

**REQUEST FOR STANDING OFFER AGREEMENT (RFSO)**  
**REQUEST FOR PROPOSALS**

NCC FILE NO.	<b>NR31</b>
NO DE DOSSIER DE LA CCN:	

ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:  TEL - TÉL: 613-239-5080 E-mail – Courriel : <a href="mailto:nathalie.rheault@ncc-ccn.ca">nathalie.rheault@ncc-ccn.ca</a>	BID CLOSING/CLÔTURE DE L'OFFRE: <b>June 20, 2013 at 3 :00 pm Ottawa time</b>
	INVITATION DATE/DATE DE L'APPEL D'OFFRES: May 9, 2013
<b>RETURN ORIGINAL</b> Submit proposal on this form and return it to: <b>RENOYER L'ORIGINAL</b> Veuillez soumissionner en vous servant de la présente formule et la retourner au:	<b>Senior Contract Officer – Nathalie Rheault</b> <b>Procurement Services/Services de l'approvisionnement</b> <b>202-40 Elgin Street/202-40, rue Elgin</b> <b>3rd Floor/3ième étage</b> <b>Ottawa, Ontario K1P 1C7</b>

**Standing Offer Agreement – Archaeological Services**

1. Submit five (5) copies of a proposal to provide professional services, on an as and when requested basis, for the National Capital Commission ("NCC"), as described in the attached Terms of Reference.
2. Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault, telephone number - 613-239-5080, facsimile number - 613-239-5007 or e-mail address – [nathalie.rheault@ncc-ccn.ca](mailto:nathalie.rheault@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the 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.
3. The proposal must include all relevant information as defined in the Terms of Reference and as more particularly described in section 6 of the RFP response.
4. The “Appendix A-Cost proposal” must be submitted in an envelope separately from the proposal documents as outlined in the Terms of Reference. All applicable taxes will be extra to your prices quoted.
5. SOA award for this service will be based on the evaluation criteria set out for this request for proposal (see section J.). The technical evaluation is based on a total of 100 points. The minimum required is 80 points. Only the price envelopes of those firms that qualify (80 points or over) shall be opened.
6. The selection of the successful firms(s) shall be made on the basis of the best overall value to the NCC in terms of technical merit and cost. This will be determined by dividing the proposed cost by the total technical score so as to establish the lowest cost per point. The total cost for the purpose of evaluating proposals shall be the total of all Fees indicated in Appendix A, of the terms of reference.
7. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

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8. The NCC's attached General Conditions – Appendix “A” (6 pages), Supplementary Conditions – Appendix “B” (2 pages), Occupational Health & Safety Requirements (5 pages), Security Requirements (2 pages), Certificate of commitment to implement Employment Equity form (13 pages) and the Supplier Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.
9. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date **will not be accepted.**
10. The NCC reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The NCC also reserves the right to negotiate with the successful proponent and/or any/all proponents.
11. **Page 3 of 6 of this Request for Proposal must be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of this Request for Proposal, including the Terms of Reference, the General Conditions and any/all other attachments referred to herein.**
12. **Facsimile or e-mail transmittal of proposals are not acceptable.**
13. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this Request for Proposal. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the NCC is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
14. This Request for Proposal and any contract resulting therefrom is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
15. The NCC shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the NCC and will not be returned.
16. This Request for Proposal and all supporting documentation have been prepared by the NCC and remain the sole property of the NCC, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the NCC. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.
17. The successful Contractor shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the NCC's General Conditions for Professional and Consulting Services.
18. I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price:

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\_\_\_\_\_ (Bidder to enter number of addenda issued, if any).

19. Security and Access - In accordance with the security Policy of the Government of Canada, all persons undertaking work or services at the Official Residences covered by this contract must have met the requirements of a "site access". The NCC reserves the right to refuse access to personnel not passing a "site access" clearance.
20. All pricing must be in Canadian Funds.
21. Payment will be NET 30 days.
22. The attached Employment Equity document forms part of this request for Proposal and must be completed and returned either with your bid or within 24 hours of request. Failure to do so will render the bid non-responsive.
23. It is the intention of the NCC to award approximately three (3) Standing Offer Agreements as a result of this Request for Proposal.

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).

**Contractor's Address - Adresse de l'entrepreneur**

Print Name - Nom en caractère d'imprimerie

Date

Signature

Tel-Tél:

Fax-Télécopieur:

## Standing Offer Agreement Additional Clauses

### Archaeology Services for the National Capital Region (Ontario & Quebec)

#### 1.0 Introduction

The National Capital Commission (NCC) wishes to retain the services of qualified firms to provide **Archaeological Services for various investigations in the National Capital Region (Ontario & Quebec)** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

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

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

#### 2.0 General Instructions

##### 2.0.1 SOA duration

The duration of the SOA is for a period of four (4) years, from the date of award. The hourly rates proponents quote in *Appendix A* the "Rates Schedule and Unit prices" form will be applicable for first year. The following years the contractor's rates will be increased on a yearly basis by the rate of inflation for consumer price index for the City (Ottawa-Gatineau) see section D of the terms of reference.

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-consultants / specialists.

##### 2.0.2 Replenishment of SOA List

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 under Section J of this Terms of Reference.

##### 2.0.3 SOA expenditure limits (per purchase order and estimated expenditure)

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$25,000.00 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified under this RFP for any work that may be required, when the initial estimate of the work exceeds \$25,000.00 CDN all inclusive.

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The total estimated expenditure for all the resulting Standing Offer Agreements will be \$900,000.00 on CDN. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

#### 2.0.4 Purchase Orders (Call-ups)

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *callups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The NCC retains the right to award concurrent and/or consecutive purchase orders to firms (i.e. purchase orders will not necessarily be awarded on a rotational basis). Projects are evaluated on a case by case basis in order to ensure that purchase orders are awarded to firms best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific project schedules and objectives, the level of security clearance required (as and when required) and/or other reasons. The NCC will do its best to ensure that the estimated expenditure of any SOA is not exceeded.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders SOA firms will receive in any given year, the NCC's objective will be:

- to utilize the services of each SOA firm retained when and where possible
- to distribute overall call-up value across the list of firms holding SOAs.

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.

#### 2.0.5 Billing the NCC

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.

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Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and **authorised 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 authorisation.

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

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

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

The NCC will hold back 15% of the contract value for incomplete work such as: final and "as-built" files; editable text files; and complete commissioning documentation including the provision of linked photographic files. All files must be named in accordance with the predefined file naming format.

**TERMS OF REFERENCE  
STANDING OFFER AGREEMENT  
FOR ARCHAEOLOGICAL SERVICES**

**A. Introduction**

The National Capital Commission (NCC) wishes to retain the services of consultant archaeologists to provide services on an "as and when requested" basis under a standing offer agreement. The locations of the sites would be within the National Capital Region in the provinces of Ontario and Quebec.

It is the Commission's intention to award approximately of *three* (3) Standing Offer Agreements for archaeological services.

**B. Scope of Work**

The NCC is directly responsible for the management of archaeological resources on its own lands and reviews works and undertakings on other federal lands and by the Government of Canada in the National Capital Region (NCR). In order to fulfill this responsibility, the NCC applies a standardized process aimed at identifying, assessing and mitigating the impacts of development work on archaeological resources. This process based in larger measure on *Parks Canada Guidelines for the Management of Archaeological Resources* (2005) and its draft *Reference Guide for Archaeological Work on Federal Lands and Lands Underwater* (n.d.). It also supports the federal government's *Archaeological Heritage Policy Framework* (1990), Treasury Board policies dealing with the management of property and heritage assets and, importantly, the *Canadian Environmental Assessment Act*, the main federal legislation of relevance to archaeology.

Within the context of NCC development projects, and based on the history of the subject property as well as on the NCC's "Archaeological Resource Potential. Federal Lands in the National Capital Region" completed in 2000, consultant archaeologists may be required to conduct any one or all of the following five categories of investigations,

**Archaeological Overview:** An overview describes the archaeological potential of the development area based on a background study of the geographic, land use and historic information available for the area. It consists of a review of the local environment, a summary of previous research undertaken in the area, an outline of the general sequence of pre-contact and historic occupations in the region and a more specific discussion of the land use and settlement history of the subject property. The background study may be supplemented by a field inspection of the property.

**Archaeological Survey:** A field survey is required for development projects situated in or encompassing zones assessed as being of high or medium archaeological potential. The standard procedure for this work consists of systematic test-pitting at regular intervals throughout the portion of the archaeological potential zone that will be affected by the project. In instances where projects are located on previously cultivated lands, survey may involve inspection of the surface of freshly ploughed fields. Alternative strategies may be required for special conditions such as brown field properties or deeply buried archaeological resources.

**Archaeological Assessment:** If *in situ* archaeological resources are identified during the survey, then additional fieldwork will be required in order to obtain the information necessary to assess the cultural heritage value of the site. This can involve additional test-pitting at lesser intervals, enlarging earlier positive test pits or conducting limited excavation at selected locations. The aim of such investigations is to acquire a better understanding of the site's extent, composition and contents, its physical integrity, its age and cultural affiliation(s), its historic significance and the its level of potential community interest, including Aboriginal communities.

**Archaeological Impact Mitigation:** This category relates to the development and implementation of a strategy to mitigate a project's impacts on an archaeological site. The main strategies involve avoiding site disturbance by adjusting the project's "footprint", or the removal through systematic excavation of the archaeological deposits endangered by the project.

**Archaeological Monitoring:** Monitoring involves the close observation of construction work, in order to mitigate the impacts of such work on potential archaeological resources. In the event that archaeological resources are uncovered, the consultant archaeologist will immediately halt the construction work and notify the on-site project manager. The consultant archaeologist will then assess the cultural significance of the archaeological remains exposed and, depending on the results of the assessment, will either collect and/or record these remains or recommend other measures to the NCC for their protection.

The methods and techniques employed in the conduct of archaeological investigations on NCC lands will be in accordance with archaeological "best practice" and will be detailed in the Terms of Reference for each project.

### **On-call Services**

In cases of unanticipated discoveries during construction or other development work, the consultant archaeologist may be called upon to provide emergency services. The NCC expects to receive the professional evaluation, advice or recommendations of the consultant archaeologist within a period of 48 hours following the call up.

## **C. Procedure for Individual Purchase Orders**

With the establishment of a "Standing Offer Agreement" each individual project request for work (purchase order) would involve the following procedure:

- The NCC Archaeologist, with the collaboration of the NCC Project Manager, will provide the consultant a written (e-mail or fax) description of the scope of work along with required project schedules and timeframes. Project Terms of Reference will be prepared by NCC Archaeologist and supplied to the consultant.
- The consultant will then be required to provide a brief written proposal and quotation of time and expenses to undertake and complete the project as defined by the NCC Archaeologist. The proposal shall underline the consultant's understanding of the scope of work, the professional staff to be assigned to the project and the proposed staff allocations and timeframe to complete the work.

- Following approval of the consultant's letter proposal, the NCC will issue a purchase order against the SOA to formalize the contract.

**D. SOA Duration/Purchase Order Limit/Total Expenditure Ceiling**

The SOA is for a period of four (4) years from the date of award. Hourly rates quoted will remain the same for the first year.

**D1. Yearly Adjustment to Fixed Fee of SOA**

The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the Fixed Fee of the SOA. The Fixed Fee for the first Year of the SOA shall be the amount as provided by the SOA and indicated in Appendix A. For subsequent Years of the SOA, the Fixed Fee shall be established as follows:

**D2. Year Two of SOA**

The annual Fixed Fee (excluding taxes) for the second Year shall be based on the annual Fixed Fee (excluding taxes) during the first Year plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of February 2013 and February 2014, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for February 2014 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for February 2013 was 131.6.

$\% \text{ difference} = ((133.9/131.6) \times 100) - 100 = 1.7\% \text{ increase}$   
(decrease if % difference is negative)

**D3. Year Three of SOA**

The annual Fixed Fee (excluding taxes) for the third Year shall be based on the annual Fixed Fee (excluding taxes) established for the second Year plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of February 2014 and February 2015, plus applicable taxes.

**D4. Year Four of SOA**

The annual Fixed Fee (excluding taxes) for the fourth Year shall be based on the annual Fixed Fee (excluding taxes) established for the third Year plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of February 2015 and February 2016, plus applicable taxes.

## Note

- The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada’s website at <http://www.statcan.gc.ca/tables-tableaux/sum-som/101/cst01/cpis02a-eng.htm>, in table “Consumer Price Index by city (monthly) All items for Ottawa-Gatineau”.

The maximum all-inclusive amount payable for any one purchase order shall be \$25,000.00 (including applicable taxes) unless approved for a larger amount by the NCC's contract services. The total dollar limit to be expended per firm for the entire Standing Offer Agreement period is \$75,000.00 (including applicable taxes).

## **E. Report Requirements**

For archaeological field surveys, assessments and excavations, the consultant shall provide the NCC a summary report within 10 working days following the completion of the fieldwork. The summary will include an overview of the field activities carried out and their results, a map showing the location of the fieldwork and recommendations for additional work.

A draft report will be provided to the NCC within 4 months of the completion of the fieldwork. One electronic copy (unlocked) of the document is required for review by the NCC archaeologist. The draft report format will be in accordance with the professional archaeological standards currently applied in Ontario and Quebec and shall include, at a minimum, the following:

- An executive summary ( in both official languages);
- An introduction addressing background information, mandate and objectives of the archaeological monitoring undertaken;
- A site plan showing the location of the study area;
- Summary of the history of land use in the study area;
- Description of the project methodology;
- Detailed description and interpretation of the archaeological features recorded and the artifacts collected;
- Recommendations regarding the management of the archaeological resources recorded and their preservation (e.g., conservation of artifacts).
- A photograph catalogue and artifact catalogue.
- All figures, tables, maps, plans, drawings and photographs necessary to the comprehension of the work undertaken and its results.

A revised final report will be provided by the consultant within 10 working days of receipt of the comments of the NCC archaeologist on the draft report. Four printed copies and a copy on a CD-ROM are required.

A ‘letter’ report may be sufficient for archaeological monitoring projects, the results of the project depending. In other instances a draft report and final report will be required.

Archaeological monitoring reports are to be provided as follows:

- Written reports must be provided to the NCC to document verbal recommendations made during monitoring. These reports should be submitted no later than 2 days after the recommendation has been made.

- Four weeks after completion of the on site work, the consulting archaeologist must submit a draft report to the NCC documenting all recommendations made during the project. This report will contain detailed descriptions of the archaeological artifacts collected and features recorded during monitoring, including their provenience and condition, measures undertaken for their preservation and protection and an assessment of the cultural importance of these discoveries.
- A revised final report will be provided by the consultant within 10 working of receipt of the comments of the NCC archaeologist on the draft report.

#### **F. Artifact Collection Repository**

The NCC is the custodian of archaeological artifacts recovered from its lands and is responsible for ensuring long-term permanent management of the artifacts by approved artifact collections repositories. Analysis of the artifacts is part of the present agreement and the collection will be transferred to the NCC once the analysis and final report are completed. Until an agreement has been signed with an approved repository, the NCC will temporarily store artifact collections in an appropriate facility.

#### **G. Permit Requirements**

The consultant shall be responsible for obtaining a land access permit from the NCC. For archaeological investigations on NCC lands in Ontario, the consultant may be required to hold a valid archaeological licence issued by the Minister of Tourism, Culture and Sports (MTCS). However, it should be noted that neither the *Ontario Heritage Act* nor the *Loi sur le patrimoine culturel du Québec* applies to federal jurisdiction. The consultant shall not, therefore, file a Project Information Form (PIF) with the MTCS or apply for an archaeological permit from the Ministère de la Culture et des Communications (MCCQ). The NCC will provide the appropriate ministry a copy of the final report.

In accordance with an protocol signed with the Kitigan Zibi Anishinabeg and the Algonquins of Pikwàkanagàn First Nation for the co-management of archaeological resources on NCC lands, the NCC will inform these two communities of the archaeological investigation to be undertaken and the consultant selected to conduct this work. Also in accordance with this protocol, the consultant will be encouraged to hire, where possible, one or more Algonquin field assistants from these communities.

#### **H. Technical Proposal**

The proposal must include the following specific information for it to be considered:

##### 1. Team Organization –10 points

Please provide a description of the firm or organizational chart indicating key team members (including back-up members and sub-consultants) and their roles and responsibilities.

Indicate who in the firm has ultimate responsibility to resolve major problems.

##### 2. Experience of the firm – 40 points

Please provide a brief description (maximum 10 pages) of three projects similar in nature and scope for each category of investigation requested that have been conducted during the past ten years. The following information is required for each project:

- Client name and telephone number
- Nature of the project
- Whether the firm acted as prime or sub-consultant
- Nature and duration of the archaeological work
- Value of the archaeological contract

The experience of the firm and personnel with government agencies must be clearly indicated. Experience with government agencies is preferred.

### 3. Technical and Management Expertise – 40 points

The consultant will provide Curriculum vitae for the members of the proposed team likely to be assigned to the work. Each Curriculum vita will be 2 pages in maximum length and will indicate the following:

- Level of certification of the individual;
- The individual's experience and technical knowledge and, for key personnel, organization and managerial competency to perform effectively the required tasks;
- The degree of involvement and relevant expertise of the principal, as well as the expertise and experience of the project manager and other key personnel on comparable projects conducted over the past 5 years

The proposed staff must have, as a minimum, the following number of years of related archaeological experience:

Senior Archaeologist	10 years
Assistant Archaeologist	5 years
Field Assistant	3-5 years

The proposal shall state clearly the number of years of related archaeological experience for each member of the proposed team. One person may be considered for more than one category.

Staff turnaround: the consultant will provide the NCC a copy of the Curriculum vitae of new personnel replacing any member of the originally proposed team likely to be assigned to the work.

### 4. Client References – 10 points

The consultant shall provide the names, addresses and telephone numbers of three client contacts for the projects listed. Reference check will be made with two of the clients, to verify satisfaction with the services provided by the consultant.

The NCC reserves the right to also self-reference based on past work that the consultant has completed for the Commission (if applicable).

**I. Cost Proposal**

**The cost proposal (Appendix A) MUST be provided in a separate envelope, distinct and separate from the technical proposal.**

Fees are inclusive (i.e., the consultant archaeologist is responsible for supplying clothing, safety equipment, on-site hand-held (non-mechanical) tools, cameras and developing costs, forms, office supplies, displacement costs, office expenses, and any other cost, for the consultant’s personnel, within the hourly rates) and must be indicated in Canadian funds. Fees apply only to time spent on field work or preparing reports. No expenses, additional fees or disbursements will be paid by the NCC for in-house computer workstation and plotter charges.

No travel expenses will be paid over and above the hourly rate.

The consultant is required to provide hourly rates distinctly for each category of work and level of experience. Level of experience is defined in Section H.

Provide one hourly rate for each classification, that is senior archaeologist, assistant archaeologist and field assistant (see Appendix A). All expenses and disbursements must be included in your hourly rate.

**J. Proposal Evaluation**

The selection of the successful firm or individual shall be made on the basis of the best overall value to the NCC in terms of technical merit and cost.

The proposals shall be evaluated as follows:

1. Technical Proposal

<b>Criteria</b>	<b>Rating</b>	<b>Proposal 1</b>	<b>Proposal 2</b>	<b>Proposal 3</b>
Team Organization	10			
Firm’s experience, expertise and ability to show adequate staff to provide the services indicated	40			
Qualifications and experience of proposed personnel	40			
References	10			
<b>Total Technical Score</b>	<b>100</b>			

A minimum of 80% must be obtained under the technical evaluation for the fee proposal to be considered.

<b>EVALUATION CRITERIA</b>
Excellent: exceeds requirements (90-100% of possible score).
Very good; fully satisfies requirements (80-90% of possible score)
Good: fully satisfies most requirements (70-80% of possible score).
Acceptable: satisfies minimum requirements (60-70% of possible score).
Does not satisfy some of our minimum requirements (40-60% of possible score).
Does not satisfy our minimum requirements (20-40% of possible score).
Is completely unacceptable or irrelevant (0-20% of possible score).

2. Fee Evaluation:

Fee evaluation shall be made on the basis of the best overall value to the NCC in terms of technical merit and cost. This will be determined by dividing the weighted total cost (as described below) by the total technical score so as to establish the lowest cost per point.

The total cost, for the purpose of evaluating proposals only, will be completed by weighting the submitted rates based on a typical project. Hourly rates for all categories must be submitted in order for the proposal to be considered valid. Failure to provide pricing for each category may result in the disqualification of your proposal.

The hourly rates will be combined into a total cost per category by applying the following ratio of times:

Senior Archaeologist	1.0
Assistant Archaeologist	1.0
Field Assistant	2.0
Heavy Equipment/Backhoe	0.5

**APPENDIX A - COST PROPOSAL**

**PROPOSALS FOR STANDING OFFER AGREEMENT  
FOR ARCHAEOLOGICAL SERVICES FOR NCC PROJECTS**

**Failure to provide pricing for each category may result in the disqualification of your proposal.**

<b>Experience/ Level</b>	<b>Hourly rate</b>
<b>Senior Archaeologist</b>	\$ _____/hr
<b>Assistant Archaeologist</b>	\$ _____/hr
<b>Field Assistant</b>	\$ _____/hr
<b>Heavy Equipment/Backhoe</b>	\$ _____/hr

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Company name

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Signature Date

**GC1 Interpretation**

## 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter
- 1.1.3 “Contractor” means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work under the Contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations in accordance with the Contract;
- 1.1.5 “NCC” means the National Capital Commission
- 1.1.6 “NCC Representative” means the person designated in the Contract, or by written notice to the Contractor, to act as the Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Representative to the Contractor.
- 1.1.7 “prototypes” includes models, patterns and samples;
- 1.1.8 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 Successors and Assigns**

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

**GC3 Assignment**

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

**GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.

- 4.2 Any delay by the Contractor in performing the Contractor’s obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and exceptional weather conditions of extreme violence or intensity.
- 4.3 The Contractor shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Representative(s), the Contractor shall deliver a description, which is satisfactory to the NCC Representative of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the NCC may exercise the right of termination contained in GC8.

**GC5 Indemnification**

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

**GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile or electronic mail, addressed to the party for whom it is

intended at the address mentioned in the contract. Any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by facsimile or electronic mail 24 hours after was transmitted. The address of either party may be changed by notice in the manner set out in this provision.

#### **GC7 Canadian Labour and Materials**

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

#### **GC8 Termination or Suspension**

- 8.1 The NCC may, by giving written notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the NCC before the giving of such notice shall be paid for by the NCC in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The NCC shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.
- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the NCC Representative, that the costs and expenses were actually incurred by the Contractor, that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the NCC under the provisions of GC8 except as expressly provided therein.

#### **GC9 Termination due to Default of Contractor**

- 9.1 The NCC may, by written notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the

Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

- (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the NCC's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 In the event that the NCC terminates the work in whole or in part under GC9.1, the NCC may arrange, upon such terms and conditions and in such manner as the NCC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the NCC for any excess costs relating to the completion of the work.

9.3 Upon termination of the work under GC9.1, the NCC may require the Contractor to deliver and transfer title to the NCC, in the manner and to the extent directed by the NCC, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

The NCC shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the NCC Representative, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the NCC pursuant to such direction. The NCC may withhold from the amounts due to the Contractor such sums as the NCC determines to be necessary to protect the NCC against excess costs for the completion of the work.

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5 If, after the NCC issues a notice of termination under GC9.1, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

#### **GC10 Records to be kept by Contractor**

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.

10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of three years following completion of the work.

**GC11 Ownership of Intellectual and Other Property including Copyright**

- 11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.
- 11.2 Technical documentation shall contain the following copyright notice:  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)  
as represented by the National Capital Commission
- 11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the NCC. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the NCC any articles or things embodying such technical information and inventions.
- 11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the NCC for the purpose of registering the NCC's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the NCC pursuant to this section, to sign a release form in a form satisfactory to the NCC, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the NCC's use, or modification of the work.

**GC12 Conflict of Interest**

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

**GC13 Contractor Status**

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

**GC14 Warranty by Contractor**

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

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

**GC15 Amendments**

- 15.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC16 Entire Agreement**

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

**GC1 Hours and Place of Work**

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

**GC2 No Additional Remuneration**

- 2.1 It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in clause 3.1 of the contract and set out in greater detail in the Terms of Payment of the present contract.

**GC3 Compliance with Legal Requirements**

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

**GC4 Responsibility of the NCC**

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

**GC5 Ownership of Documents**

- 5.1 All documents submitted or prepared by the Contractor under the terms of the contract shall become the property of the NCC, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than the NCC, unless expressly authorized by the NCC. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
- 5.3 As may be directed in writing by the NCC upon the expiry, termination or completion of the Contract, the Contractor shall either return to the NCC forthwith all documents or records provided to it by the NCC or destroy all documents and records, together with satisfactory proof of such destruction.
- 5.4 The NCC shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

**GC6 Copyright**

- 6.1 In accordance with section 12 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the NCC from the date of its first publication, during the remainder of that calendar year and for a period of fifty (50) years from the end of that calendar year.

**GC7 Ownership of Inventions**

- 7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the NCC, and he may not apply for a patent in connection with any inventions unless he has the written consent of the NCC.

**GC8 Managers, Employees, Agents and Sub-contractors**

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

**GC 9 Use of NCC Geometrics' Database**

- 9.1 The Contractor may request through the NCC Representative the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.
- 9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.
- 9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.
- 9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.
- 9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.
- 9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.
- 9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material including any derived works to the NCC, or provide proof to the NCC that all copies of the database and related material have been destroyed

## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

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

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

### Additional information

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

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

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

### Company Security Representative

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

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

- They must be employees of the Contractor;

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## SECURITY REQUIREMENTS

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

### **Responsibilities of the Company Security Representative**

The CSR's responsibilities are the following:

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

## Federal Contractors' Program for Employment Equity



Human Resources and  
Skills Development Canada

Ressources humaines et  
Développement des compétences Canada

Labour Branch

Direction générale du travail

Federal Contractors  
Program

Programme de contrats  
fédéraux

OFFICIAL USE ONLY

Certificate N° :

### Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization	Parent company is located outside Canada Yes No		
Operating Name (if different)	Procurement Business N° :		
Employer's North American Industry Classification System (NAICS) Code Number	Total no. employees in Canada (Full-Time/Part- Time/Temporary) ▶		
HEAD OFFICE			
Address (street, building, etc.)	City	Province	Postal Code
	Telephone	Fax	
EMPLOYMENT EQUITY CONTACT			
Name	Title		
Telephone	E-mail		
CERTIFICATION			
<p>The above-named organization: •having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND •intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.</p>			
SIGNATORY			
<p>NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.</p>			
Name (print)	Title		
Signature	Date		
RETURN INSTRUCTIONS			
<p>IMPORTANT •Your organization will be required to implement an Employment Equity Program once awarded a contract of \$200,000 or more. You could then be subject to a compliance review which could take up to a year to complete.</p>			

## **CRITERIA FOR IMPLEMENTATION FEDERAL CONTRACTORS PROGRAM**

### **Criterion 1: Communication of Employment Equity to Employees**

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President:

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities and members of visible minorities)
- the measures the organization has undertaken or will undertake to develop an employment equity program and to meet the corporate objective
- the progress toward implementation of employment equity

Employment equity should be supported by communication activities such as posting the corporate objective or related employment equity messages on bulletin boards and distributing flyers or notices. In addition, the use of e-mail, web sites, newsletters and information sessions for management and employees may also be considered.

To support ongoing communication, the organization should maximize opportunities to educate management, employees' representatives and supervisory personnel on their responsibilities with respect to employment equity and to seek their cooperation in order to achieve the corporate objective. An Employment Equity Committee can often serve as an excellent channel for communications (see criterion 2).

Contractors are encouraged to consult *Guideline 2: Communications* for more information.

**Reference:** *Employment Equity Act, Section 14 and Paragraph 15(1)(a)*  
*Employment Equity Regulations, Subsection 11(j)*

HRSDC Internet site at:

<http://www.hrsdc.gc.ca/en/lp/lo/lsw/we/program/fcp/criteria/1.shtml>

## **Criterion 2: Assignment of Senior Official to Be Responsible for Employment Equity**

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization and have sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to:

- demonstrate at all times the commitment among senior management to employment equity and communicate this commitment to all levels of the organization
- establish an Employment Equity Committee with the aim of articulating the concerns of the workforce and in particular the needs and suggestions of the designated groups
- consult and encourage employees' representatives to participate in the process of implementing employment equity, as such involvement will help ensure that the Employment Equity Program receive the necessary support from all parties
- ensure that the other 10 Federal Contractors Program (FCP) Criteria for Implementation are carried out with the support of the above-noted individuals
- sign off the EE Plan

In cases where the organization is geographically dispersed, it may be more practical to assign responsibility for planning and implementing the employment equity program to the manager/director of each region or branch. However, the organization still requires a senior official to oversee and educate the managers/directors. This will ensure meeting FCP requirements across the organization.

Contractors are encouraged to consult *Guideline 3: Consultation and Collaboration* for more information.

**Reference:** *Employment Equity Act*, Section 15

### **Criterion 3: Collection of Workforce Information**

Contractors can fulfill this criterion by collecting and recording the following workforce information for the designated group members and all employees:

- internal representation data (stock data) taken from the self-identification survey (a high response rate is recommended as a foundation for further analysis)
- hiring, promotion and termination data (flow data) that will allow the contractor to track the progress of employment equity over time
- salary data including top and bottom salary ranges

The above workforce data must be further broken down by:

- employment status (permanent full-time, permanent part-time and temporary)
- four-digit National Occupational Classification (NOC) code grouped into the appropriate 14 Employment Equity Occupational Groups (EEOGs)

<p><b>NOTE:</b> Use of the Employment Equity Computerized Reporting System (EECRS) is strongly recommended to facilitate the collection and management of internal workforce data</p>
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When designing a self-identification survey, contractors should follow the format established in the *Employment Equity Regulations*.

Contractors are encouraged to consult *Guideline 4: Collection of Workforce Information* for more information.

**Reference:** *Employment Equity Act*, Paragraph 9(1)(a), Subsections 9(2) and 9(3) and Section 17  
*Employment Equity Regulations*, Sections 3, 4, 5, 6, 7 and Subsections 11(a), 11(b), 11(c), 11(d), 11(e) and 12(1) and 12(2)

## Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by:

- analyzing the organization's internal representation data (stock data) generated in Criterion 3 by comparing these data with the external representation (availability) using reasonable areas of recruitment at the Employment Equity Occupational Group (EEOG) and/or NOC Unit Group level and at the national, provincial/territorial or Census Metropolitan Area (CMA) level, as appropriate
- analyzing the concentration of the four designated groups by comparing their distribution with that of non-designated group employees at the EEOG level. For example, comparing the distribution of Aboriginal peoples with that of non-Aboriginal peoples
- analyzing the salary levels of the four designated groups by comparing with all non-designated group employees at the EEOG level
- analyzing the hiring, promotions and terminations data (flow data) generated in Criterion 3 for each designated group in each occupational group where underrepresentation has been found by comparing
  - shares of internal hiring with external representation from the Census of Canada and the Participation and Activity Limitation Survey (PALS)
  - shares of internal promotions with internal representation
  - shares of internal terminations with internal representation

**Please note: This flow data analysis only applies to follow-up compliance reviews.**

The contractor must prepare a narrative summary of the results of the above analyses.

HRSDC provides various tools to help contractors complete a workforce analysis. Specifically, these are the Workforce Analysis function in the EECRS, Workforce Analysis Template, the Salary or Clustering Analysis Template and the Employment Equity Data Report which contains the latest Census and PALS data available that provides information about the level of designated group representation in the Canadian workforce. These are all available on the HRSDC Internet site.

Contractors are encouraged to consult *Guideline 5: Workforce Analysis* for more information.

**Reference:** *Employment Equity Act*, Subsection 5(b) and Paragraph 9(1)(a) and Subsection 9(3)  
*Employment Equity Regulations*, Sections 6 and 7 and Subsection 11(f)

## **Criterion 5: Employment systems Review**

For each designated groups where underrepresentation was found in the workforce analysis (Criterion 4), contractors can fulfill this criterion by:

- conducting an extensive review of all formal and informal employment policies and practices to eliminate systemic, actual or potential barriers to employment that may exist in the ways in which the organization traditionally recruits, selects, hires, develops and trains, promotes, retains, terminates and accommodates employees
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits
- demonstrating that new policies and practices used at all levels of the organization where human resource decisions are made are free of bias toward designated group members

Contractors are urged to invite designated group members of their organizations to participate in the employment systems review.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* for more information.

**Reference:** *Employment Equity Act*, Subsection 5(a), Paragraph 9(1)(b) and Section 17  
*Employment Equity Regulations*, Sections 8, 9 and Subsection 11(g)

## **Criterion 6: Establishment of Goals**

Contractors can fulfill this criterion by establishing:

- numerical (quantitative) goals to address any deficiencies identified in the workforce analysis and in the flow data analysis (Criterion 4)
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (Criterion 5)

These goals are to be clearly stated in the Employment Equity Plan (as described in Criterion 7), accompanied by target dates for their achievement and the individual responsible for achieving these goals should be clearly identified. Goals must include realistic targets related to projected opportunities for hiring and promotion and must clearly correct an underrepresentation and/or concentration of designated groups in specific occupations.

Numerical goals must be real numbers and/or percentages that show, in measurable terms, the expected change in the representation of each designated group. Where corporate forecasts do not predict any job vacancies, provisional numerical goals should be stated in the event that unanticipated vacancies arise. Short-term numerical goals are usually set for a period of three years while long-term numerical goals are set for a period of over three years.

Non-numerical goals support the organization's broader employment equity objectives and include initiatives aimed at ongoing communications, modification of employment policies or practices (e.g., recruitment strategies), provision of training and development, improvement of accessibility for persons with disabilities, and establishment of a positive work environment.

The goals must consider:

- areas where improvement is possible based on historical turnover and future business plans
- the impact of using alternative recruiting sources and adjusted qualification requirements
- restrictions imposed by collective agreements on hiring or staff movement
- the effect of filling certain positions in fields that require specialized skills
- anticipated future vacancies

## **Criterion 6: Establishment of Goals (continued)**

In cases where a contractor's workforce is located in more than one geographic area, the organization may establish goals for each area. This will allow for the recognition of regional differences and reinforce local management accountability for the achievement of employment equity. However, when managers develop goals for their own operations, these goals should also be reviewed at the corporate (head office) level to ensure consistency and adherence to the corporate commitment.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

**Reference:** *Employment Equity Act*, Paragraphs 10(1)(d) and 10(1)(e), Subsections 10(2) and 10(3), Sections 11 and 13

## **Criterion 7: Development of an Employment Equity Plan**

The objective of the *Employment Equity Plan* is to guide the organization toward meeting its employment equity goals. It should contain:

- numerical goals (Criterion 6)
- non-numerical goals (Criterion 6) that:
  - identify barriers to be eliminated as a result of the employment systems review (Criterion 5)
  - specify the temporary special measures, reasonable accommodation (Criterion 8) and permanent positive policies and practices (Criterion 9)
  - identify how the program will be regularly communicated (Criterion 1)
  - indicate how the program will be monitored (Criterion 10)

These goals have to be assigned to individuals or units within the organization with a schedule of activities over the first three years for short-term goals and for more than three years for long-term goals.

The plan should be viewed as a working document and as such, be reviewed regularly. Changes to the plan should be made as required when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

In cases where a contractor's workforce is dispersed over more than one geographic area, the organization may wish to delegate responsibility for developing individual plans of action to each geographic unit so that goals and proposed activities are relevant to the respective situations. However, such region or branch plans must be integrated into a comprehensive corporate plan to allow effective monitoring of achievement by both the organization's executives and Human Resources and Skills Development Canada.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

**Reference:** *Employment Equity Act*, Section 10, Paragraph 15(1)(b) and Subsections 15(2) and (3)  
*Employment Equity Regulations*, Subsections 11(h) and 11(i)

## **Criterion 8: Adoption of Special Measures and Reasonable Accommodation**

Contractors can fulfill this criterion by taking temporary special measures within their organizations to accelerate the entry, development and promotion of designated group members. The aim of these special measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Special measures may include activities related to recruitment, training and skills upgrading for future promotion and assignments (for example, temporary modification of promotion requirements or targeted recruitment/training).

Reasonable accommodation refers to steps taken to address the different needs of designated groups. This might include such actions as adjusting job duties, reevaluating skill requirements or making structural changes to meet the needs of persons with disabilities. It might also include special leave provisions to accommodate the observance of traditions of persons from different cultural and religious groups.

Contractors are encouraged to develop and implement a written accommodation policy.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* and *Guideline 7: Employment Equity Plan* for more information.

**Reference:** *Employment Equity Act*, Subsections 5(b) and 6(a), Paragraphs 10(1)(a) and 10(1)(c) and Subsection 10(3)

## **Criterion 9: Establishment of a Favourable Work Environment**

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but also is conducive to the retention and movement of all employees from one occupational level in the organization to another.

Positive policies and practices may include:

- formal written policies on employment equity and non-harassment
- an employee assistance program
- mentoring programs
- exit interview procedures
- multicultural events to promote the understanding of designated groups

**Reference:** *Employment Equity Act, Section 2*

## **Criterion 10: Adoption of Monitoring Procedures**

Contractors can fulfill this criterion by including in the organization's Employment Equity Plan measures to regularly monitor and evaluate the organization's employment equity program and retain all relevant statistics and documentation.

The description of the monitoring system should include:

- methods to be used to determine the organization's status with respect to meeting its employment equity goals at any given time
- time frame and methodology for periodically reviewing and updating the statistical profile of the organization's workforce, communication of employment equity achievements or concerns, the status of remedial measures and the impact of new policies and practices
- identification of employees responsible for analyzing the results, initiating any subsequent actions or change in plans and reporting progress to the organization's Chief Executive Officer, management, supervisory personnel, employee representatives and all employees

Monitoring should allow for revisions to the Employment Equity Plan when goals are not being achieved and for a re-evaluation of goals if these goals are being achieved more quickly than expected.

Contractors are encouraged to consult *Guideline 9: Monitoring, Review and Revision* for more information.

**Reference:** *Employment Equity Act*, Subsection 12(b) and Sections 13 and 17  
*Employment Equity Regulations*, Subsection 11(i)

## **Criterion 11: Authorization to Enter Premises**

Contractors can fulfill this criterion by permitting an on-site visit conducted by an HRSDC – Labour officer in order to determine the organization’s progress toward achieving a representative workforce as required by the FCP.

The HRSDC – Labour officer should have access to:

- the organization’s facilities
- all documents related to the organization’s employment equity program
- the organization’s employees, senior managers and employees’ representatives for interview purposes

**Reference:** *Employment Equity Act, Section 23*

**SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM**  
**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT**

**PART 'A' – IDENTIFICATION / PARTIE 'A' - IDENTIFICATION**

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

**PART 'B' – STATUS OF SUPPLIER / PARTIE 'B' – STATUT DU FOURNISSEUR**

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

**PART 'C' – FINANCIAL INSTITUTION / PARTIE 'C' – RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE**

**Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire**

Branch number / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	
Postal Code / Code postal :		

**PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT**

E-mail address / Adresse courriel :

**PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION**

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

**IMPORTANT**

<b>Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).</b>	<b>Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).</b>
Mail or fax to : Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax : (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT PAYMENT AND TAX  
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT  
ET RENSEIGNEMENTS AUX FINS D'IMPÔT**

**Supplier Tax Information**

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

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

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

**Direct payment information**

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

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

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

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

**The advantages of direct payment**

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

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

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

**Renseignements sur les fournisseurs aux fins d'impôt**

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

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

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

**Renseignements sur le paiement direct**

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

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

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

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

**Avantages du paiement direct**

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

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

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