

**Invitation to Tender
General Service**

NCC FILE NO. **NG228**
NO DE DOSSIER DE LA CCN:

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:</p> <p>Nicole Galipeau TEL - TÉL: 613-239-5678 ext 5191 Email : nicole.galipeau@ncc-ccn.ca</p>	<p>NCC CONTRACT NO.:</p> <p>BID CLOSING/CLÔTURE DE L'OFFRE: September 10, 2013 at 3:00 p.m. Ottawa time</p>
<p>RETURN ORIGINAL Submit tender on this form and return it to: RENOYER L'ORIGINAL Veuillez soumissionner en vous servant de la présente formule et la retourner au:</p>	<p>Senior Contract Officer – Nicole Galipeau National Capital Commission 202-40 Elgin St. Ottawa, ON K1P 1C7</p> <p>Reference no. NG216</p>
<p>DESCRIPTION OF SERVICES: Construction of Snowflake Kingdom for Winterlude 2014 & 2015</p>	<p>DELIVERY LOCATION:</p> <p>Ottawa, Ontario and Gatineau, Québec</p>

A public opening is scheduled for September 10, 2013 shortly after 3 p.m. in room 306 at 40 Elgin Street in Ottawa, Ontario.

1. OFFER

1.1. The undersigned tenderer (hereinafter called the "Contractor" hereby offers to the National Capital Commission to furnish all necessary tools, plant services, materials and labour to execute and complete in a careful and workmanlike manner the work as set out under the "Description of Works" hereon, which is more particularly described in the Plans and Specifications attached for the **all-inclusive unit / lump sum prices** as set out in clause 3 of this document t.

2. GENERAL AGREEMENT The Contractor agrees:

- 2.1. **To provide all services as per terms of reference and to commence work upon notification to March 31, 2015. If the option year is exercised, the contract will terminate on March 31, 2016.**
- 2.2. to provide at his own cost the following securities:
 - (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **10%**;
 - (b) upon notification of acceptance of tender if requested to do so, a Performance Bond for **50%** of the value of the contract and a Payment of Labour and Material Bond for **50%** of the value of the contract or "Cash" in the amount of **20%**;
- 2.3. that this Offer and Agreement, the Plans and Specifications referred to in Clause 1 above, the instructions to bidders, the general conditions, occupational health and safety requirements, fair wages and hours of labour conditions (http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml), and all Addenda shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 2.4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the NCC

- 2.5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the NCC, constitute a binding contract between the Contractor and the NCC.
- 2.6. Bonds shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027§ion=text#L>

3. TENDER

- 3.1. Contractors shall provide the following with his/her tender to be deemed valid:
- Proof of a having a minimum of five (5) years of experience in providing similar services.
- 3.2. The Contractor agrees that the following is (are) the **all-inclusive unit / lump sum prices excluding taxes** referred to in clause above.

Construction of Winterlude's Snowflake Kingdom 2014 & 2015

Bidder to transfer "Grand Total for 2 years" from the
Cost Breakdown (Appendix 2).

Total Amount of Tender \$ _____

Note: Bidder must also attach the completed and signed Appendix 2 Cost Breakdown with this tender form.

- 3.3. Basis of award will be the bidder who meets all terms and conditions and provides the lowest total amount including taxes. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.
- 3.4. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at nicole.galipeau@ncc-ccn.ca or by facsimile at 613-239-5007, and the telephone number is 613-239-5191,. Except for the approval of alternative materials as described in the General Instructions to Bidders, enquiries should be received no later than seven (7) business 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 Bidders, 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 tender 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 tender.
4. The attached the General Conditions (9 pages), the Occupational Health and Safety Requirements (5 pages), the Employment Equity (13 pages), the Security Requirements (2 pages), and the Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.

5. SECURITY REQUIREMENTS

Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, the Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to

**Invitation to Tender
General Service**

NCC FILE NO.
NO DE DOSSIER DE LA CCN:

NG228

perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

For this contract, it was determined that the NCC shall require **Reliability**. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence. Refer to the attached 2 page Security Requirement document.

I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price:
_____ (Bidder to enter number of addenda issued, if any)

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 Name and Address – Nom et adresse de l'entrepreneur

Print Name - Nom en caractère d'imprimerie

Signature

Date

Witness Signature – Signature du témoin

Telephone no. /No. de téléphone :

Fax no. / No. de télécopieur :

Email / Courriel :

Accepted & executed on behalf of the NCC this _____ day of _____, 2013 in the presence of _____

**NCC CONTRACT OFFICER SIGNATURE / SIGNATURE
DE L'AGENT AUX CONTRATS DE LA CCN**

WITNESS SIGNATURE / SIGNATURE DU TÉMOIN

INVOICING:

Send the original invoice and 1 copy to:

**Accounts Payable
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7**

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

FACTURATION :

Envoyer la facture originale et 1 copie par la poste à :

**Comptes Payables
Commission de la capitale nationale
40 rue Elgin, pièce 202
Ottawa, ON K1P 1C7**

Ou par courriel à l'adresse suivante: payables@ncc-ccn.ca .

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

Afin de vous assurer d'un règlement rapide, veuillez préparer votre facture selon les prix cotés. Des erreurs dans la facturation peuvent causer des retards de paiement. Nous vous prions de soumettre votre facture à l'adresse mentionnée ci-dessus et indiquer clairement le numéro de bon de commande.

NATIONAL CAPITAL COMMISSION

TERMS OF REFERENCE

**PLAYGROUND CONSTRUCTION
SNOWFLAKE KINGDOM**

**WINTERLUDE
JACQUES CARTIER PARK**

July 2013

1. INTRODUCTION

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada whose mandate is to ensure that Canada's Capital Region is a source of national pride and unity. The NCC produces numerous events in Canada's Capital region.

Over the years, Winterlude, created in 1979, has grown into an international event that attracts thousands of visitors. Jacques Cartier Park, an official Winterlude site, offers family-friendly activities: programming, giant play structures, musical shows, and more. The park's main attractions include the giant playground, slides and tubing, and giant sculptures—all made from a significant quantity of snow.

The NCC is seeking an experienced Contractor to build and maintain a giant snow playground designed for children at Jacques Cartier Park in Gatineau as part of Winterlude celebrations. There will be a minimum of three and maximum of four snow structures designed for children ages 2 to 14 years. Among other things, these slides will include snow sculptures, iced runs (for sliding without a mat) and tube slides. The Contractor shall also create five (5) blocks of snow to be used for three-dimensional sculptures. Each block shall measure 12' x 12' x 16' (3.65m x 3.65m x 4.87m).

2. DEFINITIONS

Definitions to be used for the purposes of this contract:

NCC	National Capital Commission, represented by the site manager.
City of Gatineau:	Snowflake Kingdom co-producer, in partnership with the NCC.
Contractor	Person, group, association, corporation, organization or enterprise to whom the contract is awarded.
Snow Structure (Slides)	Accumulation of snow designed for the construction of snow sculptures, slides, access ramp, staircase, etc. The slide will be graded and covered with a layer of ice to allow safe sliding. The tops of the structures will also be smooth for look and safety. The snow sculptures will be built according to the standards shown in Appendix 1. Traditionally, the main slides are approximately 40 metres by 40 metres with an approximate height of 8 to 12 metres. Preliminary work for the tube slides will be done with a bulldozer. No ice layer is required. The City of Gatineau (not the Contractor) will finish and maintain the tube slides during the event.
Winterlude (duration)	Winterlude generally begins on a Friday in early February (or late January) and continues over three (3) weekends, including weekdays. On Tuesdays and Wednesdays, the sites are closed to the public for repairs and activity changes.
Forms	Wooden forms assembled by the Contractor to enable the creation of three-dimensional snow blocks for sculpting. Each block measures 12' x 12' x 16' (3.65m x 3.65m x 4.87m).

3. CONTRACT DURATION

The contract is for a period of two (2) years ending March 31, 2015, with an option for a one-year extension according to mutually agreed terms. The NCC shall advise the Contractor at least 90 days prior to the start of the optional year of its intent to exercise this option, if applicable.

The NCC reserves the right to offer the successful bidder the right of first refusal for any additional work not covered by this contract. If, following negotiations with the successful bidder, the NCC does not consider the price for the additional work to be competitive, the NCC will initiate a call for tender.

4. SCOPE OF WORK

4.1. CONSTRUCTION PERIOD

The construction period will begin no later than twenty-five (25) days prior to the opening of Winterlude. The project shall be completed at least two (2) days before the Winterlude opening. Artificial snow-making, for which the City of Gatineau is responsible, will begin in January, weather permitting. Future dates for Winterlude will be announced in the fall preceding each event.

4.1.1. Responsibilities of the Contractor:

- a) Appoint a site foreman who shall be in charge at all times and must be present at the site during the work to:
 - **coordinate** construction activities, including the use of all heavy equipment (supplied by the Contractor and by the City of Gatineau) in cooperation with the NCC site manager and Gatineau representative. Construction activities to include snow slides, preparation of the tube slides, assembly of decorative and protective walls, building of forms for general sculptures and other equipment use as required;
 - interpret site and structural plans;
 - oversee the installation of all structural components according to the specifications shown in Appendix 1;
 - attend daily meetings with NCC representatives and other partners;
 - ensure compliance with design standards specified in Appendix 1;
 - ensure compliance with construction safety standards established by current federal, provincial and municipal legislation;
 - ensure that all deadlines are met; and
 - pick up, assemble, dismantle and return wooden forms for the 3D sculptures.
- b) Build the snow structures (slides, labyrinth, general sculptures, etc.) and coordinate machine scheduling to erect decorative and protective walls according to the specifications of Appendix 1;
- c) Construct a giant tube slide. This will be the main slide for the Snowflake Kingdom and is a priority;
- d) Flood the snow slides, scrape entrance and exit ramps to the slides and freeze the coco matting as necessary, according to the specifications of Appendix 1;
- e) Notify the NCC of any complications and/or proposed changes to the snow structures;
- f) Ensure that the machines and equipment needed are available at all times for construction, maintenance and dismantling;

Terms of Reference – Playground Construction -- Snowflake Kingdom

- g) Provide heavy equipment: heated tanker; backhoe, snowblower (rear deflection), bulldozer, loader, tractor, or any other equipment that the Contractor deems necessary to build or dismantle the snow structures;
- h) Provide any light materials that are required : shovels, axes, chainsaws, blowers, water pumps, ice augers, etc.;
- i) Pick up all NCC-supplied equipment at 84 Bayview Avenue, Ottawa (call prior to pick-up to give at least 24-hours' notice). Some equipment, such as the wooden forms, must be picked up at the Woodroffe warehouse at 1740 Woodroffe Avenue, Ottawa.

4.1.2. Responsibilities of the NCC:

- a) Appoint a site manager who will also act as the resource person or his replacement;
- b) Provide site plans and construction photos for the snow structures described in Appendix 1. Note: Construction photos and designs may occasionally vary to better illustrate the theme of the event;
- c) In cooperation with the City of Gatineau, make enough snow in specified areas of the park;
- d) Ensure the availability of heavy equipment (front-mounted snowblower, loader) operated by the City of Gatineau. The exact number of hours to be determined in concert with the NCC site manager and City of Gatineau representative and communicated to the Contractor. It is understood that the availability of City of Gatineau heavy equipment may be limited by municipal priorities in inclement weather.
- e) Supply the Contractor with four (4) vehicle passes for the duration of Winterlude;
- f) Provide landscaping services as needed to ensure that snow structure installation complies with the site plans;
- g) Provide site security and general lighting for the park.

4.2. MAINTENANCE PERIOD

The maintenance period begins with the completion of construction and ends on the final day of Winterlude. The Contractor is responsible for maintaining each of the snow slides. However, the Contractor is not responsible for maintaining the tube slides. The City of Gatineau will use its heavy equipment to maintain the tube slides.

4.2.1. Responsibilities of the Contractor:

- a) Appoint a site supervisor (may be the foreman) to be present at all times during the maintenance period;
- b) During operating hours* (shown below), assign workers to make minor repairs to the snow structures. When structures are closed, assign workers to repair hazardous slides, scrape steps and ramps, etc.

*The park is open to the public:

Monday and Thursday, 9 am to 5 pm;

Friday and Saturday, 9 am to 9 pm;

Sunday, 9 am to 6 pm;

The park is closed to the public on Tuesday and Wednesdays.

Terms of Reference – Playground Construction -- Snowflake Kingdom

These hours are subject to change depending upon the year.

The Contractor may use the 7-9 am period to prepare the structures for the day and the City of Gatineau may use this period to groom the ground and tube slides.

- c) Every evening after closing and/or every morning before opening, assign workers for the time required for major repairs to the snow structures and flooding of the slides, depending upon the condition of the structures;
- d) During each day of operations, assign workers to prepare the slides before opening (repair, scrape, plow, etc.);
- e) Remove snow from the slides after a snowfall and before site opening;
- f) On Tuesdays and/or Wednesdays, assign workers to repairs, scraping of access ramps and remodeling of the snow structures, according to the site manager's instructions;
- g) Advise the site manager in the event that a snow structure becomes hazardous, this to allow the site manager to determine the advisability of closing the structure;
- h) Meet with the site manager or his representative to determine the repair and flooding work needed each evening;
- i) Flood the snow slides daily to maintain a thickness of approximately 25 mm.

4.3. DISMANTLING PERIOD

Under NCC supervision and according to the NCC timetable, the dismantling period will begin two (2) days after the close of Winterlude and continue until the work is completed to the satisfaction of the NCC site manager. This work generally takes about one (1) week. All snow sculptures and structures must be completely demolished during this period and remaining snow banks must not be more than 5' (1.5 metres) high. Certain sections of the paved pathway must be cleared of snow to at least 3.3' (1 metre) either side. The Contractor shall submit a schedule for dismantling.

4.3.1. Responsibilities of the Contractor:

- a) Appoint a site supervisor (may be the foreman) to be present at all times during the dismantling period;
- b) The Contractor shall submit a copy of any permits the Contractor requires to build or operate in the province of Quebec.
- c) Collect all NCC equipment used for the construction and return it to 84 Bayview Avenue, Ottawa. Kindly contact the clerk at least 24 hours before delivery. Some equipment, such as the wooden forms, must be returned to the Woodroffe warehouse at 1740 Woodroffe Avenue, Ottawa;
- d) Provide labour and equipment needed to complete the dismantling within the required timeframe;
- e) Destroy all snow structures to ensure that they are unusable and pose no danger to the public (**i.e. snow piles no higher than 1.5 metres**);
- f) Up to two (2) sections of the paved pathway, each approximately 5 metres by 50 metres, must be cleared of snow to at least 1 metre either side of the pavement;
- g) Restore the site to its original condition in the event that damage is the fault of negligence on the part of the Contractor.

Terms of Reference – Playground Construction -- Snowflake Kingdom

Note: The NCC reserves the right to close the park permanently in the event of inclement weather, in which case the site manager will order the dismantling of the snow structures as he/she deems appropriate.

5. GENERAL SPECIFICATIONS:

- a) The NCC will provide overall security services from January 3 until dismantling is complete. However, the NCC is not responsible for the Contractor's equipment;
- b) The work must be completed according to site plans and standards established in Appendix 1. Site plans and individual structures may vary from year to year but will generally maintain the dimensions indicated under Definitions (section 2, above). Any variation or change must be submitted to the NCC for approval prior to implementation;
- c) Unless otherwise indicated, the NCC will supply all wooden forms used to create the snow blocks for general sculptures described in these terms of reference. All wooden forms to comply with standards shown at the end of this document;
- d) Only trained employees working directly for the Contractor and under his supervision shall be assigned to construction, maintenance and dismantling operations. The Contractor is responsible for enforcing this requirement;
- e) Submit observations and recommendations regarding the Contractor's duties and overall project performance in writing to the site manager no later than thirty (30) days following completion of dismantling;
- f) In the event of inclement weather for a prolonged period, the NCC and the Contractor shall negotiate a new schedule or reduce the scope of the work;
- g) The NCC reserves the right to modify or reduce the scope of the work for any or all of the snow structures and/or sculptures and to negotiate costs accordingly;
- h) The budget amount allocated for any snow structure that is not finished by the established deadline will be subtracted from the final payment;
- i) The cost breakdown for additional work, if required, is shown in Appendix 2;
- j) The NCC reserves the right to expand the scope of work beyond these terms of reference, but for similar types of work. Any work above and beyond these terms of reference shall be negotiated with the Contractor, who is under no obligation to accept the additional duties and with no detriment to this contract. The Contractor may be asked to transport equipment on site, should time permit. For example, to move a trailer or other piece of equipment on site.

6. OCCUPATIONAL HEALTH AND SAFETY:

While working for the NCC, the Contractor shall comply with all federal, provincial and municipal occupational health and safety legislation and regulations. In the event of a discrepancy among federal, provincial and/or municipal provisions, the Contractor shall comply with the most stringent of the provisions.

The Contractor acknowledges that he has been advised by the NCC that the projected work sites may be considered **construction sites** under federal, provincial and/or municipal legislation and/or regulations

Terms of Reference – Playground Construction -- Snowflake Kingdom

and that the Contractor may be subject to any and all federal, provincial, and municipal occupational health and safety legislation and regulations that apply to the construction industry.

The Contractor is responsible for any expenses incurred to comply with federal, provincial, and municipal occupational health and safety legislation and regulations (including those relating to the construction industry).

7. PROPOSAL

Use Appendix 2 – Cost Breakdown to submit per unit costs. All per unit costs shall remain valid for a period of two (2) years. Rates for Year 3, the optional contract year, if applicable, shall be adjusted as shown in Section 8.

The Bidder must indicate a price for each of the items in Appendix 2 solely for the purposes of evaluating the proposals. Actual requirements will be confirmed prior to the staging of each event.

NOTE: Traditional locations and dimensions are shown in this document for reference only. The locations and dimensions of the slides may change according to changes in annual event theme, quantity of snow and/or weather conditions. The structures described in Appendix 1 form the basis for this contract.

8. CONSUMER PRICE INDEX ADJUSTMENT

The NCC will use the Consumer Price Index (CPI) to adjust per unit costs for the third year (optional contract year, if applicable). Rates for the initial two years of the contract will be those indicated by the Contractor on the Cost Breakdown (Appendix 2). For the optional third year of the contract, if applicable, rates will be determined as follows:

Third (3rd) year of contract (if applicable)

Pre-tax rates for the third year of the contract will be based on the pre-tax rates submitted by the Contractor on the *Cost Breakdown* form (Appendix 2), plus or minus an adjustment based on the All-items Consumer Price Index for Ottawa-Gatineau (A CPI OG), i.e. the percentage difference between the CPI – A CPI OG in January 2015 and January 2014, plus applicable taxes.

For example only:

Difference CPI - A CPI - A CPI OG for January 2015 is 133.9.

Difference CPI - A CPI OG for January 2014 is 131.6.

Percentage difference = $((133.9/131.6) \times 100) - 100 = \text{increase of } 1.7\%$
(reduced if the percentage difference is negative)

The All-items Consumer Price Index for Ottawa-Gatineau (CPI- A CPI OG) is available on the Statistics Canada website, <http://www.statcan.gc.ca/tables-tableaux/sum-som/l01/cst01/cpis02a-eng.htm>, on a table entitled Consumer Price Index, by city (monthly).

9. RESOURCE PERSON (once contract has been awarded)

Philip Porzuczek
Logistics Coordinator, NCC Production Services
Telephone: 613-239-5678 extension 5720

APPENDIX 1

CONSTRUCTION AND MAINTENANCE SPECIFICATIONS

1. GENERAL NOTES

Unless otherwise indicated, the Contractor shall:

- a) Install coco matting at all places on the snow structures where people may sit. Ensure that the mats adhere securely to the surface. The NCC will supply the mats.
- b) In the event that other materials are installed to build or adorn the structures, bury all support posts to at least one (1) metre and solidify the support by freezing the base with water and wet snow.
- c) Supply all wooden forms for the general sculptures. The NCC will supply the wooden forms for the snow sculptures.
- d) Assemble the forms for the general sculptures described in these terms of reference.
- e) The Contractor's foreman shall coordinate snowblowing for the sculptures using City of Gatineau vehicles and personnel as described in Section 5 (General Specifications), above;
- f) City of Gatineau equipment and personnel will be used to assemble back-drops and protective and/or decorative walls (all made of snow). The Contractor's foreman will coordinate scheduling for equipment, either from the Contractor or from the City of Gatineau, with respect to his requirements and the requirements of the NCC site manager, all in accordance with constraints indicated by the City of Gatineau regarding its equipment.
- g) Slide structures must be high enough to discourage climbing on hazardous sections.
- h) The tops of structures and/or slides must be smooth (eliminate bumps and snowballs) to increase safety and attractiveness.
- i) All slides must be covered with a layer of ice to a minimum thickness of 25 mm.
- j) Any snow blown to make snow banks or forms must be blown enough (usually twice) to obtain acceptable consistency for the required work (sculptures, slides or retaining walls).
- k) All ice slides (sliding without mats or tubes) and corridors must be equipped with protective walls made of snow and high enough to ensure users' safety.
- l) Maintain all steps, slide access ramps and exits to ensure that users can move about as safely as possible. Remove excess snow, scrape and/or rough up these areas to reduce the potential for slipping.
- m) Supply all materials required for construction, maintenance and dismantling, except as otherwise indicate. This includes heavy equipment, shovels, ice scrapers, water tanker, brooms, etc.

2. DESCRIPTION OF STRUCTURES AND SCULPTURES

*Note that traditional locations and dimensions are shown here as a reference for the purpose of estimating the work required. **THESE TERMS OF REFERENCE AND COST BREAKDOWN ARE BASED ON THE FOLLOWING DESCRIPTIONS**. The locations and dimensions of the slides may change according to changes in annual event theme, quantity of*

Terms of Reference – Playground Construction -- Snowflake Kingdom

snow and/or weather conditions. The Contractor's invoiced costs will be reviewed in the event of a change in the number of structures in any year.

2.1. SLIDES

2.1.1. **Central Slide**

- One main slide in the central area of the park is generally the longest (uses the natural slope of this area).
- This slide is strictly dedicated to tubing.
- A bulldozer is required to shape the slide, entrance and exit ramps, and safety walls. The City of Gatineau is responsible for using a snow-grooming machine to complete and maintain the tubing corridors and entrance and exit ramps.

Maintenance: Once construction is complete, no maintenance is required unless major repairs are needed. In this case, the parties will consult to determine the cost for the work.

2.1.2. **Marina Slide**

- One slide in the main bowl of the park, beside the marina parking lot (uses the natural slope of this area).
- We estimate three 4-metre wide corridors and 3 or 4 single 1-metre wide corridors as well as a 3-metre wide access ramp.

Maintenance: The 3 wide corridors and single corridors must be cleared of snow, flooded and repaired throughout Winterlude.

2.1.3. **Children's Slide**

- One slide of lesser height in the main bowl for use by toddlers.
- With 4 to 6 corridors, each approximately ½-m wide.

Maintenance: The 4 to 6 ½-metre wide corridors must be cleared of snow, flooded and repaired throughout Winterlude.

2.2. OTHER STRUCTURES

2.2.1. **Avalanche (Tube Slide – preliminary work only)**

- Use a crawler dozer (as required) for initial levelling of natural snow brought to the slope that will become the Avalanche slide and to prepare the deceleration ramp at the base of the slide. The City of Gatineau is responsible for final grooming of the tubing corridors.

Maintenance: No maintenance required once construction is complete.

3. FORMS

Create five blocks of snow using the wooden forms supplied by the NCC. The resulting snow blocks will measure 12' by 12' by 16' tall. City of Gatineau equipment will be used to fill the forms in cooperation with the Contractor.

4. PHOTOS

The following photos provide a general idea of the scope of the construction work required.



Forms



Marina Slide

Terms of Reference – Playground Construction -- Snowflake Kingdom



Tube Slide (aerial view)



Children's Slide



Wide corridor (Marina Slide)



Individual corridors (Marina Slide)

APPENDIX 2 – COST BREAKDOWN

- The locations and dimensions of the slides may change according to changes in annual event theme, quantity of snow and/or weather conditions.
- The structures described in Appendix 1 form the basis of this contract.
- List (mandatory) an inclusive lump sum price (excluding taxes) for each item for the duration of the event based on the information presented in this document.

		Winterlude 2014	Winterlude 2015
Item no.	Description	Total lump sum price (excluding taxes)	Total lump sum price (excluding taxes)
1	Management expenses – Heavy equipment		
2	Management expenses – General management		
3	Cost of construction and dismantling (all slides)		
4	Cost to assemble wooden forms (total for 5 forms)		
Sub-total			
GST / QST 14.975%			

(A)

(B)

GRAND TOTAL (A + B)

--

Company Name: _____

Signature: _____ Date _____

INSTRUCTIONS TO TENDERERS

1. Address

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info Centre, Ottawa, Ontario K1P 1C7.

The name and address of the tenderer and the due time and date of the tender shall be clearly shown on the envelope.

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

4. Revision of Tenders

The tenderer may revise his tender by fax, or letter provided it is received before the tender closing date and time.

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender:

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

Tenders are to be submitted in two copies, duly completed in the envelope provided. The tenderer should retain the third copy of the tender for his record.

8. Insurance

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

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

NOTE: These Instructions need not be submitted with your tender.

9. Applications for Approval Certificates

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

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chairman and/or Executive Vice-President and General Manager upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

2. Assignment and Subcontracting

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

3. Members of The House of Commons

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

12. Claims Against and Obligations of the Contractor or Subcontractor

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

GENERAL CONDITIONS

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

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

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

15. Changes in soil conditions, National Capital Commission delays

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
 - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
 - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

16. Protesting Project Manager/Officer's Decision

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

1. The Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the Commission suspends the work for a period in excess of 30 days the Contractor may request the Commission to terminate the work under sub-section 4 hereof.
3. If the Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

18. Security Deposit

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

19. No Additional Payment

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

GENERAL CONDITIONS

20. Determination of Costs

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

21. Records to be Kept by Contractor

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

22. Extension of Time

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

23. Cleaning of Work

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
 - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.

GENERAL CONDITIONS

3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

26. Correction of defects

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

GENERAL CONDITIONS

27. Liability Insurance

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

28. Workers Compensation

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

Occupational Health and Safety Requirements

1. General

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's 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 **Reliability**.

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;

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the Contractor's 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.



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 <input type="checkbox"/> Yes <input type="checkbox"/> 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

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.

SIGNATORY

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.

Name (print)	Title
Signature	Date

RETURN INSTRUCTIONS

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.

FEDERAL CONTRACTORS PROGRAM

Criteria for Implementation

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/asp/gateway.asp?hr=en/lp/lo/lswc/we/legislation/guidelines/index-we.shtml&hs=wzp>

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)

NOTE: Use of the Employment Equity Computerized Reporting System (EECRS) is strongly recommended to facilitate the collection and management of internal workforce data.

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

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

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).	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).
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.