

**REQUEST FOR PROPOSAL**

**Ombudsman – Professional Services**

NCC FILE NO.

**LW154**

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| ADDRESS ENQUIRIES TO:<br><br>Nathalie Rheault<br><br>Email: <a href="mailto:Nathalie.Rheault@ncc-ccn.ca">Nathalie.Rheault@ncc-ccn.ca</a><br>(for enquiries only)   | INVITATION DATE :<br><br>August 14, 2020  |
|  | BID CLOSING :<br><br><b>September 8, 2020 at 3 p.m. Ottawa time</b>   |
| RETURN TO:<br><br>Paper copy and faxes are no longer accepted. All bids must be forwarded to this email address only. Non-compliance with this requirement will result in disqualification of your tender. | <b>Send to:</b><br><a href="mailto:Bids-Soumissions@ncc-ccn.ca">Bids-Soumissions@ncc-ccn.ca</a><br><br><b><u>Email subject line must read :</u></b><br>LW154 – Ombudsman - Professional Services<br><br><b>Note:</b> the email attachment size is set at a maximum of 150 MB. |

**This page to be dated, signed and returned with your submission, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Terms of Reference, the General & Supplementary Conditions, and any/all other attachments referred to within the NCC tender package.**

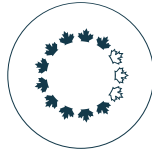
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|---|--|
| We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out within the NCC tender package, the supplies and/or services listed above and on any attached sheets at the submitted price(s). |  |
| Contractor's Name and Address<br><br><br>Tel:<br><br>Contact E-mail:  | Print Name :<br><br>Signature :<br><br>Date :                      |
| <b>ADDENDUM ACKNOWLEDGEMENT:</b> I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.   | Bidder to enter number of addenda issued (ie. #1, #2 etc), if any. |

**Ombudsman – Professional Services**

1. Submit **two separate documents by e-mail**: one (1) technical proposal and one (1) clearly labelled financial proposal to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Terms of Reference.
2. Questions and requests for clarification from proponents **will be accepted until 12:00 noon on August 28, 2020**. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract. Your questions and requests for clarifications must be submitted in writing and addressed to Nathalie Rheault at email: [Nathalie.Rheault@ncc-ccn.ca](mailto:Nathalie.Rheault@ncc-ccn.ca).
3. The proposal is to include all relevant information as defined in the Professional Services for the Ombudsman Function document and as more particularly described in section 4.0 Proposal Requirements and 5.0 Proposal Evaluation.
4. Your financial proposal (Appendix C) must be signed and submitted as a **separate** document from the technical proposal as outlined in the Terms of Reference.
5. Contract award for this service will be based on the evaluation criteria set out for this Terms of Reference – RFP (see section 5.0 Proposal Evaluation). The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.
6. A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.
7. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
8. The attached General (Appendix A) & Supplementary (Appendix B) Conditions and the Security Requirements will also form part of the resulting contract.
9. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
10. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
11. Facsimile transmittal or hard copies of the proposal are not acceptable.
12. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.

**Ombudsman – Professional Services**

13. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
14. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
15. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
16. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal 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 proposal 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 RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. 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. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

# Terms of Reference

NCC OMBUDSMAN

Canada



## 1. Mandate

The Ombudsman is mandated by the Board of Directors to provide members of the public with an independent, confidential, neutral, fair and equitable mechanism for addressing complaints when all other redress avenues internal to the NCC have been exhausted.

## 2. Definitions

| <b>Word</b>        | <b>Definition</b>  |
|--------------------|--|
| Board of Directors | the Board of Directors of the NCC  |
| CEO                | Chief Executive Officer of the NCC   |
| Complaint          | a complaint by a Complainant pertaining to NCC activities or conduct for which the NCC internal redress mechanism has been completed but has not been resolved |
| Complainant        | a member of the public, but excludes persons having a contractual relationship with the NCC such as contractors, suppliers or tenants;                         |
| NCC                | National Capital Commission  |

## 3. Appointment and Replacement

3.1 The Ombudsman is appointed for a three-year term by the Board of Directors. At the sole discretion of the NCC, two (2) successive one (1) year options may be exercised at the same terms and conditions. The Ombudsman shall report, and be accountable for performance, to the Chairperson of the Board or their delegate. Notwithstanding that the Ombudsman shall report to the Chairperson of the Board, the Ombudsman may turn to the Chairperson of the Governance Committee or their delegate, on an as required basis, for advice on difficult issues or to seek clarity in interpretation of the Terms of Reference.

3.2 The Ombudsman may resign at any time by giving three months' written notice to the Board of Directors and may only be dismissed by the Board of Directors.

## 4. Responsibilities

- 4.1 The Ombudsman will accept and act upon all reasonable requests or complaints regarding matters falling within the purview of the Ombudsman (see section 5). However, the Ombudsman shall not act as an advocate for the NCC, the complainant or any other person or provide legal, accounting or other professional advice.
- 4.2 The Ombudsman may, where appropriate, offer recommendations to the NCC for changes to policies, procedures or practices.
- 4.3 In cases where the Ombudsman deems it is appropriate and with the consent of one of the individuals involved, the Ombudsman may intervene to attempt to facilitate a resolution of the complaint.
- 4.4 The Ombudsman will keep the NCC apprised of statistics, trends and the emergence of NCC wide issues through a semi-annual and annual report. The semi-annual report is to be presented to the Governance Committee each January. The annual report, based on a fiscal year of April 1 to March 31, is to be presented to the Board of Directors at a public meeting in June of each year. Both reports are to be submitted and presented in both official languages.
- 4.5 Without disclosing information regarding any specific complainants that may need to remain confidential, the Ombudsman shall provide a monthly report of the status of the complaints to the CEO and Chairperson of the Governance Committee.
- 4.6 The Ombudsman will advise the public about the procedures for bringing forth complaints to the Ombudsman.
- 4.7 Administrative support, translation services, equipment and supplies required to fulfill the NCC Ombudsman's mandate are the responsibility of the ombudsman. The NCC will however grant access to its facilities when necessary to facilitate meetings with NCC representatives and/or complainants.
- 4.8 The ombudsman is responsible to make a toll-free number accessible to the public.
- 4.9 The NCC is responsible to host and maintain a website where members of the public may access information about the ombudsman services. The Ombudsman is responsible for the content of the material published on the website and the material must be provided to the NCC in both official languages for publication. Copies of the annual reports should be published on the ombudsman's website no later than thirty (30) days after their presentation to the Board of Directors.
- 4.10 The Ombudsman may delegate administrative duties to their staff, including the right to request information from complainants or the NCC and its

representatives. A delegate cannot further delegate any of the Ombudsman duties.

- 4.11 The Ombudsman and their staff will adhere to the ethics and standards established by the Board of Directors.
- 4.12 The Ombudsman and their staff must, at all times, offer services to the public in the official language of their choice.

## 5. Scope

- 5.1 Subject to this section 5, the Ombudsman may investigate a complaint relating to a decision, a recommendation, an act or an omission of the NCC, including its agents, employees or other person carrying out duties on its behalf.
- 5.2 At the request of a Vice President of the NCC, the Ombudsman may act as a facilitator while a complaint is still under internal redress.
- 5.3 The Ombudsman shall not investigate any decision, recommendation, act or omission whatsoever of:
  - 5.3.1 The Board of Directors or its committees;
  - 5.3.2 Any person in the context of labour relations with the person or group whose interests are affected by the intervention;
  - 5.3.3 Any person in the context of a contractual relationship with the NCC, including contractors, suppliers or tenants, whose interests are affected by the intervention, or
  - 5.3.4 An elected official or any member of the cabinet of elected officials.
- 5.4 The Ombudsman shall not investigate a private dispute between individuals, or a decision made by a tribunal or an organization carrying out judicial duties.
- 5.5 The Ombudsman may refuse, postpone or discontinue an intervention in any complaint when:
  - 5.5.1 the Ombudsman is of the opinion that a complaint is frivolous, vexatious, not brought in good faith;
  - 5.5.2 the Ombudsman is of the opinion that a complainant is not providing necessary information in a timely manner;
  - 5.5.3 more than one year has elapsed since the complainant whose interests are affected by the intervention or investigation has learned of the facts on which it is based, unless the complainant establishes, to the Ombudsman's satisfaction, exceptional circumstances that justify the delay.

5.6 The Ombudsman will not act on any complaint if:

- 5.6.1 the complaint is the subject matter of a legal or regulatory proceeding; or
- 5.6.2 the Ombudsman is in a potential or perceived conflict of interest, in which case the Ombudsman is replaced by a special substitute named by the Board of Directors.

5.7 The Ombudsman shall inform the complainant in writing whenever a reasoned decision is made to interrupt an investigation or intervention or not to investigate or intervene.

## 6. Interventions and Investigations

6.1 The Ombudsman shall inform the NCC branch heads concerned and the CEO of any investigation or intervention and enable the branch head to be heard and to correct the situation.

6.2 The method of intervention used by the Ombudsman may include:

- 6.2.1 Requesting that an NCC employee meet with the complainant;
- 6.2.2 Meeting directly with each party separately;
- 6.2.3 Facilitating communication between the parties;
- 6.2.4 Reviewing any relevant NCC records;
- 6.2.5 Mediating a dispute;
- 6.2.6 Formally investigating a complaint;
- 6.2.7 Offering recommendations for a fair resolution.

6.3 In order to request the intervention of the Ombudsman, a complainant must:

- 6.3.1 State their full name, address, telephone number, and those, when known, of every person covered by the request;
- 6.3.2 State the facts in support of their requests; and
- 6.3.3 Provide the Ombudsman with any other information or document that may be required to process the request.

6.4 At the time of an investigation or intervention, the Ombudsman is entitled to learn all the relevant facts required to make a recommendation. The Board of Directors will ensure that the Ombudsman has access to the appropriate documents, save and except documents covered by solicitor-client or litigation privilege or those documents or parts of documents that must otherwise be protected pursuant to the *Access to Information Act* or the *Privacy Act*.

6.5 At the end of an investigation or intervention, the Ombudsman must submit a written report of findings to the complainant, to the responsible branch head and to the CEO, in the official language of the complainant.



- 6.6 At the end of an investigation or intervention, the Ombudsman may also offer recommendations to the CEO regarding policy or organizational changes.
- 6.7 When making a recommendation, the Ombudsman may recommend that the CEO submit a report within a given period on the follow-up measures taken or intended to be taken. If no favorable response is received within that period, the Ombudsman may report this to the Board of Directors in a special report or in the annual report.
- 6.8 The complaint process to be followed is further explained in Appendix 1.

## 7. Governance

- 7.1 The Ombudsman is accountable to the Chairperson of the Board of Directors and the Chairperson of the Governance Committee in terms of the provision of the Ombudsman services.
- 7.2 The Ombudsman, in respect to the management of the contract, liaises with the CEO.

## 8. Confidentiality

- 8.1 All investigations and interventions of the Ombudsman are conducted in confidence and do not require legal representation by the complainant. Findings are not admissible in any subsequent litigation or arbitration.
- 8.2 The Ombudsman must keep the information received in the performance of their duties strictly confidential.
- 8.3 The Ombudsman must maintain confidential records of complaints, findings and recommendations on specific complaints, kept secured and accessible only to the Ombudsman.
- 8.4 The Ombudsman and any administrative support with access to NCC files must undergo a Level II Secret Security Screening with the NCC Security Division, maintain the clearance during the time of the contract, and ensure that records are kept and maintained in accordance with these requirements.

## 9. Transition

- 9.1 The Ombudsman shall ensure a seamless transition at the beginning, renewal (if any), and termination of this Contract. Furthermore, the Ombudsman shall remain available at the end of their appointment and provide assistance to the new Ombudsman by ensuring the sharing of the information and documents during the

transition period. The Ombudsman shall be available, at the same rate, for at least 30 days after the termination of their appointment for discussions, meetings or other tasks required ensuring a seamless transition between the two ombudsmen.

- 9.2 At the end of the contract, the outgoing Ombudsman shall remit all active documents and files to the new Ombudsman within 5 business days. The Ombudsman shall also remit all closed files to the NCC within 30 days.

## Appendix 1 – Complaint Process

### A. Categorization of complaints/inquiries

The principal reason for creating the NCC's Ombudsman's Office is to improve the NCC's service to the public. A clear understanding of the process used by the Ombudsman is essential to ensure that it is consistent with the manner and scope of activity contemplated by the Board in setting the office. This also helps management to respond adequately and in a timely fashion to requests for information by the Ombudsman.

The following generally describe the different categories of complaints or inquiries received and dealt with by the Ombudsman:

#### Level 1 - Issue outside the NCC mandate:

Often people do not know who to contact and will call the first Ombudsman Office that feels familiar to them. Many say that they have contacted the Ombudsman because they think it would be an office serving all of Canada's Capital Region. The Ombudsman's Office has a list of external organizations and other Ombudsman offices that it uses to suggest where people should go to raise non-NCC issues.

#### Level 2.0 - Referred to NCC - Standard Referral:

This category covers callers who are simply referred in a standard way to the NCC internal process, where there is nothing requiring special attention from the Ombudsman's Office. The callers in this category contact the Ombudsman's Office either because they do not know who in the NCC to contact or because they are unaware that they cannot complain to the Ombudsman unless they have first tried and exhausted the NCC internal process.

#### Level 2.1 - Non-standard referral to NCC:

This category is for callers where the referral to the NCC internal process requires special attention from the Ombudsman's Office. For example, if a caller indicates that his or her issue is urgent, the Ombudsman's Office will ensure that the apparent urgency is flagged when the referral is made to the NCC internal process. The Ombudsman's Office also encounters situations where, despite a full explanation of the Ombudsman's role, callers provide the Ombudsman's office with information and additional issues while they are in the process of dealing with the NCC internal process. In those instances, the Ombudsman's Office ensures that the NCC internal process is aware of the additional information/issues so that it can deal with them effectively.

#### Level 2.2 - Informal Dispute Resolution:

This is an experimental approach for selected types of complaints. In this experimental approach, the Ombudsman investigates the complaint without the need for the

formality of filing a complaint form, thus simplifying the process somewhat. This approach appears to be appropriate only for selected cases where the complaint is clear, win-win resolution appears very probable and both the NCC and the complainant agree to try the approach.

Level 2.3 - Inquiry regarding the Ombudsman:

This category records inquiries for callers who are not communicating a particular issue, but simply want to understand the role and process of the Ombudsman.

Level 3 – Complaint investigated by the Ombudsman:

This category records complaints investigated by the Ombudsman under the formal process established by the NCC Board of Directors. The Ombudsman records the number of issues in each complaint, as each issue needs to be addressed individually. The Ombudsman seeks informal win-win resolution of complaints wherever possible.

#### B. Additional matters

The following provides additional clarification:

##### (a) Complaints Outside Ombudsman's Mandate

It is foreseeable that complaints will be submitted to the Ombudsman that are not within his or her mandate. The most obvious of these are complaints that relate to an entity other than the NCC. Complaints may be submitted that, by their subject matter, are outside the mandate. Such complaints include those that:

- involve existing or pending litigation
- relate to policies of the Board
- deal with the terms of a contract or agreement

The Ombudsman will not deal with such complaints. For statistical and reporting purposes, the Ombudsman may note such complaints, but they will not be grouped with complaints properly made to the Ombudsman.

##### (b) Initiation of File

If a complaint within his or her mandate has been received by the Ombudsman, the Ombudsman will first ensure that the complaint has previously been submitted to the NCC's internal complaint review and resolution process. If it has not, then the Ombudsman will refer the complaint to the NCC's Director of Public Affairs for initiation of the internal process before undertaking a review.

Complaints properly receivable by the NCC Ombudsman will be investigated through interviews, documentation or other means. On opening a file in respect of a complaint the NCC Ombudsman will inform the branch head of the relevant branch as it will be within the branch's authority to provide the information required and act on the results if needed. The NCC Ombudsman will also inform in writing the CEO and the Chair of the NCC Governance Committee or his/her delegate upon opening such a file.

(c) Facilitation

The NCC Ombudsman may act to facilitate resolution bearing in mind that a successful resolution of each complaint is not necessarily possible. Facilitation can mean many things. For facilitation to work, the NCC personnel involved need to be authorized to make decisions on the matters in issue and must be able to see the broader implications of decisions taken at the organisational level. It is important to respond to requests for information from the Ombudsman, but at the same time, the Ombudsman does not have the authority to compel action by the NCC including, for example, compelling attendance by NCC staff. NCC management will endeavour to assist the Ombudsman in resolving complaints.

As noted above, not every complaint will lead to a resolution that satisfies the complainant. The objective, therefore, is to have a system that operates in a *bona fide* manner to attempt to resolve disputes, but not necessarily to resolve every dispute.

# **PROFESSIONAL SERVICES FOR THE OMBUDSMAN FUNCTION**

## **NATIONAL CAPITAL COMMISSION**

### **1.0 *Introduction***

The National Capital Commission (NCC) is a federal Crown corporation created by Canada's Parliament in 1959 under the *National Capital Act* (R.S.C., 1985, c. N-4) to ensure that the nature and character of Canada's capital accords with its national significance. The corporation is responsible for planning, as well as taking part in the development, conservation and improvement of Canada's Capital Region. It fulfills this role through the following areas of activity: setting the long-term urban planning direction for federal lands in Canada's Capital Region; guiding and controlling the use and development of federal lands in Canada's Capital Region; managing, conserving and protecting NCC assets (including Gatineau Park, the Greenbelt, real property, and other assets such as bridges, pathways and parkways); and maintaining heritage sites in Canada's Capital Region, including the official residences and commemorative sites.

### **2.0 *Background***

In 2006, a review of the mandate of the NCC was conducted by an independent panel. Among other things, the panel recommended that an Ombudsman position be created; appointed by, and reporting to, the NCC Board of Directors.

In October 2007, the Board of Directors approved the creation of an external Ombudsman function reporting directly to the Board of Directors. The Ombudsman's office started operating in 2008. Since then, three Ombudsmen have served the NCC at various times.

### **3.0 *Scope of the Work / Description of Services***

#### **3.1 *Mandate***

To provide members of the public, in the official language of their choice, with an independent, confidential, neutral, fair and equitable mechanism for resolving complaints, when all other available redress avenues have been exhausted.

#### **3.2 *Roles and Responsibilities***

See Terms of Reference attached.

### **3.3 Authority and Jurisdiction**

See Terms of Reference attached.

### **3.4 Estimated level of effort**

The successful proponent will be paid for actual time worked. The estimate of time requirement is up to a maximum of 50 days per fiscal year at 7.5 hours a day.

### **4.0 Proposal Requirements**

Interested parties must submit the following documents in order to be considered for the function of Ombudsman at the NCC:

- Letter of Interest describing how you meet the requirements of the position and would deliver the services to be offered (maximum 5 pages)
- Curriculum Vitae
- Three references
- Hourly rate for services (as a separate document, Appendix C)

### **5.0 Proposal Evaluation**

The evaluation is a four-phase process. The relative weightings of the evaluation are indicated in the description of each phase. The final decision of the appointment of the Ombudsman pursuant to this Request for Proposals rests with the NCC Board of Directors.

The proposal must contain information as to why the proponent should be selected based on the following evaluation criteria:

#### **Phase 1 – Proposal evaluation – total of 30 points**

Proponents must receive 24 points out of 30 (80%) in phase 1 in order to proceed to phase 2.

##### ***Personal Profile – 5 points***

The proponent is a person recognized by the public and their peers as being of high integrity and of impeccable professional reputation.

##### ***Education - 5 points***

The proponent holds a degree from a recognized university relevant to the position, or an equivalent combination of education, training and experience.

### ***Experience-10 points***

- A minimum of 3 years as an ombudsman, or equivalent related experience.
- Proven decision-making experience related to sensitive issues
- Extensive experience in communicating with the public
- Experience in conflict management
- The proponent shall provide 3 examples of cases adjudicated by the proponent that are similar in scope and nature to the business of the NCC.

### ***Description of the service - 10 points***

The description of the service to be offered must demonstrate the following:

- Thorough understanding of the roles and responsibilities of an Ombudsman
- Understanding of the NCC's mandate and operational environment
- A sound and practical approach to the delivery of the Ombudsman responsibilities.

### **Phase 2 – Interview – Total of 50 points**

Proponents must receive 40 point out of 50 (80%) in phase 2 in order to proceed to phase 3.

Interviews will be conducted in both English and French. The interview will focus on the proponent's knowledge, abilities and suitability for the job as described below

### ***Knowledge – 15 points***

- Of the National Capital Region
- Of the NCC mandate, governance and operations
- Of current issues and trends in the NCR involving the NCC and the public
- Of the roles, responsibilities, practices and principles related to the function of Ombudsman
- Of investigative practices and processes

### ***Abilities – 15 points***

- The ability to gather and analyse information and develop appropriate solutions
- The ability to communicate in both official languages, both orally and in writing
- The ability to develop communications strategies for public programs or activities
- The ability to gain the respect of the public and of the management and staff of the NCC
- Ability to efficiently handle complaints
- Proven aptitude in developing and maintaining positive relationships with both internal and external stakeholder groups

### ***Personal Suitability – 20 points***



- A person who is committed to providing the highest level of service to the public
- A person who is sensitive to, and respects the needs, of all individuals from a variety of backgrounds
- A person that has sound judgement and good decision making
- A person that has strong communications and superior interpersonal skills
- The linguistic requirement for this function is CBC. The successful proponent must provide up to date results that correspond to the government of Canada standards. If these results are not available, the proponent will be tested

### **Phase 3 - Reference Checks – Pass/Fail**

A reference check will be completed for Proponents having met the minimum of 40 points in phase 2. The reference checks will be evaluated on a pass/fail basis and based on three (3) references provided by the Proponent. The Proponent must pass this Reference Check portion in order to proceed to Phase 4 and the evaluation of the per diem rate.

### **Phase 4 - Hourly rate – 20 points – The Financial Proposal (Appendix C) must be submitted as a separate document that is clearly identified.**

The Ombudsman’s hourly rate must be an all-inclusive rate. This rate must include the following:

Travel and travel related expenses (ie. travel time, travel fare, mileage, parking, etc.) within –Canada’s Capital region are to be included in the applicable hourly rate.

The following costs shall be included, if required, in the fees to perform the duties of the Ombudsman and **shall not be reimbursed separately:**

- a) Toll-free number accessible to the public
- b) Presentation materials
- c) Administrative support
- d) Translation services
- e) Equipment and Supplies
- f) Professional Memberships
- g) Continuing education
- h) Travel expenses
- i) Travel time
- j) Meals and Accommodation costs
- k) Hospitality costs
- l) And any other expense required in the function of this position

Any disbursements over and above those included in the Proponent’s hourly rate will require the preapproval by the Chairperson of the Board, or his/her delegate.

## **Basis of award**

The proponent submitting the lowest overall cost excluding all applicable taxes will receive 20 points. The rates for other proponents will be ranked proportionately. The proponent who obtains the highest total score for phase 1,2 and 4 and who obtain a pass in phase 3 will be recommended for award of contract.

### **6.0 *Form of Contract***

#### **6.1 Duration of contract**

The contract will run for a term of three (3) years, with an anticipated commencement date of October 1, 2020. At the sole discretion of the Board of Directors, two (2) successive one (1) year options may be exercised at the same terms and conditions.

#### **6.2 Termination of Contract**

The contract can be terminated by either party with the provision of three months written notice.

### **7.0 *Payment for Services Rendered***

The NCC will pay up to a maximum of 50 days per year (based on 7.5 hour day). Any requirement for more than a 50-day period will require preapproval by the Chairperson of the board, or their delegate. Payment for preapproved time in excess of 50 days per year will be made based on the hourly rate and time spent.

Invoices shall be provided on a monthly basis and submitted the first week of the following month.

All invoices shall be submitted to NCC Accounts Payable and shall:

- Detail time spent on an hourly basis.
- Clearly identify all applicable taxes, stated as separate line items on the invoice
- Clearly identify the contract number.

Invoices are paid 30 days following receipt of an acceptable invoice.

Any costs incurred by the successful proponent prior to award of contract shall be the responsibility of the proponent and will not be reimbursed by the NCC.

**APPENDIX C**  
**FINANCIAL PROPOSAL**  
**LW154**

**Bidders Financial Proposal**

- I. Pricing must include all requirements as set forth in the RFP.
- II. Please note that any resulting contract will be a firm price/rate contract and that the total cost proposed will be all inclusive. No other costs or charges will be applicable or payable by the NCC for this project.
- III. Pricing **must** be submitted as a separate document clearly labelled “Financial Proposal”. No financial information may appear in the technical proposal.
- IV. The Financial Proposal (Appendix C) must be signed by an authorized proponent or will be subject to disqualification.
- V. Pricing as per details referenced in Phase 4 of the Professional Services for the Ombudsman Function document.

**Financial Proposal – Pricing Table**

| Description  | Hourly Rate*<br>(A) | Per Diem Rate*<br>(B) | Total**<br>(A + B) |
|--|---------------------|-----------------------|--------------------|
| Ombudsman Professional Services :<br>Year 1 – Oct. 1, 2020 to Sept. 30, 2021 | \$                  | \$                    | \$                 |
| Ombudsman Professional Services :<br>Year 2 – Oct. 1, 2021 to Sept. 30, 2022 | \$                  | \$                    | \$                 |
| Ombudsman Professional Services :<br>Year 3 – Oct. 1, 2022 to Sept. 30, 2023 | \$                  | \$                    | \$                 |
| SUB-TOTAL** :  |                     |                       | \$                 |
| TAXES ** :   |                     |                       | \$                 |
| TOTAL** :  |                     |                       | \$                 |

\*All unit pricing is exclusive of tax and is in Canadian dollars.

\*\*For evaluation purposes only.

**Pricing Table for Option Years**

| Description  | Hourly Rate* | Per Diem Rate* |
|--|--------------|----------------|
| Ombudsman Professional Services :<br>Option Year 1 – Oct. 1, 2023 to Sept. 30, 2024    | \$           | \$             |
| Ombudsman Professional Services :<br>Option Year 2 – October 1, 2024 to Sept. 30, 2025 | \$           | \$             |

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

## **BASIS OF AWARD**

The proponent submitting the lowest overall cost excluding all applicable taxes will receive 20 points. The rates for other proponents will be ranked proportionately. The proponent who obtains the highest total score for phase 1,2 and 4 and who obtain a pass in phase 3 will be recommended for award of contract.

The following table specifies the percentage weighting applied to the scores of the Technical Proposal and the Financial Proposal in the determination of the successful bidder:

| Proposal  | Weight |
|---|--------|
| Technical Proposal's points score (Phase 1 & 2) | 80%    |
| Financial Proposal's points score (Phase 4)     | 20%    |

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix A

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#### **GC1 Interpretation**

##### 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

#### **GC2 Successors and Assigns**

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

#### **GC3 Assignment**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC4 Time of the Essence**

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

#### **GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

#### **GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

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

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

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

- 8.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the Commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

- 9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.



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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

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

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

#### **GC12 Conflict of Interest**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC13 Contractor Status**

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

#### **GC14 Warranty by Contractor**

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

#### **GC15 Member of House of Commons**

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

#### **GC16 Amendments**

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

#### **GC17 Entire Agreement**

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

**GC1 Hours and Place of Work**

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

**GC2 No Additional Remuneration**

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

**GC3 Compliance with Legal Requirements**

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

**GC4 Responsibility of the NCC**

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

**GC5 Ownership of Documents**

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

**GC6 Copyright**

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

**GC7 Ownership of Inventions**

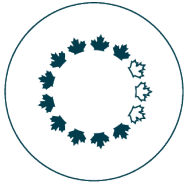
- 7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the NCC, and he may not apply for a patent in connection with any inventions unless he has the written consent of the NCC.

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

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

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

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



# NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

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## SECURITY REQUIREMENTS

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### **Security Requirements**

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

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

### **Security screening of individual**

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

### **Fingerprinting**

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

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

### **Company Security Officer**

The contractor shall appoint a Company Security Officer (CSO)

Selection criteria for the CSO are the following:

They must be employees of the contractor's firm;

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

The CSO responsibilities are the following:

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

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

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

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

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

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

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

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

#### **Access to site**

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

#### **Security of Information**

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

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

#### **Confidentiality and Safeguarding**

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

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

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

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur  Update / Mise à jour

**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  
IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:**

|  |   |                            |                     |                    |
|--|---|----------------------------|---------------------|--------------------|
| (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"/>    | (3) Corporation / Société <input type="checkbox"/>                |                            |                     |                    |

|   |                |             |
|---|----------------|-------------|
| Business No. (BN) / N° de l'entreprise (NE) - | <b>OR / OU</b> | SIN / NAS - |
|---|----------------|-------------|

|  |  |
|--|--|
| GST/HST / TPS et TVH   | QST / TVQ (Québec)   |
| Number / Numéro :<br>Not registered / non inscrit <input type="checkbox"/> | Number / Numéro :<br>Not registered / non inscrit <input type="checkbox"/> |

|  |   |   |   |
|--|---|---|---|
| Type of contract / Genre de contrat  | Contract for services only / Contrat de services seulement <input type="checkbox"/> | Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/> | Contract for goods only / Contrat de biens seulement <input type="checkbox"/> |
| Type of goods and/or services offered / Genre de biens et / ou services rendus : |   |   |   |

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

**Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque 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 :                     |                              |

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

E-mail address / Adresse courriel :

**PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS**

E-mail address / Adresse courriel :

**PART 'F' - CERTIFICATION / PARTIE 'F' - 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 a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes). | Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification). |
| Mail or email to: contracts@ncc-ccn.ca<br>Procurement Services<br>National Capital Commission<br>202-40 Elgin Street<br>Ottawa, ON K1P 1C7 Fax: (613) 239-5007              | Poster ou transmettre par courriel à : contracts@ncc-ccn.ca<br>Services de l'approvisionnement<br>Commission de la capitale nationale<br>40, rue Elgin, pièce 202<br>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 Supervisor  
(613) 239-5678 ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto: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, Superviseure aux comptes payable  
(613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto: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.