

INVITATION TO TENDER

NCC FILE NO.

NG306

ADDRESS ENQUIRIES TO:

Nicole Galipeau
 Telephone : 613-239-5678 ext. 5191
 e-mail : nicole.galipeau@ncc-ccn.ca

BID CLOSING:

May 29, 2015 at 3:00 p.m. Ottawa time

RETURN ORIGINAL

Submit tender on this form and return it to:



**Sr. Contract Officer – Nicole Galipeau
 National Capital Commission
 Procurement Services
 40 Elgin Street - 3rd Floor
 Ottawa, Ontario K1P 1C7**

Reference Tender File no.: NG306

First Aid Services on the Rideau Canal Skateway

1. OFFER:

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services in accordance with the terms of reference, terms and conditions, for the all-inclusive lump sum and/or unit price(s) as set out in section 4 herein

2. ENQUIRIES

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 613-239-5678 ext. 5191. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to 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.

3. GENERAL AGREEMENT The Contractor agrees:

- 3.1. To provide the services for a period of five (5) years from date of award March 31, 2020 plus two (2) one option years to extend if exercised.
- 3.2. 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% of the amount for Year 1** ;
 - (b) upon notification of acceptance of tender if requested to do so, a Performance Bond in the amount of **50%** or "Cash" in the amount of **20% of the amount for Year 1**;

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- 3.3. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
 - 3.4. 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 Commission
 - 3.5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
4. The Contractor agrees that the following is(are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1:

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FEE SCHEDULE – YEAR 1 (ending Mach 31, 2016)				
Line Item	Description	Estimated Quantities	All-inclusive Unit Prices (excl. tax) to perform each activity per occurrence	Extended Totals
		(A)	(B)	(A x B)
1	Contract Management Fee	1		
2	Supervisor & Patrollers typical weekdays (Mon, Tues, Wed, Thurs)	24		
3	Supervisor & Patrollers typical weekend (Friday)	6		
4	Supervisor & Patrollers typical weekend (Saturday & Sunday)	12		
5	Supervisor & Patrollers typical Winterlude weekend (Friday)	3		
6	Supervisor & Patrollers typical Winterlude weekend (Saturday & Sunday)	6		
7	Supervisor & Patrollers Family Day (one Monday)	1		
8	Skateway counters	1		
Sub-total				\$
OHST 13%				\$
* GRAND TOTAL				\$
This contract will pay the successful Contractor for actual activities performed at the applicable unit prices. All unit prices invoiced will accrue towards your minimum payment amount. If total invoices do not reach your minimum payment amount, the NCC will pay the difference between the accrued total and the minimum payment. The minimum payment amount will be calculated by taking the total for the activities and multiplying by 40%.			Minimum payment (excl. OHST) 40% of total of all activities. Enter amount in right hand box	\$ _____

5. The basis of award is total low cost to the NCC including taxes.
6. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Québec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.

7. In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date **will not be accepted**.
8. The Commission reserves the right to not accept the lowest or any of the tenders submitted, to cancel the Invitation to Tender, and/or to reissue the Invitation to Tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or any/all tenderers.
9. **Facsimile or e-mail transmittal of tenders are not acceptable.**

10. 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 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 status**. 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.

The supplier shall appoint a Company Security Representative which will act as liaison with the NCC Corporate Security to ensure coordination of the screening process.

The NCC shall process the clearances once the individuals have been identified.

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11. ADDENDUM ACKNOWLEDGEMENT

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

Bidders must provide with their tender the information requested in section 5.1. of the Terms of Reference.

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:

Print Name

Signature

Date

Witness

Telephone no. : _____

Fax no.: _____

Email: _____

First Aid Services

Rideau Canal Skateway

Terms of Reference

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SECTION 1 - INTRODUCTION

1.0 Purpose and Term

The National Capital Commission (NCC) is seeking the services of a contractor for the provision of First Aid services on the Rideau Canal Skateway.

The Contract is for a of five (5) years (five consecutive winter-skating seasons) from date of award to March 31, 2020 plus two (2) one option years to extend at the same terms and conditions upon mutual consent. The unit rates quoted will remain fixed for the first year of the contract. Subsequent years will be adjusted to the Consumer Price Index (CPI) as specified in Appendix F.

1.1 Summary of Work

The contractor shall provide certified patrollers and equipment required to ensure the safety of skaters on the Rideau Canal Skateway. The skating season usually commences in mid-December and ends early March. The skating season is on average 40-50 days. A supervisor and patrollers are required seven days a week from late morning to late evening during the skating season.

The Contractor shall also install skater counting devices, take daily readings and collate readings in a report to be provided to the NCC.

1.2 National Capital Commission

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada, and its mission is to ensure that Canada’s Capital Region is of national significance and a source of pride for Canadians.

1.3 Rideau Canal Skateway

Each winter, a portion of the Rideau Canal Waterway is transformed into a 7.8-kilometre (165,621 square meters) skating surface that begins in downtown Ottawa and ends at Hartwell Locks near Carleton University. The Skateway attracts on average 885,000 visits per skating season. The start and end of the skating season is solely determined by the NCC on the basis of weather conditions and public safety. There are 40 access points (32 stairs, 5 UA ramps and 3 vehicle ramps), service concessions and rest areas on the Skateway. The maintenance and flooding (300 holes marked with fluorescent paint) of the ice surface is usually done at night, with some sweeping-plowing work done during the day to keep the skating surface smooth and clear. Snow removal is ongoing during storms. The NCC uses a flag system to indicate skating conditions: green for fair to good conditions and red when conditions are unsafe for skating and the ice surface is closed. The Skateway also hosts Winterlude, a national celebration of winter that significantly increases skating traffic.

SECTION 2 – SERVICE REQUIREMENTS

2.0 General

The Contractor is to provide patrollers certified as first medical responders to oversee the conduct and movement of skaters, apply first aid treatment, and observe and report on conditions that may create a safety hazard. The service is to be provided on the Rideau Canal Skateway, seven days a week, for the full duration of the skating season.

The Contractor shall install and maintain skater counting devices, take daily readings and collate readings in a report to be provided to the NCC.

The Contractor is to provide the aforementioned services within the boundaries indicated in Appendix A. The surface area of the Skateway is divided into four patrol zones:

- National Arts Centre to Concord Street
- Concord Street to Fifth Avenue, including Patterson Creek
- Fifth Avenue to Bronson Avenue
- Bronson Avenue to Hartwell Locks and Dows Lake.

The Contractor shall provide all required qualified personnel (supervisors and patrollers) in accordance with the following schedule:

Regular Schedule

Mondays to Thursdays from 12:00 (noon) to 10:00 p.m. – 1 supervisor + 4 patrollers*

Fridays from 12:00 (noon) to 11:00 p.m. – 1 supervisor + 4 patrollers*

Saturdays from 9:00 a.m. to 11:00 p.m. – 1 supervisor

Saturdays from 10:00 a.m. to 11:00 p.m. – 4 patrollers*

Saturdays from 1:00 p.m. to 5:00 p.m. – 4 patrollers*

Sundays from 9:00 a.m. to 10:00 p.m. – 1 supervisor

Sundays from 10:00 a.m. to 10:00 p.m. – 4 patrollers*

Sundays from 1:00 p.m. to 5:00 p.m. – 4 patrollers*

Winterlude Weekends (3 weekends)

Fridays from 12:00 (noon) to 11:00 p.m. – 1 supervisor + 4 patrollers*

Fridays from 5:00 p.m. to 11:00 p.m. – 2 patrollers*

Saturdays from 9:00 a.m. to 11:00 p.m. – 1 supervisor

Saturdays from 10:00 to 11:00 p.m. – 6 patrollers*

Saturdays from 1:00 p.m. to 5:00 p.m. – 4 patrollers*

Sundays from 9:00 a.m. to 10:00 p.m. – 1 supervisor

Sundays from 10:00 a.m. to 10:00 p.m. – 6 patrollers*

Sundays from 1:00 p.m. to 5:00 p.m. – 4 patrollers*

Family Day (1 day)

From 9:00 a.m. to 10:00 p.m. – 1 supervisor

From 10:00 a.m. to 10:00 p.m. – 6 patrollers*

From 1:00 p.m. to 5:00 p.m. – 4 patrollers*

* Patrollers work in teams of two and, depending on ice conditions, patrol the four zones of the Skateway indicated above.

SECTION 2 – SERVICE REQUIREMENTS

2.1 Contractor Obligations

The Contractor shall:

2.1.1 General

Designate a contact person who will provide full-time supervision for the Skate Patrol service and who will receive instructions from the NCC;

Provide sufficient number of supervisors and patrollers to meet the requirements of the schedule indicated above;

Provide additional patroller(s) within 12 hours' notice from the NCC at the quoted rate.

Ensure and provide proof that supervisors and patrollers are trained and certified as first responders and in the use of automatic external defibrillators (copies of certification to be provided to the NCC prior to commencement of each skating season);

2.1.2 Supervisors and Patrollers

Ensure that supervisors and patrollers are physically fit, above average skaters, able to deal firmly and tactfully with the public in both official languages, understand that they cannot compromise the NCC's reputation while performing their work, and enforce rules and regulations governing the use of the Skateway without compromising the NCC's reputation;

Ensure that patrollers:

- a) Possess first aid, cardio pulmonary resuscitation and automatic external defibrillator certifications (presence of a certified CPR patroller as first respondent is required for each work shift);
- b) Administer first aid and CPR when required;
- c) Assist the NCC in ensuring that Skateway users benefit from a safe and pleasant environment;
- d) Observe and oversee the behaviour and movement of skaters to maintain a safe skating environment on the Skateway;
- e) Ensure compliance with NCC regulations related to the use of the Skateway (no hockey sticks or pucks; no alcoholic beverages, dogs or bicycles, etc.; inform offenders of Skateway regulations; inform supervisor, Skateway personnel or NCC Conservation Officers if infraction persists; patroller shall not act as a security officer);
- f) Observe and report unsafe conditions;
- g) Accomplish other related duties such as directing traffic, controlling crowds, etc.;
- h) Complete a daily report on rink activities, and verify chalets on an hourly basis

(see Appendix B for information on work environment, and health and safety);

SECTION 2 – SERVICE REQUIREMENTS

2.1.3 Schedules and Reports (see section 3.8 for additional reporting responsibilities)

Provide on a regular basis to the NCC representative copies of shift schedules with names of supervisors and patrollers assigned to each shift;

Maintain a daily log sheet at the Fifth Avenue trailer. Each supervisor and patroller reporting for work on any given day must sign in to acknowledge their presence. Each daily log sheet is to be inserted into a binder kept at the Fifth Avenue trailer. The NCC may consult this log at any time. At the end of the season, the contractor will submit the complete time sheet log binder to the NCC for its records.

Ensure that patrollers complete all accident and daily presence reports (see Appendix C; contractor to keep all accident report originals in a binder and submit to the NCC at the end of each season);

Provide a weekly report to the NCC indicating a summary of activities for the week, the number/type of incidents, recommendations and/or required follow-ups;

Prepare a report that provides detailed information on all injuries that were treated by patrollers over the course of each skating season. The format of the report is to be proposed by the Contractor and approved by the NCC. At a minimum it should include the following information:

- Reference number
- Client information (name, residence, physical description, contact, etc.)
- Nature of injury (sprain, fracture, concussion, etc.)
- Detailed description of provided First aid treatment
- Location of occurrence

Prepare and submit an end-of-season report no later than March 31st of each year of the contract. Report must follow guidelines outlined in Appendix D.

2.1.4 Meetings

Ensure that a member of his personnel (e.g. contact person) attend the following meetings:

- a) Meeting with NCC, Ottawa Police, Emergency Medical Services and Royal Canadian Mounted Police on communications, response to incidents, sharing resources, etc. (Contractor responsible for scheduling, organizing, hosting and providing minutes of meeting);
- b) Meetings convened by the NCC before, during and after each Skateway season:
 - One or two in December
 - Operational meetings on each Saturday and Sunday of the three (3) Winterlude weekends (9:45 a.m., approximately 20 minutes, at Fifth Avenue first aid trailer);
 - Post season meeting to discuss ways of improving service;
 - Other meetings deemed necessary by the NCC.

SECTION 2 – SERVICE REQUIREMENTS

2.1.5 Equipment

Provide to each patroller a complete first aid kit, which must be worn at all times by the patroller (Contractor responsible for the supply and replenishment of first aid kits; NCC to be provided with list of content);

Ensure that on-duty patrollers wear at all times the vest provided by the NCC (no substitution allowed), skates and approved skate helmet (not provided by the NCC);

Provide, maintain, verify and ensure proper use by supervisors and patrollers of three automatic external defibrillators;

Provide and equip each supervisor and patroller with a portable radio communications device and operate the central communications base located in the skate patrol rescue trailer at Fifth Avenue:

Provide and install furniture and equipment in the trailer supplied by the NCC. This includes, but is not limited to: tables, chairs, administration equipment, telephone(s), fax machine, computer(s), etc. (trailer to be return to its initial condition, which includes the removal of furniture and equipment, and cleaning and repairing any damage to the trailer);

Install and maintain at his own cost one telephone at the Fifth Avenue rescue trailer and ensure payment of monthly service fee (Contractor to provide phone number to the NCC no later than December 1st of each skating season; phone number to remain the same for duration of contract);

2.1.6 Skater Counting Devices

- In October, prior to the skating season, install, clean, test, ensure proper functioning and repair if required of 20 to 40 skater counting devices.
- Counters are to be installed on stairs and/or access ramps.
- Each day during the skating season, maintain, ensure proper functioning and repair when required.
- Take readings of each skater counting devices twice weekly. Record readings on a spreadsheet and email to the NCC on a weekly basis.
- At the end of the skating season, remove and store properly.

Counters are battery operated and consist of a beam emitter, reflector pad, battery pack and counter unit; technical specifications to be provided at contract award.

- Installation requires small tools and hardware to be provided by contractor.
- Fasten emitter and reflector units opposite each other on middle posts of stair unit.
- Ensure installation does not interfere with stairway accessibility.
- Report any anomaly to the NCC.
- Contractor to provide, monitor and replace “D” cell batteries required to operate counter).

Provide a written inventory and condition inspection of all counter components after their removal at the end of the Skateway season;

SECTION 2 – SERVICE REQUIREMENTS

2.2 NCC Obligations

The NCC shall:

Conduct periodic on-the-job inspections to determine the contractor's performance, knowledge of personnel, effectiveness of training and conduct and appearance of personnel;

Make any changes to the work schedule in response to fluctuating operational requirements (changes to schedule are at NCC discretion, required change to be implemented by Contractor upon 12 hours' notice and at rate indicated in original submission);

Provide:

- One 32' trailer at Fifth Avenue which will serve as the Skate Patrol Rescue Trailer (NCC to pay for installation and removal costs, and electrical costs, which includes heating);
- Up to forty skater counting devices;
- Identification windbreakers to be worn by patrollers at all times during their work shifts;
- Four ice/snow stretchers;
- Signage for the patrol trailer at Fifth Avenue;
- One (1) walkie-talkie at Skateway frequency with single charger, spare battery and extension mic/speaker to the contractor (frequency to be monitored by skate patrol supervisor at the Fifth Avenue trailer during shifts).

SECTION 3 – GENERAL REQUIREMENTS

3.0 Introduction

This section identifies the general requirements of the Contract. These activities support the provision of services described in sections one (Introduction) and two (Service Requirements) of this Contract.

3.1 Work Standards

The Contractor shall perform all work required to fulfill the obligations of this Contract in accordance with all industry standards. Any work performed by the Contractor that does not respect the Service Requirements of Section 2 is considered non-compliant and constitutes an event of default under 4.3 of this Contract.

3.2 Safety and Security

The Contractor shall abide by the following safety and security measures:

- a) Never venture on the Skateway when it is closed;
- b) Contact the NCC stakeholder hotline each morning to obtain skating/ice conditions;
- c) Obtain a pass to access the Skateway parking and Queen Elizabeth driveway;
- d) Display at all times the access pass provided by the NCC on all vehicle dashboards;
- e) Ensure that staff and equipment are identified at all times;
- f) Ensure that flashing warning lights are in the “on” position when vehicles are driven on the Skateway;
- g) Equip vehicles with audible reverse warning signals and ensure their use when backing up;
- h) Instruct personnel in the proper use and handling of equipment, tools and materials required for the Contract;
- i) Participate with staff in a safety and orientation session offered by the NCC prior to the start of the contract. Topics covered include:
 - General Skateway information;
 - Communications;
 - Two-way radio protocol;
 - Quality standards requirements;
 - Procedures for the safe operation of motorized vehicles on the Skateway;
 - Other topics if required.

3.3 Employees

3.3.1 General

Any employee hired by the Contractor shall be competent and qualified, experienced in dealing with the public, respect all safety requirements, and act in a manner that does not adversely affect the reputation of the Subject Matter and/or the NCC.

3.3.2 Bilingualism

Staff supplied by the contractor must be bilingual and capable of interacting with the public in both official languages. Skate patrollers must be able to provide services and respond to incidents in both official languages. The contractor must guarantee that this requirement is met.

SECTION 3 – GENERAL REQUIREMENTS

3.3.3 Experience

The Contractor shall ensure that the following requirement is met and maintained by their employees for the duration of the Term of the Contract:

- Any person in a supervisory capacity shall have at least two (2) years of experience in personnel supervision and in the administration of first aid.

3.3.4 Orientation

The Contractor shall provide at his/her own cost one orientation session for each Year of the Term for all of his/her personnel to ensure that they are familiar with the Subject Matter and their performance obligations with respect to the Contract. The Contractor shall allow for one representative of the NCC to be an observer at the orientation sessions. The subject matter to be covered in the sessions must include the following:

- NCC general information to visitors
- Worker safety

The Contractor must attend a mandatory stakeholder meeting on a yearly basis at his/her own cost.

3.3.5 Replacement of Employees

Any patroller or attendant who, in the view of the NCC's representative is unacceptable, a security risk, not qualified, behaving in a fashion contrary to the best interests of the NCC or does not meet the requirements stated above, will be immediately removed and replaced by the contractor.

3.3.6 Recruitment

The contractor will not be permitted to recruit volunteers to complete the term of this contract.

3.4 Media Relations

The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC. The Contractor shall not allow for interviews and/or media events not related to NCC matters to take place on the Skateway within the boundaries of this Contract without prior approval from the NCC.

3.5 No Sale

No sales of products or services shall be made by the Contractor on the Skateway except as authorized by the NCC.

3.6 Support

The Contractor must identify a supervisor who shall be equipped with a cellular phone and be available to take all calls from the NCC, 24 hours a day, seven days a week from December 15th

SECTION 3 – GENERAL REQUIREMENTS

to March 15th of each Year of the Contract (note: supervisor “availability” does not entail “on-site availability” 24 hours a day, seven days a week).

3.7 Alterations

The contractor shall not make any changes or alterations to his assigned space and trailer without prior NCC consent. Damage to the trailer shall be repaired at Contractor expense.

If any of the items supplied by the NCC are lost, stolen or damaged when in the contractor’s possession, it shall become the responsibility of the contractor to replace or repair any such items. Equipment shall be returned at the end of the skating season to the NCC.

3.8 Reporting

The Contractor must prepare and deliver all reports indicated below (on the dates as specified) and any additional report required by the NCC. The NCC shall provide electronic templates for most reports. All reports shall be electronically mailed to the NCC on or before their respective deadline. The Contractor shall make corrections or prepare a new report when the initial report is deemed unacceptable by the NCC. The Contractor shall have an extension of 10 Business Days after the deadline to provide a revised or new report satisfactory to the NCC.

3.8.1 Insurance Certificate

Renewal of insurance certificate shall be provided on a yearly basis during the Term of the Contract.

3.8.2 WSIB Certificate

WSIB certificate is a document confirming that the Contractor is registered and that his/her file is in order. Such certificates shall be delivered to the NCC on a yearly basis prior to the start of the skating season.

3.8.3 Occurrence Report

The occurrence report is to be submitted by the Contractor for situations that may affect the overall health and safety of personnel and uses of the Skateway (e.g. injuries, etc.). Occurrence reports must be forwarded by electronic mail (e-mail) to the NCC within 24 hours of the observation.

The response to an incident report will require some judgment on the part of the Contractor. When deemed significant, they will be prioritized in the following order: public safety, environmental impacts, publicly visible areas, and other sites. When in doubt the Contractor should consult with the NCC.

SECTION 3 – GENERAL REQUIREMENTS

3.8.4 Unsatisfactory Performance Report

The unsatisfactory performance report is to be commented on by the Contractor each time the NCC completes one for any work included in the Contract that has not been provided or has been provided in an unsatisfactory manner.

3.8.5 Security Clearance

Provide all information required to obtain the appropriate security clearance for all Contractor's employees at the beginning of the Contract and when new employees are hired.

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

The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability**. Refer to the annexed 2 page document entitled Security Requirements.

3.8.6 Overtime

Provide copies of overtime sheets and a monthly summary report of additional work hours that were carried out as part of this agreement.

3.8.7 Accident Report

Complete an Accident Report for each incident/accident occurring on the Skateway that required the intervention of patrollers or incidents/accidents that were reported by third parties and for which patrollers did not intervene directly (see Appendix C).

3.8.8 Other Reporting

In addition to the above mentioned reports, the Contractor **must** report to the NCC when it encounters problematic situations such as poor asset conditions, malfunctioning of assets, deficiencies, anomalies, security breach, theft, environmental threats, vandalism etc., and when it undertakes repairs to assets.

The Contractor will use the occurrence report template when reporting such instances.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.0 Definitions

In this Contract, the following words, when presented with the first letter in upper case shall have the corresponding meaning:

“**Automatic External Defibrillator (AED)**” means a portable electronic device that is able to treat potentially life threatening cardiac arrhythmias.

“**Conservation Officer**” means an NCC employee with peace officer status whose functions include law enforcement and public safety.

“**Contract**” means the contract entered into between the Successful Bidder and the NCC, incorporating, with such changes as may be required by the context, all of these Terms and Conditions, pursuant to which the Successful Bidder agrees to perform all of the specific services in accordance with the standards of performance set out in sections 1 to 3 of these Terms of Reference and other matters arising out of the successful bid and accepted by the NCC, if any.

“**Employees of the Contractor**”, “**Contractor’s Employees**”, “**Personnel of the Contractor**” and “**Contractor’s Personnel**”, whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees and volunteers.

“**First Aid Trailer**” means the temporary trailer located near Fifth Avenue that serves as the headquarters for first aid services.

“**NCC**” means the National Capital Commission and its successors and assigns.

“**Person**” means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

“**Skateway**” means the Rideau Canal Skateway.

“**Skate Patrol**” means the First Aid service personnel on skates supplied by the Contractor on the Rideau Canal Skateway.

“**Subject Matter**” means the Rideau Canal, lands, buildings, fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

“**Successful Bidder**” means the Contractor, if any, to whom the NCC has awarded the Contract.

“**Terms and Conditions**” means the Contract and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

“**Winterlude**” means a winter festival held over a period of three weekends (Fridays, Saturdays and Sundays) and family day, usually beginning on the first Friday of February.

“**Work**” means the whole of the goods, services, materials, equipment, matters and things required to be done, or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this Contract .

4.1 Contractor’s Obligations

The Contractor agrees to use best practices, in compliance with the Terms and Conditions of this Contract and with any laws in effect during the Term. The Contractor agrees to take, or have taken, any steps required to fulfill his obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully. The scope of the Contract is established by the body of services required in each section. The Contractor will ensure that he provides the services required in each section of this Contract even though individual tasks are not specifically identified but are required to provide the services requested.

SECTION 4 - GENERAL TERMS AND CONDITIONS

4.1.1 Payment Schedule

The Contractor is required to invoice the NCC every four weeks for the activities conducted and approved by the NCC. The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has performed the said work during the mentioned period and has observed the terms of the contract.

The NCC may, at its sole discretion and after consultation with the Contractor, modify the invoice schedule to better suit the contractors cash flow requirements.

4.1.2 Sponsorship, Communication and Marketing

During the skating season, the NCC reserves the right to assign certain sponsors to the activities related to the Contract. No compensation will be given to the Contractor for such sponsorship. Also, the Contractor shall not seek any sponsorship, marketing or communication agreement, in writing or otherwise, related to the Subject Matter without the prior written consent of the NCC. Furthermore, no agreement or partial agreement shall be signed before obtaining the written authorization of the NCC. All sponsorship, communication and marketing rights shall be retained solely by and with the NCC. No sponsorship or third party commercial visibility is to appear on any of the contractors assets. The NCC reserves the right to attach sponsorship logos on skate patroller's vests, helmets, fanny packs or any identification items.

SECTION 5 – TENDER REQUIREMENTS

5.0 General Instructions

This section provides information to Bidders and indicates information to be submitted with their tender.

5.1 Requirements

Each tender shall consist of the following:

- Bid Security
- Signed Bid Form – 3-page *Invitation to Tender* document
- Corporate Profile
- **Company Profile**
 - Confirmation that the Bidder has a minimum of three years delivering services similar in size and scope as those described in this document.
 - Name and brief description of two (2) previous contracts carried out by the Bidder for which the Bidder most recently or currently does business with (comparable to the Work described in these terms of reference). If a subcontractor's experience is listed, name the subcontractor and credit this person with said project:
- **Supervisors' Experience**
 - Supervisors must have a minimum of two (2) years' experience in personnel supervision and in the administration of first aid. **Provide with the tender proof** in the form of a letter attesting that the Supervisors meet or exceed the minimum experience requirement.
- **References**
 - Provide one reference for each of the two projects listed in **Company Experience**, indicate the name, telephone number and e-mail address of the contact person. Also provide the name and full corporate address of the corporation he/she represents (do **not** provide any letters of reference).

Notes

- **References may be contacted and the information provided will be verified;**
- **For Bidders with past or current NCC Contracts, the NCC reserves the right to auto-reference.**

5.2 Joint Venture Submissions

The NCC will accept submissions from joint venture entities. Note that all submissions, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the invitation to tender, must be signed by an authorized representative of each of the firms comprising the joint venture. Each tender submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each tender must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the invitation to tender as well as any contract awarded as a result of the invitation to tender. Note that if the successful Tenderer is a joint venture, the signed joint venture agreement must be presented prior to contract award.

SECTION 5 – TENDER REQUIREMENTS

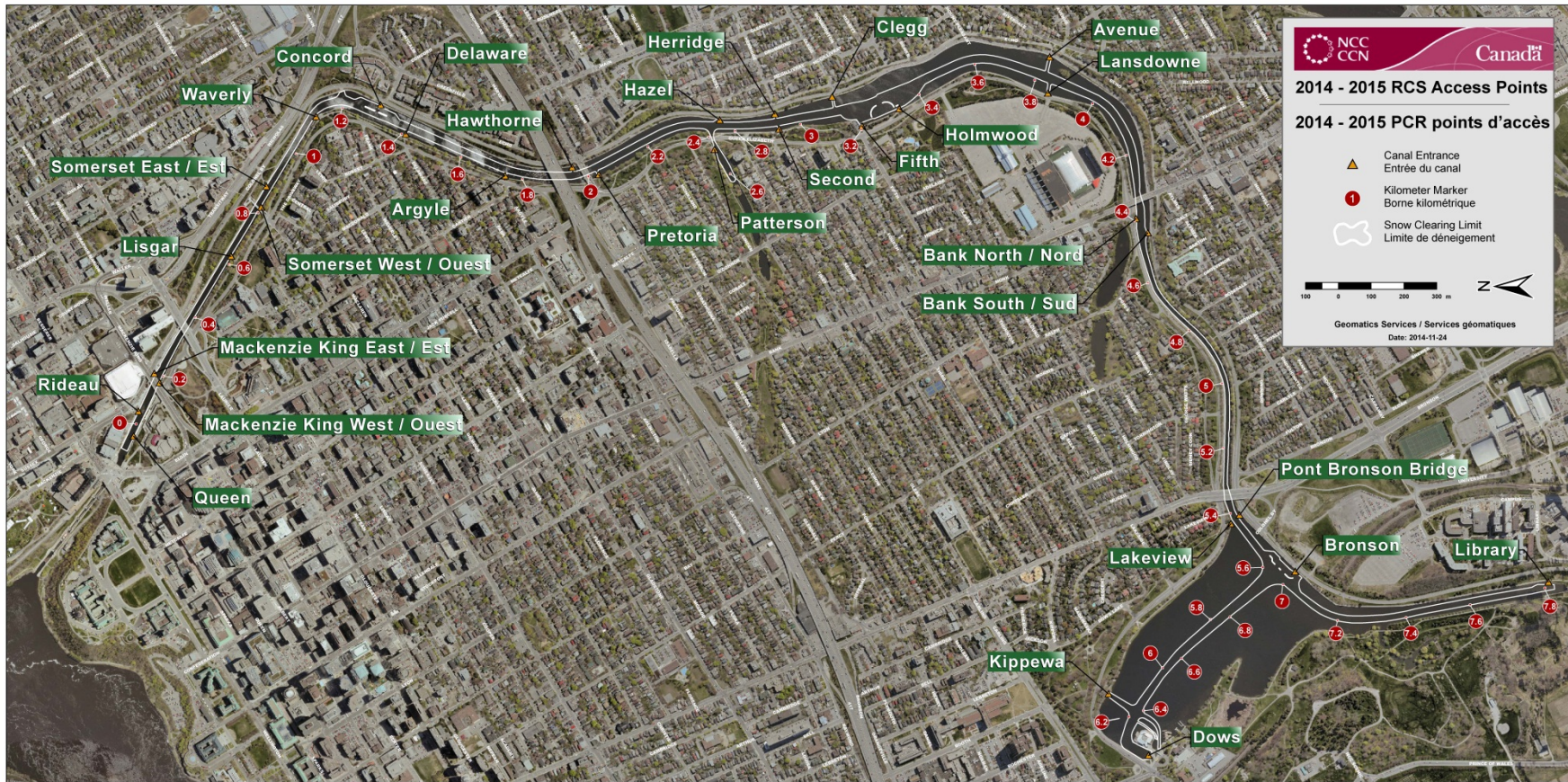
In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note

A joint venture whereby contractors separate contracting activities amongst themselves and operate independently shall not be accepted in this invitation to tender and shall be considered as non-responsive and receive no further consideration.

FIRST AID SERVICES – RIDEAU CANAL SKATEWAY

APPENDIX A – MAP OF SKATEWAY



APPENDIX B – SKATEWAY WORK ENVIRONMENT

The tasks accomplished as part of the terms of the current contract will be undertaken on the Skateway. It is in this environment that contractor employees will perform their duties (e.g. in isolated areas and in difficult climatic conditions). The contractor shall ensure that his personnel possess the aptitudes, experience, protective clothing, communications devices, tools and equipment required to accomplish their duties in compliance with best practices in workplace health and safety. Furthermore, he shall inform his personnel of known and foreseeable risks that are inherently related to assigned tasks and apply necessary control measures.

The Contractor shall, at all times, ensure to put in place surveillance, work methods and training required to safeguard health and safety of personnel and sub-contractors of this Contract. The Contractor shall offer to his personnel work conditions that satisfy workplace health and safety.

Included below is a list of inherent or foreseeable risks associated to supervisor and patroller responsibilities:

- Working in difficult climatic conditions with risks of dehydration, hypothermia, frostbite, etc.
- Working during snowstorms or other types of storms with risks of falls, slides, etc.
- Working at night
- Working with equipment and vehicles with risks of cuts, scrapes, etc.
- Walking on an ice surface with risks of falls, dislocations, fractures, etc.
- Physical work with risks of back injuries, cardiovascular illnesses, etc.
- Working close to the general public.

APPENDIX C – ACCIDENT REPORT

**ACCIDENT REPORT – Rideau Canal Skateway
RAPPORT D'ACCIDENT – Patinoire du canal Rideau**

Date : _____ Time/Heure : _____

Name of person injured /
Nom de la personne blessée : _____

Address/Adresse : _____

Phone / Téléphone : _____

Extent of Injuries / Gravité des blessures : _____

Causes : _____

Treatment / Traitement : _____

Location of incident / Lieu de l'incident _____

Witnesses / Témoins : _____

First Aid given by / Soins donnés par : _____

Site Supervisor / Superviseur de site : _____

FIRST AID SERVICES – RIDEAU CANAL SKATEWAY

APPENDIX D – FINAL EVALUATION REPORT GUIDELINES

In its final evaluation report at the end of the season, the contractor must describe, evaluate and give recommendations on the following items:

1. General Overview of Skating Season

2. Resume of Weekly Reports

- amount of injuries
- amount of injuries requiring ambulance services
- amount of serious incidents
- recommendations toward major incidents
- Colour graph(s) to help illustrate results
- Locations of incidents.

3. General Patrol Operation

- Meeting
- Supplies
- Infrastructure (trailer, etc.)
- Communications w NCC
- Communications w external stakeholders
- Any other items that may affect the safety of the Skateway.

FIRST AID SERVICES – RIDEAU CANAL SKATEWAY

APPENDIX E – BID FORM

FEE SCHEDULE				
Line Item	Item Description	Estimated Quantities	YEAR 1 All-inclusive Unit Prices (excl. tax) to perform each activity per occurrence	Extended Totals
		(A)	(B)	(A x B)
1	Contract Management Fee	1		
2	Supervisor & Patrollers typical weekdays (Mon, Tues, Wed, Thurs)	24		
3	Supervisor & Patrollers typical weekend (Friday)	6		
4	Supervisor & Patrollers typical weekend (Saturday & Sunday)	12		
5	Supervisor & Patrollers typical Winterlude weekend (Friday)	3		
6	Supervisor & Patrollers typical Winterlude weekend (Saturday & Sunday)	6		
7	Supervisor & Patrollers Family Day (one Monday)	1		
8	Skateway counters	1		
	* GRAND TOTAL			\$
<p>This contract will pay the successful Contractor for actual activities performed at the applicable unit prices. All unit prices invoiced will accrue towards your minimum payment amount. If total invoices do not reach your minimum payment amount, the NCC will pay the difference between the accrued total and the minimum payment. The minimum payment amount will be calculated by taking the total for the activities and multiplying by 40%.</p>			<p>Minimum payment (excl. OHST)</p> <p>40% of total of all activities. Enter amount in right hand box</p>	<p>\$ _____</p>

APPENDIX F – CONTRACT PRICE ADJUSTMENT

Fee Schedule – Unit Prices Adjustment

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

Year 2 of Contract

The Unit Prices (excluding taxes) for the second Year (April 1, 2016 to March 31, 2017) shall be based on the Unit Prices (excluding taxes) during the first Year (award to March 31, 2016) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of July 2016 and July 2015, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for July 2016 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for July 2015 was 131.6.

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

Year 3 of Contract

The Unit Prices (excluding taxes) for the third Year (April 1, 2017 to March 31, 2018) shall be based on the Unit Prices (excluding taxes) established for the second Year (April 1, 2016 to March 31, 2017) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of July 2017 and July 2016, plus applicable taxes.

Year 4 of Contract

The annual Fixed Fee (excluding taxes) for the fourth Year (April 1, 2018 to March 31, 2019) shall be based on the annual Fixed Fee (excluding taxes) established for the third Year (April 1, 2017 to March 31, 2018 plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of July 2018 and July 2017, plus applicable taxes.

Year Five of Contract

The annual Fixed Fee (excluding taxes) for the fourth Year (April 1, 2019 to March 31, 2020) shall be based on the annual Fixed Fee (excluding taxes) established for the third Year (April 1, 2018 to March 31, 2019 plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of July 2019 and July 2018, plus applicable taxes.

APPENDIX F – CONTRACT PRICE ADJUSTMENT

Note

- Unit Prices for the option years, if exercised, will be adjusted in the same manner as above.
- The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada’s website at <http://www40.statcan.gc.ca/101/cst01/CPI02A-eng.htm>, in table “Consumer Price Index by city (monthly) All items for Ottawa-Gatineau”.

BID BOND

Bond Number _____

Amount \$ _____

KNOW ALL MEN BY THESE PRESENTS, that _____ as Principal, hereinafter called the Principal, and _____ as Surety, hereinafter called the Surety, are, subject to the conditions hereinafter contained, held and firmly bound unto the National Capital Commission as Obligee, hereinafter called the NCC, In the amount of _____ dollars (\$ _____), lawful money of Canada, for the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED AND SEALED this _____ day of _____, _____. WHEREAS, the Principal has submitted a written tender to the NCC, dated the _____ day of _____, _____, for: _____.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that if:

- (a) The Principal, should his tender be accepted within the period be specified by the NCC, or, if no period be specified, within sixty (60) days after closing date of the tender:
 - 1. does execute within a period specified by the NCC, or, if no period be specified therein, within fourteen (14) days after the prescribed forms are presented to him for signature, execute such further contractual documents, if any, as may be required by the terms of the tender as accepted; and does
 - 2. furnish a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the Contract price and satisfactory to the NCC, or other security acceptable to the NCC; or
- (b) the Principal does pay to the NCC the difference between the amount of the Principal's tender and the amount of the Contract entered into by the NCC for the work, supplies and services which were specified in the said tender, if the latter amount be in excess of the former,

then, this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED, HOWEVER, that the Surety and the Principal shall not be liable to the NCC for an amount greater than the amount specified in the bond.

PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

IN TESTIMONY WHEREOF, the Principal has hereto set its hand and affixed its seal, and the Surety has caused these presents to be sealed with its corporate seal duly attested by the signature of its authorized signing authority, the day and first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

Principal _____

Witness _____

Surety _____

Note: Affix Corporate seal if applicable.

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 personnel submit to a personal security screening process (Security Clearance Form TBS/SCT 330-60E). The NCC may also perform a credit check when the duties or tasks to be performed require it or in the event of a criminal record containing a charge/offence of a financial nature.

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

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

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

Additional information

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

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

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

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

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

Company Security Representative

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

Access to site

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

References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

New supplier / Nouveau fournisseur Update / Mise à jour

Supplier No. / N° du
fournisseur

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

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

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

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

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

(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	Business No. (BN) / N° de l'entreprise (NE)		
GST/HST / TPS et TVH			QST / TVQ (Québec)			
Number / Numéro :			Number / Numéro :			
Not registered / non inscrit			Not registered / non inscrit			
Type of contract / Genre de contrat						
Contract for services only Contrat de services seulement		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement		
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 / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		
Address / Adresse :		
Postal Code / Code postal :		

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

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).	Veuillez 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 DEPOSIT PAYMENT AND TAX INFORMATION FORM

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

Supplier Tax Information

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

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

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

Direct deposit payment information

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

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

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

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

The advantages of direct deposit payment

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

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

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

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

Questions : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

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

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

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

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

Avantages du paiement par dépôt direct

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

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

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