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





## INSTRUCTIONS TO TENDERERS

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

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

### 6. Insurance

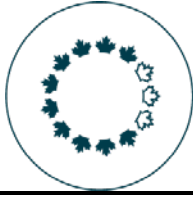
The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise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

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

### 7. Applications for Approval Certificates

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

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



## GENERAL CONDITIONS

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### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

The contractor will not subcontract any of the services.

### 3. Indemnification

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

### 4. Property of the National Capital Commission

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

### 5. Permits and By-Laws

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

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## **GENERAL CONDITIONS**

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

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

### **7. Publicity**

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

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

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

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

The NCC Technical Authority shall:

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

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

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

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

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## GENERAL CONDITIONS

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

### **17. Security Deposit**

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

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

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

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

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

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

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

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## GENERAL CONDITIONS

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

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

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

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

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

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

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

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

### **24. Payment**

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

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## GENERAL CONDITIONS

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



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**25. Correction of defects**

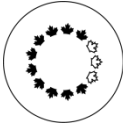
Should the Contractor receive notice from the Technical Authority requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect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

**26. Liability Insurance**

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

**27. Workers Compensation**

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



**Occupational Health and Safety Requirements**

**1. General**

**1.1** In this Contract “OHS” means “occupational health and safety”.

**1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.

**1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:

1.3.1 health and safety of persons on site;

1.3.2 safety of property on site;

1.3.3 protection of persons adjacent to the site; and,

1.3.4 protection of the environment.

**1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:

(a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;

(b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;

(c) Applicable provisions of the *Canada Labour Code, Part II*;

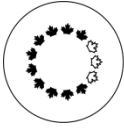
(d) Employment standards legislation in the province(s) in which any part of the work is performed; and

(e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.

The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.

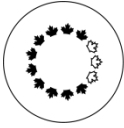
**1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.

**1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the



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



**2. Qualifications of Personnel**

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

**3. Certification**

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

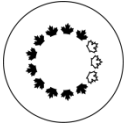
**4. Plans Policies and Procedures**

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

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

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

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

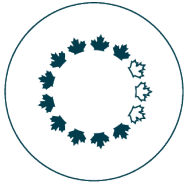


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a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
  - (b) reporting or procedural requirements;
  - (c) resolution of deficiencies.

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



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## SECURITY REQUIREMENTS

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### **Security Requirements**

NCC Corporate Security reserves the right to not award the Contract until such time as the contractor's personnel core employees, **as well as any recurring subcontractors**, have obtained the required level of security screening as identified by NCC Corporate Security. In this case the level of security required will be **Reliability**. In specific cases where work takes place on NCC Official Residences land, the level of security required will be **Site Access**.

NCC Corporate Security reserves the right to refuse access to personnel who fail to obtain the required level of security screening. NCC Corporate Security has the responsibility into whom, and at what security clearance level, has authorized access to ops areas. NCC Corporate Security shall instruct the Contractor to remove from the Site of the Work any person employed by the Contractor for purposes of the Contract who, in the opinion of the Contracting Authority, is incompetent or is guilty of improper conduct, and the Contractor shall not permit a person who has been removed to return to the Site of the Work.

### **Security screening of individual**

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

### **Fingerprinting**

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

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

### **Company Security Officer**

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

### **Responsibilities of the Company Security Officer (CSO)**

The CSO responsibilities are the following:

Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;

In collaboration with the NCC Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;

Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;

- The Contractor shall ensure that only authorized and security screened employees are given access to documents or records for which they have obtained the appropriate level of security clearance and that these employees treat these

documents, records, and the information contained therein, on a need-to-know basis and in accordance with their security classification or designation.

Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;  
- Utmost care must be exercised by the Contractor to ensure the safeguarding of any material prepared or received in handling for the duration of this project.

- When the Contract, the Work, or any information referred pertaining to project, the Contractor shall, at all times, treat and safeguard the information as per their security classification or designation, in accordance with the Government Security Policy.

If a Security incident or suspected breach of security occurs, prepare and submit to NCC Corporate Security an occurrence report as soon as possible.

#### **Access to site**

All visits to site shall be coordinated with, and approved through NCC Corporate Security.

#### **Security of Information**

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

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

#### **Confidentiality and Safeguarding**

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

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

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