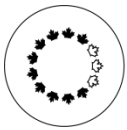


INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #: **AB002**

Rideau Canal Skateway – First Aid Services

<p>ADDRESS INQUIRIES TO: <i>Alyssa Brook</i> Sr. Contract Officer alyssa.brook@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: September 5th at 3:00pm Eastern Daylight Time (EDT)</p>	
<p>RETURN TENDERS TO Submit offer on this tender / contract form and return to:</p> <p style="text-align: center;">Tenders must be e-mailed → Bids-Soumissions@ncc-ccn.ca</p> <p style="text-align: right;">Note: the email attachment size is set at a maximum of 150 MB.</p>	
<p>DESCRIPTION OF SERVICES: Rideau Canal Skateway – First Aid Services</p>	<p>LOCATION: Canada’s Capital Region Rideau Canal Skateway Ottawa, ON</p>



INVITATION TO TENDER Tender / Contract Form

NCC TENDER FILE #:

AB002

Rideau Canal Skateway – First Aid Services

I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply and deliver the services and/or goods in accordance with the Statement of Work, terms and conditions, **for the unit prices as set out in section III herein.**

II. GENERAL AGREEMENT

The Contractor agrees:

1. to provide First Aid Services, in the province of Ontario, as per the Statement of Work, starting October 2023 ending on May 31st 2028.
2. that this Offer and Agreement, together with the Statement of Work, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health and 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. to enclose tender security with its tender in accordance with INSTRUCTIONS TO TENDERERS Point 5 – Security Requirements. If the security furnished does not comply fully with the requirements, the tender shall be disqualified.
4. the successful Contractor shall deliver to the NCC:
 - i) A performance bond and a labour and material payment bond each in an amount that is equal to or not less than 50% of year one (1) Contract Amount including taxes (Initial Term), then annually renewable for Years 2 to 5 (Renewal Terms) of the Contract, solely at the option of the Surety.
 - ii) Or a security deposit in the amount of 10% of the tender amount, including all applicable taxes in accordance with point 5.1 of INSTRUCTIONS TO TENDERERS.
5. If a successful bidder refuses to enter into contract, the amount of the security deposit will be forfeited to the NCC. The amount forfeited or payment demand will not exceed the difference between the bid price and the amount of the Contract awarded by Canada for the requirement.
6. the NCC will return all non-forfeited security deposits to unsuccessful bidders after contract award, and to the successful Bidder upon the completion of contract. If no contract is awarded, the NCC will return all security deposits at the expiration of the bid validity period, including any extension.
7. 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 90 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.



INVITATION TO TENDER Tender / Contract Form

NCC TENDER FILE #:

AB002

Rideau Canal Skateway – First Aid Services

8. 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.
9. that the Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

III. PRICING

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

The Bidder agrees that

- (a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- (b) the Price per Unit and the Estimated Total Price must be entered for each item listed;
- (c) the Price per Unit as tender governs in calculating the Total Estimated Amount, and any errors in the extension of the Price per Unit and in the addition of the Estimated Total Prices shall be corrected by the NCC in order to obtain the Total Estimated Amount; and
- (d) the following table is the Unit Price Table for the purposes of the tender and the Contract:



INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #: **AB002**

Rideau Canal Skateway – First Aid Services

Pricing Table

			A	B	C = A x B	D	E = A x D	F	G = A x F	H	I = A x H	J	K = A x J	L = C + E + G + I + K
		UOM	QTY FROM OCT. TO MARCH	Unit rates for year 1	SUB-TOTALS	Unit rates for year 2	SUB-TOTALS	Unit rates for year 3	SUB-TOTALS	Unit rates for year 4	SUB-TOTALS	Unit rates for year 5	SUB-TOTALS	5 YR TOTALS
1	Contract management	lump sum	1											
2	Supervisor - typical weekdays (Monday to Thursday)	hours	484											
3	Patrol - typical weekdays (Monday to Thursday)	hours	1936											
4	Supervisor - typical weekend (Friday, Saturday & Sunday)	hours	403											
5	Patrols - typical weekend (Friday, Saturday & Sunday)	hours	1372											
6	Supervisor - typical Winterlude weekend Friday, Saturday & Sunday)	hours	117											
7	Patrols - typical Winterlude weekend (Friday, Saturday & Sunday)	hours	798											
8	Supervisor - Family Day (a Monday)	hours	11											
9	Patrols - Family Day (a Monday)	hours	86											
SUB-TOTALS					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
13% HST ON SUB-TOTALS					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
GRAND TOTAL					\$ -		\$ -		\$ -		\$ -		\$ -	\$ -



INVITATION TO TENDER Tender / Contract Form

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:

AB002

IV. BASIS OF AWARD

Basis of award will be the bidder who meets all of the terms and conditions, and, who offers the NCC the lowest GRAND TOTAL amount for all five years. Lowest or any tender NOT necessarily accepted. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

An offer must comply with all the requirements of the Contract to be declared responsive.

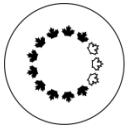
The Responsive offer with the lowest total evaluated price will be recommended for issuance of a contract.

V. INVOICING

- Payment will be made only after the receipt/delivery and acceptance of services.
- The Contractor will have the right to receive payment 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 delivered the said services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded by email at payables@ncc-ccn.ca in Adobe (.pdf) format.
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

VI. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer, alyssa.brook@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than five (5) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.



**INVITATION TO TENDER
Tender / Contract Form**

NCC TENDER FILE #: **AB002**

Rideau Canal Skateway – First Aid Services

VII. SECURITY REQUIREMENTS

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*** NCC Security to perform security screening.

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

VIII. AUTHORITIES

NCC Contracting Authority

The NCC Contracting Authority responsible for this contract is:

Alyssa Brook
Senior Contract Officer
National Capital Commission
Telephone: 343-571-8453
E-mail address: alyssa.brook@ncc-ccn.ca

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

NCC Client Representative

The NCC Client Representative for the Contract is:

_____ (to be entered at contract award)

Title
National Capital Commission
Telephone: 613 239-5678 ext. _____
E-mail address: _____@ncc-ccn.ca

The NCC Client Representative is the representative of the NCC for whom the work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the NCC Client Representative; however, the NCC Client Representative has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contract Officer.

Contractor's Representative

Name: _____

Telephone No.: _____

E-mail address: _____



INVITATION TO TENDER
Tender / Contract Form

NCC TENDER FILE #:

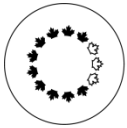
AB002

Rideau Canal Skateway – First Aid Services

IX. PRIORITY OF DOCUMENTS

If there is a discrepancy between or conflict in the contents of the following documents, such documents shall take precedence and govern in the following order:

- (1) This tender/contract form;
- (2) Any amendment or variation to the contract documents;
- (3) Statement of Work
- (4) General Conditions;
- (5) Security Requirements;
- (6) Occupational Health & Safety Requirements;
- (7) The Contractor's Bid dated _____ (*insert date of bid*);



**INVITATION TO TENDER
 Tender / Contract Form**

Rideau Canal Skateway – First Aid Services

NCC TENDER FILE #:	AB002
--------------------	--------------

X. ADDENDUM ACKNOWLEDGEMENT

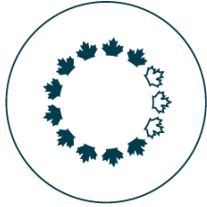
I/We acknowledge receipt of the following addenda _____ (Bidder to enter number of addenda issued, if any) and have included for the requirement of it/them in my/our tendered price.

XI. SIGNATURE OF OFFER

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).	
Name and address of Contractor :	Signature(s)
Tel-Tél:	Title:
Contact E-mail:	Date:

Accepted & executed on behalf of the Commission this day of , 2023

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
---	--------------



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Rideau Canal Skateway

First Aid Services

Statement of Work

TABLE OF CONTENTS

Section 1 — Introduction

1.0	Object and conditions.....	4
1.1	Summary of work	4
1.2	National Capital Commission.....	4
1.3	Rideau Canal Skateway.....	4

Section 2 — Service Requirements

2.0	General information.....	5
2.1	Contractor's Obligations	6
	2.1.1 General information.....	6
	2.1.2 Supervisors and patrols.....	6
	2.1.3 Schedules and rapports.....	7
	2.1.4 Meetings.....	7
	2.1.5 Equipment.....	8
2.2	Obligations de la NCC.....	9

Section 3 — Standard Conditions

3.0	Introduction.....	10
3.1	Work standards	10
3.2	Security.....	10
3.3	Employees.....	10
	3.3.1 General information.....	10
	3.3.2 Bilingualism	11
	3.3.3 Experience.....	11
	3.3.4 Orientation.....	11
	3.3.5 Substitute employees	11
	3.3.6 Recruitment.....	11
3.4	Media relations	11
3.5	Sales prohibition	12
3.6	Support.....	12
3.7	Alterations.....	12
3.8	Reports.....	12
	3.8.1 Insurance certificate	12
	3.8.2 WHIS certificate	12
	3.8.3 Incident report	12
	3.8.4 Unsatisfactory performance report	13
	3.8.5 Security clearance	13
	3.8.6 Overtime	13
	3.8.7 Accident report	13
	3.8.8 Other reports	13

TABLE OF CONTENTS

Section 4 — General Conditions

4.0	Definitions.....	14
4.1	Contractor’s obligations	15
4.1.1	Payment schedule	15
4.1.2	Sponsorship, communications and marketing.....	15
APPENDIX A	— Skateway Map.....	18
APPENDIX B	— Skateway Work Environment.....	19
APPENDIX C	— Accident Report.....	20
APPENDIX D	— Instructions Concerning Final Evaluation Report.....	21
APPENDIX E	— Price grid	24

Object and conditions

The National Capital Commission (NCC) is seeking a Contractor capable of providing first aid services on the Rideau Canal Skateway.

The contract is for five (5) years (five winter skating seasons) commencing on the contract award date until May 31, 2028. Unit prices will be proposed for the first year and multiplied by the five (5) years of the contract.

1.1 Summary of work

The Contractor shall provide the NCC with certified first aid attendant patrol services and the equipment needed to ensure skater safety on the Rideau Canal Skateway. Patrols shall administer first aid to visitors in need. The skating season usually begins in mid-December and ends in about mid-March, lasting 40 to 50 days on average. On skating days, a supervisor and patrols must be present seven days a week, from late morning to the end of the evening. The Contractor will also report and/or mark with fluorescent paint all flooding holes made in the ice for night maintenance.

1.2 National Capital Commission

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada whose mission is to ensure that Canada's Capital Region is a source of national pride and significance to Canadians. Among its activities, the NCC is responsible for Rideau Canal Skateway programming and related property management and maintenance.

1.3 Rideau Canal Skateway

Each winter, a portion of the Rideau Canal transforms into a natural skating surface 7.8 kilometers long (225,000 square metres) starting in downtown Ottawa and ending at Hartwells Lockstation, near Carleton University. The Skateway attracts an average of 900,000 visitors per skating season. The NCC has full authority to determine when the skating season starts and ends, based on weather conditions, ice conditions and public safety considerations. The Skateway includes 40 points of entry (32 stairways, 5 universal access ramps and 3 vehicle ramps), service counters and rest areas. Ice maintenance and flooding operations usually occur at night. Sweeping and snow removal are done during the day to ensure that the skating surface remains smooth and clear. Snow removal is continual during storms. The NCC uses a flag system to indicate skating conditions. A green flag means moderate to good conditions. A red flag means that conditions are unsafe and the Skateway is closed. An interactive map of ice conditions is available on the NCC website and provides real-time information on Skateway conditions. During the first three weekends in February, the Skateway hosts Winterlude. Organized by the Department of Canadian Heritage, this annual winter celebration significantly increases the number of visitors to the Canal.

SECTION 2 — SERVICE REQUIREMENTS

2.0 General

The Contractor must provide certified medical first responders as patrols who supervise skater behaviour and movement, administer first aid and observe and report potentially hazardous conditions. These services must be delivered on the Rideau Canal Skateway, seven days a week for the entire skating season.

The Contractor shall provide the above-mentioned services within the area specified in APPENDIX A. The Skateway is divided into four patrol areas:

- National Arts Centre to Concord Street
- Concord Street at Fifth Avenue, including Patterson Creek
- Fifth Avenue to Bronson Avenue
- Bronson Avenue to Hartwells Lockstation and Dows Lake.

The Contractor shall provide the number of qualified Staff required, including the necessary certifications, in accordance with NCC requirements and the standard schedule specified below and in Table 1. Employees are required to report for work according to whether or not the Skateway is open. The standard schedule proposed below is subject to change and is provided for illustrative purposes only:

Monday to Thursday: 10:00 a.m. to 9:00 p.m.

Friday, Saturday and Sunday: 9:00 a.m. to 10:00 p.m.

During the three (3) weekends of Winterlude, the schedule remains the same but the number of Staff assigned on Friday, Saturday and Sunday should be sufficient to meet the higher number of skaters. The same applies on Family Day (last Monday in February).

SECTION 2 — SERVICE REQUIREMENTS

The Contractor shall also provide the types and number of qualified Staff based on the following schedule in Table 1.

Table 1:

	Regular schedule								Winterlude (3 weekends)									Family day								
	Monday to Thursdays		Friday		Saturday		Sunday		Friday			Saturday			Sunday			Monday								
9 a.m.			1	4	1	4	1	4	1	4	1	4				1	6		1	6						
10 a.m.	1	4	1	4	1	4	1	4	1	4	1	4				1	6		1	6				1	6	
11 a.m.	1	4	1	4	1	4	1	4	1	4	1	4				1	6		1	6				1	6	
Noon	1	4	1	4	1	4	1	4	1	4	1	4				1	6		1	6				1	6	
1 p.m.	1	4	1	4	1	4	1	10	1	10	1	6	1	1	12	1	1	12	1	1	12	1		1	10	1
2 p.m.	1	4	1	4	1	4	1	10	1	10	1	6	1	1	12	1	1	12	1	1	12	1		1	10	1
3 p.m.	1	4	1	4	1	4	1	8	1	8	1	6	1	1	10	1	1	10	1	1	10	1		1	10	1
4 p.m.	1	4	1	4	1	4	1	8	1	8	1	6	1	1	10	1	1	10	1	1	10	1		1	10	1
5 p.m.	1	4	1	4	1	4	1	4	1	4	1	6				1	6						1	6		
6 p.m.	1	4	1	4	1	4	1	4	1	4	1	6				1	6						1	6		
7 p.m.	1	4	1	4	1	4	1	4	1	4	1	6				1	6						1	6		
8 p.m.	1	4	1	4	1	4	1	4	1	4	1	6				1	6						1	6		
9 p.m.			1	4	1	4	1	4	1	4	1	6				1	6						1	6		
10 p.m.																										

- Supervisor
- Patrollers
- Patrollers at the trailer for walk-ins

General information concerning the employee schedule:

- Patrols work in teams of two and, depending on ice conditions, day of the week and crowd size, they may be required to patrol the four Skateway areas mentioned above.
- During Winterlude, the patrol assigned to the trailer is responsible for administering first aid directly at the trailer on a walk-in basis, thus freeing up the supervisor to manage operations.

SECTION 2 — SERVICE REQUIREMENTS

2.1 Contractor's Obligations

The Contractor shall:

2.1.1 General information

Assign a contact person to supervise the Skating Patrol service on a full-time basis and to receive instructions from the NCC.

Provide a sufficient number of qualified supervisors and patrols to meet schedule requirements.

Provide one or more additional patrols subject to twelve (12) hours advance notice from the NCC, at the rates specified in the bid.

Ensure and provide evidence that supervisors and patrols have been trained and certified in first aid and in the use of Automated External Defibrillators (submit a copy of certificates to the NCC prior to the start of each skating season).

Provide a breakdown of invoiced items in accordance with the contract pay items structure.

Ensure that all employees can complete their NCC security checks before they begin their duties.

2.1.2 Supervisors and patrols

Ensure that supervisors and patrols are physically fit, are able to skate, can converse and deal with the public firmly but tactfully in both official languages while performing their duties, and can apply Skateway rules and regulations without compromising the NCC's reputation.

Ensure that patrols:

- a) Have first aid, cardio-pulmonary resuscitation and Automated External Defibrillator operator certificates (a CPR-certified patrol must be on duty in each work period as first responder);
- b) Administer first aid and CPR as required;
- c) Help the NCC provide Skateway users with a safe and pleasant environment;
- d) Observe and supervise the behaviour and movement of skaters to maintain a safe skating environment on the Skateway;
- e) Ensure compliance with NCC rules and regulations governing use of the Skateway (no hockey, no alcohol, no dogs (except support dogs) and no bicycles, inform violators about Skateway rules and regulations). Report persistent violations to the supervisor,

Skateway Staff or NCC Conservation Officers. N.B.: Patrols are not to act as security officers;

- f) Observe and report hazardous conditions and immediately notify the NCC;
- g) Complete a daily Skateway activity report and check defibrillators in the chalets every day;
- h) Perform related tasks such as traffic direction and crowd control;
- i) Safely recover any accidental spills of biomedical waste and dispose of such waste in the appropriate manner. The Contractor shall provide a plan of action and the adequate tools and equipment to perform the task safely;
- j) Enquire about weather conditions and check the official NCC Rideau Canal Skateway ice conditions site;
- k) Obtain first aid, cardio-pulmonary respiration and Automated external defibrillator operator certificates (presence of a CPR-certified patrol as first responder is required during each work period).

(See Appendix B for information about the work environment and about occupational health and safety.)

2.1.3 Schedules and reports (see paragraph 3.8 for information on additional reporting responsibilities)

At the end of each month, submit a copy of the schedule from the previous month to the NCC representative, including work hour adjustments, work periods, and the names of supervisors and patrols assigned by period.

Keep daily attendance sheets at the Fifth Avenue trailer. All patrols and supervisors who report to work on a given day shall sign this sheet to confirm their attendance. Then, enter each daily attendance sheet into a binder to be kept at the Fifth Avenue trailer. The NCC may consult this record at any time. At the end of the season, the Contractor will submit the entire binder to the NCC for its records.

Ensure that patrols complete all accident reports and daily attendance sheets (see APPENDIX C). The Contractor shall keep the original copy of reports in a binder and submit the binder to the NCC at the end of each season.

Complete a report containing detailed information about any injuries treated by patrols during each skating season. The Contractor shall propose a presentation format for the report and submit it for approval by the NCC. Minimally, the report shall contain the following information:

- reference number
- client information (name, address, physical description, contact information, etc.)
- the nature of the injury (sprain, fracture, concussion, etc.)
- a detailed description of the first aid provided

- the exact location of the incident.

Complete and submit a weekly report as well as the entire report at the end of the season, no later than March 31 of each year of the contract. The report shall comply with the instructions provided in APPENDIX D.

2.1.4 Meetings

Ensure that a Staff member (i.e., the contact person) attends meetings convened by the NCC before, during and after each Skateway season. The Contractor's attendance at the following meetings is desirable:

- a) A meeting with the NCC, the Ottawa Police, Emergency Response Services and the Royal Canadian Mounted Police on communications, incident response, resource pooling, etc. (The Contractor is responsible for setting the date, organizing the meeting and distributing the minutes);
- b) Meetings convened by the NCC before, during and after each Skateway season:
 - an operational meeting, on the first Saturday of Winterlude if required (at 9:45, lasting about 30 minutes, in the Fifth Avenue First Aid Trailer);
 - a post-season meeting to discuss ways to improve services;
 - other meetings deemed necessary by the NCC.

SECTION 2 — SERVICE REQUIREMENTS

2.1.5 Equipment

Issue each patrol a complete first aid kit to be worn at all times. The Contractor is responsible for providing and restocking first aid kits. The Contractor shall submit a list of contents to the NCC.

Ensure that on-duty patrols wear the jacket provided by the NCC at all times (substitutes are not permitted), skates and an approved skating helmet (not provided by the NCC).

Maintain and check four (4) Automated External Defibrillators (property of the NCC) and ensure that supervisors and patrols use them in accordance with requirements.

Provide, maintain and check four (4) stretchers adapted for transporting patients on the Skateway (effective on ice and snow).

Provide each supervisor and each patrol with a portable radiocommunications device and operate the main communications station located in the Fifth Avenue First Aid Trailer.

Provide and install the furniture and materials in the trailer. The following is a partial list: tables, chairs, administrative equipment, one or more telephones, one or more computers. (The trailer shall be returned in its original condition, specifically, emptied of furniture and materials, cleaned and any damage repaired.)

Install and maintain an Internet connection at its expense in the Fifth Avenue First Aid Trailer and pay the monthly administration costs. (The Contractor shall inform the NCC of the telephone number no later than December 1 of each skating season. The number shall remain the same for the duration of the Contract.)

Remove snow and ice from First Aid Trailer access ramps.

Provide the material required to clean up accidental spills of biomedical waste, and the tools needed to properly dispose of such waste.

SECTION 2 — SERVICE REQUIREMENTS

2.2 NCC's Obligations

Conduct occasional on-site inspections to ascertain the Contractor's performance, the knowledge of employees, the effectiveness of training and the conduct and appearance of patrols.

Adapt the work schedule to operating requirements. (Schedule changes are made at the NCC's discretion. The Contractor will make changes upon receiving 12 hours' notice and at the rate specified in the original bid.)

NCC provides:

- One 40-foot trailer on Fifth Avenue for the first aid patrol (the NCC will pay the installation, removal, electricity and heating costs);
- Four (4) Automated External Defibrillators;
- Identifying jackets to be worn by patrols at all times during their work periods;
- Signage for the First Aid Trailer on Fifth Avenue;
- Trailer access ramps;
- Two (2) two-way radios tuned to the Skateway frequency, with a single charger, spare battery and microphone-speaker extension, provided to the Contractor (the Skating Patrol supervisor monitors the number of visits to the Fifth Avenue trailer during work periods.)

SECTION 3 – STANDARD CONDITIONS

3.0 Introduction

This section specifies the general requirements of the contract. These activities support delivery of the services described in Section 1 (Introduction) and Section 2 (Service Requirements) of this contract.

3.1 Work standards

The Contractor shall perform all of the work required to meet the obligations arising from this Contract while complying with all industry standards. Any work by the Contractor that does not meet the service standards of Section 2 will be considered non-compliant and shall constitute default within the meaning of paragraph 4.3 of this Contract.

3.2 Safety

The Contractor shall obey the following safety rules:

- a) Never enter the Rideau Canal Skateway when it is closed.
- b) Visit the official NCC website every morning for information on ice conditions.
- c) Request a pass to enter the Skateway parking area and Queen Elizabeth Driveway.
- d) Display the parking pass provided by the NCC on the dashboard of all vehicles at all times.
- e) Ensure that Staff and equipment are identified and clean at all times.
- f) Ensure that vehicles travelling on the Skateway have their flashers on.
- g) Equip vehicles with back-up alarms and ensure that they are activated when the vehicles are driven in reverse.
- h) Instruct employees on the proper use and handling of the equipment, tools and materials required to carry out the contract.
- i) With employees, attend a safety and orientation session offered by the NCC before starting work under the Contract. The following among other topics will be covered:
 - general information about the Skateway;
 - communication
 - two-way radio procedure
 - requirements related to quality standards
 - the procedure governing the safe operation of motor vehicles on the Skateway
 - other topics as necessary

SECTION 3 – STANDARD CONDITIONS

3.3 Employees

3.3.1 General information

All employees hired by the Contractor shall be skilled and qualified, experienced in dealing with the public and respectful of all safety requirements. They shall conduct themselves in a manner consistent with the reputation of the subject of the Contract and the NCC.

3.3.2 Bilingualism

The Contractor's Staff shall be bilingual and able to converse with the public in both official languages. Skating patrols must be bilingual in order to provide services and respond to incidents in both official languages. The Contractor shall ensure that it meets this requirement.

3.3.3 Experience

The Contractor shall ensure that its employees comply with the following requirement at all times for the duration of the Contract:

- All persons assigned to supervisory duties shall have at least two (2) years of experience in managing staff and administering first aid.

Supervisor's experience

- Supervisors shall have at least two years of experience in supervising employees and administering first aid. Please submit proof with the bid in a letter certifying that supervisors meet or exceed the minimum experience required

3.3.4 Orientation

The Contractor shall provide an orientation session at its expense in each year of the Contract to its Staff members to ensure that they properly understand the purpose of the Contract and their performance-related obligations under the Contract. The Contractor shall permit an NCC representative to observe the session. Specifically, the session shall cover the following topics:

- general information for visitors about the NCC
- employee safety

The Contractor shall, at its own expense, attend an annual meeting of parties.

3.3.5 Employee replacement

The Contractor shall remove and immediately replace any patrol or attendant who, in the opinion of the NCC representative, poses an unacceptable risk to safety, is unqualified, behaves in a manner contrary to NCC interests or fails to comply with the above requirements.

3.3.6 Recruitment

The Contractor is not authorized to recruit volunteers for this Contract.

3.4 Media relations

The Contractor shall not act as a spokesperson for the NCC with the media. All media requests for interviews or information on matters related to the NCC shall be submitted to the NCC. The Contractor shall not grant any interviews without first obtaining written permission from the NCC. The Contractor shall not permit media interviews and/or media activities unrelated to the NCC on Rideau Canal Skateway properties concerned by this Contract without first obtaining the NCC's consent.

3.5 Prohibition on sales

The Contractor is prohibited from selling products or services on the Rideau Canal Skateway except as authorized by the NCC.

3.6 Support

The Contractor shall appoint a supervisor who will remain on call 24 hours a day, 7 days a week from December 15 to March 15, in each year of the contract, and shall provide such supervisor with a cell phone. (N.B.: "On-call" does not mean that the supervisor must be present on-site 24 hours a day, 7 days a week.)

3.7 Alterations

The Contractor shall not change or alter its assigned space or trailer in any manner without the prior consent of the NCC. The NCC shall consider any damage to the trailer as misuse chargeable to the Contractor.

If any item provided by the NCC is lost, stolen or damaged while in the Contractor's possession, the Contractor shall replace or repair the item and inform the NCC accordingly. Such equipment shall be handed over to the NCC at the end of the skating season.

SECTION 3 – STANDARD CONDITIONS

3.8 Reports

The Contractor shall produce and deliver all of the above-mentioned reports (on the specified dates) as well as any additional report requested by the NCC. The NCC shall provide electronic templates for most reports. All reports shall be submitted to the NCC by email on or before the day of their respective deadline for submission. The Contractor will make corrections or produce a new report if the NCC considers the original document unacceptable.

The Contractor will be given a 10-day extension after the deadline to submit a revised or new report to the NCC's satisfaction.

3.8.1 Insurance certificate

For each year of the contract, submit proof of renewal of the insurance certificate.

3.8.2 WSIB certificate

The **WSIB** certificate is a document confirming that the Contractor is registered and in good standing with the WSIB. These certificates shall be submitted to the NCC annually prior to the start of the skating season.

3.8.3 Incident report

The Contractor must submit an incident report on situations that could affect the health and safety of Staff and users of the Rideau Canal Skateway (example: injuries, etc.). Incident reports must be sent to the NCC preferably by electronic mail (email) within 24 hours of the time the incident was reported.

SECTION 3 – STANDARD CONDITIONS

The Contractor shall use judgement in responding to incident reports. When incidents are deemed significant, the Contractor shall respond in the following order of priority: public safety, environmental impact, publicly visible areas and other sites. In case of doubt, the Contractor shall consult the NCC.

3.8.4 Unsatisfactory performance report

The Contractor shall comment on each unsatisfactory performance report issued by the NCC in connection with the work under the Contract not performed or performed in an unsatisfactory manner.

3.8.5 Security clearance (Reliability level – see attached annex)

3.8.6 Overtime

Provide copies of overtime records and a monthly summary of overtime hours performed under this agreement.

3.8.7 Accident reports

Complete an accident report for each incident/accident occurring on the Rideau Canal Skateway that required a response by patrols, or incidents/accidents reported by a third party that did not involve a direct response by patrols (see Appendix C).

SECTION 3 – STANDARD CONDITIONS

3.8.8 Other reports

In addition to the above-mentioned reports, the Contractor is **obliged** to report any problem situations it encounters to the NCC, such as the poor condition of the ice or of the operation of property, shortfalls, abnormalities, safety hazards, theft, environmental threats, vandalism, etc. it shall also notify the NCC when it makes repairs to property.

The Contractor shall use the standard incident report to notify the NCC of such incidents.

SECTION 4 — GENERAL CONDITIONS

4.0 Definitions

In this Contract, the following words and expressions, where they begin with a capital letter, mean the following:

Conservation Officer: An employee of the NCC with peace officer status, whose duties include maintaining order and public safety.

Winterlude: A winter festival held over three weekends (Friday, Saturday and Sunday) and on Family Day, usually beginning on the first Friday in February.

NCC: or the National Capital Commission, its successors and assigns.

Standard Conditions: This Contract. The expressions herein, hereto and hereby and other similar expressions refer to these Standard Conditions and, unless otherwise indicated, the sections, paragraphs and enumerations cited are provisions of these Standard Conditions.

Contract: The Contract entered between the Successful Bidder and the NCC, including any modifications required based on the situations, all of these Standard Conditions, whereby the Successful Bidder agrees to perform all of the services in accordance with the performance standards set out in Sections 1 to 3 of the Terms of Reference, and any other matter arising from a bid selected and accepted by the NCC, as applicable.

Automated External Defibrillator (AED): means a portable electronic device used to treat potentially fatal cases of cardiac arrhythmia.

Contractor Employees / Contractor Staff: Persons hired by the Contractor, whether capitalized or not, including dependent contractors and sub-contractors of the Contractor, as well as their employees and volunteer workers.

Object, Equipment: Means the Rideau Canal, properties, buildings, moveable and immovable assets, and all related duties and services to be provided under the Contract.

Skating Patrols: First aid service provided by Skating Patrols on the Rideau Canal Skateway.

RCS: means the Rideau Canal Skateway.

Person: Any individual, company or group of persons, trust, other corporate entity, other registered association, government or governmental agency.

First Aid Trailer: A trailer temporarily installed on the ice and used as a headquarters for first aid services.

Successful Bidder: The Contractor, as applicable, awarded the Contract by the NCC.

SECTION 4 — GENERAL CONDITIONS

Work: A group of goods, services, materials, equipment, software and things that the Contractor is required to do, provide or perform in respect of the Object, in accordance with the terms and conditions of this Contract, and in the manner specified in sections 1 to 6 of the Contract.

4.1 Contractor's Obligations

The Contractor agrees to perform the work in keeping with industry standards and in accordance with the general terms and conditions set out in this Contract and as required by all applicable laws for the Term of the Contract. The Contractor agrees to take or have taken all necessary measures to meet its obligations under this Contract, and to perform and comply with the terms and conditions herein at all times, fully and faithfully. The scope of the Contract is determined by the services required under each section. The Contractor will take steps to provide the services required in each section of the Contract even where specific duties are not expressly identified, but are nonetheless required to provide the requested services.

4.1.1 Schedule of payments

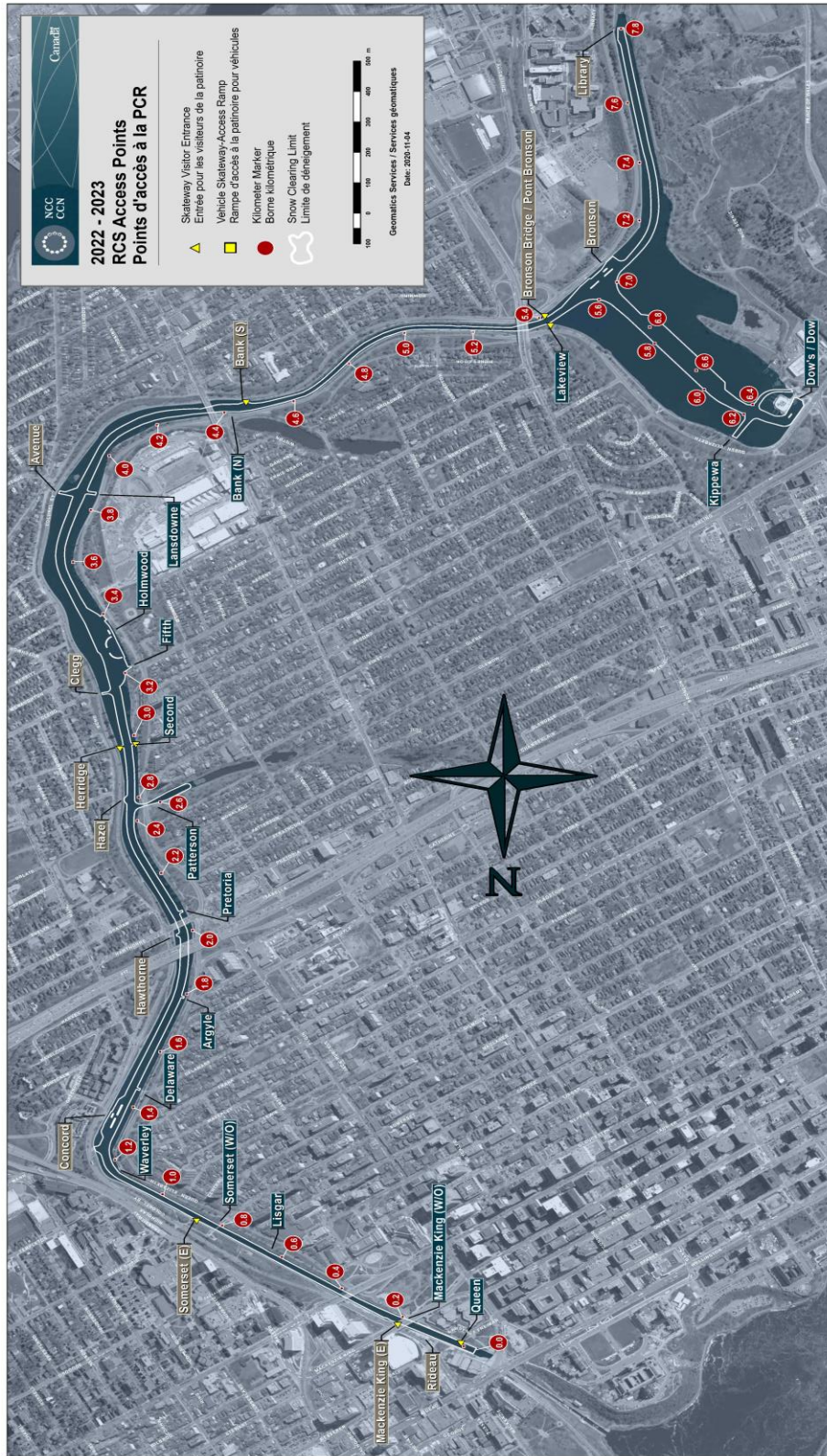
The Contractor shall submit a monthly invoice to the NCC for activities completed under the Contract. Prior to invoicing, the hours worked during the period in question shall be approved in advance by the NCC. The Contractor is entitled to receive payments within 30 days after the technical representative issues a certificate stating that the invoice is genuine and accurate, that the Contractor has performed the work in question during the period specified, and that the Contractor has complied with the terms of the Contract.

4.1.2 Sponsorship, communications and marketing

During the skating season, the NCC reserves the right to assign certain sponsors to Contract-related activities. The Contractor shall receive no remuneration for such sponsorships.

Moreover, the Contractor shall not seek out sponsorship, marketing or communication agreements in writing or by other means, in relation to the Object of this Contract without the NCC's prior written consent. Furthermore, no agreement or partial agreement will be signed before obtaining the NCC's written permission. All sponsorship, communications and marketing rights belong exclusively to the NCC. No signs owned by a sponsor or third-party business may be installed on Contractor property. The NCC reserves the right to affix sponsorship logos on the jackets, hats, hip pouches or other Skating Patrol identification items.

APPENDIX A – Skateway Map



APPENDIX B – SKATEWAY WORK ENVIRONMENT

The duties under this contract are to be performed on the Skateway. The Skateway is the environment where the Contractor's employees are required to work (for example, in isolated locations and under severe weather conditions). The Contractor shall ensure that its employees have the ability, experience, protective clothing, communications devices, tools and equipment needed to perform their assigned duties in accordance with best practices in the health and safety field. Moreover, the Contractor shall inform them of any known or foreseeable risks involved in the assigned duties, and implement the necessary control measures.

The Contractor shall, at all times, provide the necessary monitoring, methods and training needed to protect the health and safety of its Employees and the sub-contractors it assigns to the services delivered under this Contract. The Contractor shall provide its employees with acceptable occupational health and safety conditions.

The following is a list of the inherent or foreseeable risks involved in the duties of the supervisor and patrols:

- Work under difficult weather conditions with the risk of dehydration, hypothermia, frostbite, etc.
- Work during snow storms or other types of storms, with the risk of slipping, falling, etc.
- Work at night.
- Work with equipment and vehicles capable of causing cuts, scrapes, etc.
- The need to walk on an ice surface, which entails the risk of falls, dislocation, fracture, etc.
- The performance of physical work with the risk of back injury, cardio-vascular problems, etc.
- Work with the general public.

APPENDIX C — ACCIDENT REPORT

(This report format is intended for information only and shall include at least the information below. Any other report format is subject to prior approval by the NCC.)

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

Date: _____ Time/Hour: _____

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 / Premiers soins donnés par: _____

Site Supervisor / Supervisor de site: _____

APPENDIX D — INSTRUCTIONS FOR COMPLETING FINAL EVALUATION REPORT

In its end-of-season final evaluation report, the Contractor shall describe and evaluate the following items, and submit relevant recommendations:

1. General overview of the skating season

2. Summary of weekly reports

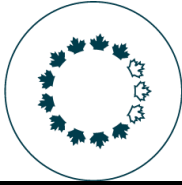
- number of injuries
- number of injuries requiring ambulance service
- number of serious incidents
- recommendations concerning major incidents
- colour chart to help illustrate findings
- site of incident

3. General patrol operations

- meeting
- supplies
- infrastructure (trailer, etc.)
- communications with NCC
- communications with outside parties
- other factors likely to affect safety on the Rideau Canal Skateway

APPENDIX E — FIXED FEES

N.B.: The amounts shown below are approximate and intended for bid evaluation purposes only. They are based on a season of 45 skating days.



INSTRUCTIONS TO TENDERERS

1. Address

The tender shall be sent by email : Bids-Soumissions@ncc-ccn.ca

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Changes must be clearly identified.

5. Security Requirements

- 1) The Bidder shall submit tender security with the tender in the form of a bid bond or a security deposit in an amount that is equal to and not less than **10% of the tender** amount including all applicable taxes. The tender amount is the sum of the five (5) fixed years including taxes.

A bid bond shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website:

<https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/edm2-2-4/edm2-2-4-approved-financial-institutions-acceptable-bonding-companies.html>

INSTRUCTIONS TO TENDERERS

- 2) Acceptable Security deposit:
- a. a bill of exchange that is payable to the NCC and certified by an approved financial institution or drawn by an approved financial institution on itself; or
 - b. a government guaranteed bond; or
 - c. an irrevocable standby letter of credit, or
 - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

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

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

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

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

The tenderer should retain a copy of the tender for his record.

8. Applications for Approval Certificates

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

BID BOND

	Bond Number _____
	Amount 10%

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 ninety (90) 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. upon notification of acceptance of tender, furnish a Performance Bond and a Payment of Labour and Material Bond for each at 50% of year one (1) Total (including taxes) of the Contract ("Initial term of the bond"). Each bond is renewable annually for years 2, 3, 4 and 5 of the Contract, and, for each of the option years (option years 1 and 2) if exercised ;
- (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.

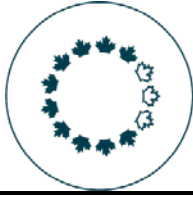
PROVIDED FURTHER that the Surety shall not be subject to any suit or action unless such suit or action is instituted and process therefore served upon the Surety at its Head Office in Canada, within twelve (12) months from the date of this bond.

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

2. Assignment and Subcontracting

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

3. Indemnification

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

4. Property of the National Capital Commission

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

5. Permits and By-Laws

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

GENERAL CONDITIONS

6. Canadian Labour and Materials

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

7. Publicity

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

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

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

9. Contractor's Superintendent and Workers

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

10. Co-operation with other Contractors

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

11. Claims Against and Obligations of the Contractor or Subcontractor

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

GENERAL CONDITIONS

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

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

12. NCC Technical Authority's Rights and Obligations

The NCC Technical Authority shall:

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

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

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

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

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

14. Changes in soil conditions, National Capital Commission delays

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

GENERAL CONDITIONS

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

15. Protesting NCC Technical Authority's Decision

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

16. Suspension or Termination of the Contract

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

GENERAL CONDITIONS

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

17. Security Deposit

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

18. No Additional Payment

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

19. Determination of Costs

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

20. Records to be Kept by Contractor

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

GENERAL CONDITIONS

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

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

21. Extension of Time

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

22. Cleaning of Work

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

23. NCC Technical Authority's Certificates

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

24. Payment

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

GENERAL CONDITIONS

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

GENERAL CONDITIONS

25. 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.

26. Liability Insurance

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

27. Workers Compensation

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



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

SECURITY REQUIREMENTS

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 1st 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.

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;

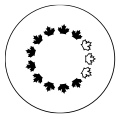
(c) resolution of deficiencies.

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.



- To be completed by the insurer / À être rempli par l'assureur

CONTRACT / MARCHÉ				
Description and location of work / Description et endroit des travaux			Contract no. / N° de contrat	
INSURER / ASSUREUR				
Name / Nom				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
BROKER / COURTIER				
Name / Nom				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
INSURED / ASSURÉ				
Name of contractor / Nom de l'entrepreneur				
Address / Adresse		No., Street / N°, rue		
		City / Ville	Province	Postal code / Code postal
ADDITIONAL INSURED / ASSURÉ ADDITIONNEL				
The National Capital Commission / La Commission de la capitale nationale				
<p>This insurer certifies that the following policies of insurance are at present in force covering all operations of the Insured, in connection with the contract made between the named insured and the National Capital Commission. L'assureur atteste que les polices d'assurances suivantes sont présentement en vigueur et couvrent toutes les activités de l'assuré en fonction du marché conclu entre l'Assuré dénommé la Commission de la capitale nationale</p>				
POLICY / POLICE				
Type Genre	Number Numéro	Inception Date Date d'effet	Expiry Date Date d'expiration	Limit of Liability Limites de garantie
Commercial General Liability Responsabilité civile des entreprises				
Professional Error and Omissions Liability Insurance / Assurance responsabilité erreurs et omissions professionnelles - per incident/claims / par événement ou demande de règlement - per project / par projet - aggregate for the term of the coverage / l'ensemble pour la durée de la couverture				
Umbrella / Excess Insurance Responsabilité complémentaire / excédentaire				
Other (list) / Autre (énumérer)				
<p>Each of these policies includes the coverages and provisions as specified in Insurance Terms and each policy has been endorsed to cover the National Capital Commission as an Additional Insured. The Insurer agrees to notify the National Capital Commission in writing thirty (30) days prior to any material change in, or cancellation of any policy or coverage.</p>		<p>Chacune des présentes polices renferment des garanties et dispositions spécifiées aux Conditions d'assurance, et chaque police a été amendée pour couvrir la Commission de la capitale nationale en tant qu'assuré additionnel. L'assureur convient de donner un préavis de trente (30) jours à la Commission de la capitale nationale en cas de changement visant la garantie d'assurance ou les conditions ou de l'annulation de n'importe quelle police ou garantie.</p>		
<p>_____ Name of Insurer's Office or Authorized Employee / Nom du cadre ou de la personne autorisée</p>			<p>_____ Telephone number / Numéro de téléphone</p>	
<p>_____ Signature</p>			<p>_____ Date</p>	



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 LPPF		<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 LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, 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) -	OR / OU	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : _____	Number / Numéro : _____			
Not registered / non inscrit <input type="checkbox"/>	Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>			
Contract for services only / Contrat de services seulement <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

<p>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).</p> <p>Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007</p>	<p>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).</p> <p>Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007</p>
--	---

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

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.

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

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.

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.