

REQUEST FOR STANDING OFFER AGREEMENT (RFSO)
REQUEST FOR PROPOSALS

Page 1 of/de 6

NCC FILE NO. **NR57**
 NO DE DOSSIER DE LA CCN:

ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:	BID CLOSING/CLÔTURE DE L'OFFRE: August 20, 2013 at 3:00 pm Ottawa time
TEL - TÉL: 613-239-5678 ext. 5080 E-mail – Courriel : nathalie.rheault@ncc-ccn.ca	INVITATION DATE/DATE DE L'APPEL D'OFFRES: July 5, 2013
RETURN ORIGINAL Submit proposal on this form and return it to: RENOYER L'ORIGINAL Veuillez soumissionner en vous servant de la présente formule et la retourner au:	Senior Contract Officer – Nathalie Rheault Procurement Services/Services de l'approvisionnement 202-40 Elgin Street/202-40, rue Elgin 3rd Floor/3ième étage Ottawa, Ontario K1P 1C7

Standing Offer Agreement – NCC Street Lighting and Parts

1. Submit five (5) copies of a proposal to fabricate and provide goods, on an as and when requested basis, for the National Capital Commission ("NCC"), as described in the attached Terms of Reference.
2. Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault, telephone number - 613-239-5080, facsimile number - 613-239-5007 or e-mail address – nathalie.rheault@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than ten (10) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
3. The proposal must include all relevant information as defined in the Terms of Reference and as more particularly described in sections 1.11 & 1.13.
4. The “Section 2.0 – Unit price table” must be submitted in an envelope separately from the proposal documents as outlined in the Terms of Reference. All applicable taxes will be extra to your prices quoted.
5. SOA award for this service will be based on the evaluation criteria set out for this request for proposal (see section 1.13). The technical evaluation is based on a total of 85 points. The minimum required is 68 points. Only the price envelopes of those firms that qualify (68 points or over) shall be opened.
6. Proponent with the lowest total price for Section 2.1 & 2.2 will be in a position to enter into a Standing Offer Agreement with the NCC.
7. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

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

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

18. All pricing must be in Canadian Funds.

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19. Payment will be NET 30 days.
20. The attached Employment Equity document forms part of this request for Proposal and must be completed and returned either with your bid or within 24 hours of request. Failure to do so will render the bid non-responsive.
21. It is the intention of the NCC to award one (1) Standing Offer Agreement as a result of this Request for Proposal.

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

Contractor's Address - Adresse de l'entrepreneur

Print Name - Nom en caractère d'imprimerie

Date

Tel-Tél:

Fax-Télécopieur:

Signature

Standing Offer Agreement Additional Clauses

NCC Street Lighting & Parts

1.0 Introduction

The National Capital Commission (NCC) wishes to retain the services of qualified firms to provide **NCC Street Lighting and Parts** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

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

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

2.0 General Instructions

2.0.1 SOA duration

The duration of the SOA is for a period of five (5) years, from the date of award. The hourly rates proponents quote in *Appendix A* the "Rates Schedule and Unit prices" form will be applicable for the first three years of the contract. The following years the contractor's rates will be increased on a yearly basis by the rate of inflation for consumer price index for the City (Ottawa-Gatineau) see section 2.0 'Unit price table note' of the terms of reference.

The NCC reserves the right to **terminate** the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-consultants / specialists.

2.0.2 Replenishment of SOA List

If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm.

- The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established under Section 1.13 of this Terms of Reference.

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

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$100,000.00 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified under this RFP for any work that may be required, when the initial estimate of the work exceeds \$100,000.00 CDN all inclusive.

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The estimated expenditure for the resulting Standing Offer Agreement will be \$850,000.00 on CDN. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

2.0.4 Purchase Orders (Call-ups)

The NCC reserves the right to on occasion:

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

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

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

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

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

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

2.0.5 Billing the NCC

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

Itemized invoices are to be submitted to NCC Accounts Payable at intervals of not less than 30 days, according to a schedule approved by the NCC Project Manager managing the call-up (e.g. monthly billing, billings at completion of each phase of the project, or other). Total fees (including expenses) will remain within the maximum authorized by each purchase order.

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Any extras or charges above the original written quotation (offer of services) must be discussed with the NCC Project Manager and **authorised by the NCC in advance of the execution of the work**. The NCC cannot guarantee there will be compensation for extra work undertaken without prior written authorisation.

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

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

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

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

REQUEST FOR PROPOSAL

**NCC STREET LIGHTING
& PARTS**

Ottawa, April 2013

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AS BUILT CONFEDERATION BOULEVARD LIGHTS - DRAWINGS

REQUEST FOR PROPOSAL – CONFEDERATION BOULEVARD LIGHTING - PARTS

NCC FILE NO. DC4805-15

CLOSING DATE:

All Proposals will enjoy complete physical security from the time of receipt to time of opening.

Proponents are invited to view the lights installed on Confederation Boulevard and Parkways in Ottawa and Gatineau, Canada.

1 REQUIREMENT DEFINITION

1.1 Project description

To engage the services of a proponent experienced in manufacturing custom decorative streetlights and various aluminum castings, as a Standing Offer Agreement. This project includes the fabrication, finishing and delivery of parts for street and pedestrian lights for which design and tooling are complete. As well there is a potential requirement for the design, engineering and tooling of some new light types and/or parts. These will be used exclusively on the Confederation Boulevard in Ottawa - Gatineau, Canada.

1.2 Background

The National Capital Commission (NCC) is committed to the development and enhancement of the Central Capital Area of Ottawa - Gatineau to support activities and events that reinforce the image and perception of the Canada's Capital Region. As part of this mission a network of local streets known as Confederation Boulevard, was developed in the 1980's linking major attractions within the core area. To identify Confederation Boulevard as a distinct route, a unique streetscape design has been developed. Included in this design are physical elements and street furnishings of which the street light component is visually the most prominent.

This family of lights consists of 16 separate types of lighting units and five bollard units. These lights are in two basic categories; pedestrian lights (PL, PL/2, CR1, CR2, CR3, CP3, CR4, CP4, CR5, CR6, CR8/2 and AP pedestrian) and streetlights (TL, SL, SPL and AP parkways).

To date a major part of the route has been completed. The initial section, called Phase I, was built between 1986 and 1989 and subsequent Phases have been completed since 2006. The remaining portion is to be completed by 2014.

The NCC retains sole ownership of the tooling as listed in Section 5.0. This tooling will be made available to the manufacturer for the purpose of providing the material requirement of this Standing Offer Agreement. Tooling to be picked up at Paber Foundry at St. Ignace, Quebec, east of Quebec City, by the successful proponent at the proponent's cost. Tooling to be delivered to the NCC depot at 1740 Woodroffe Avenue, Ottawa, at the end of the SOA.

1.3 Purpose

This Request for Proposal (RFP) invites prospective proponents to submit proposals for the work specified in this document. It is the intention of the NCC to evaluate these proposals for the purpose of selecting one that is deemed capable of meeting all the criteria consistent with the quality, reliability, product pricing and servicing of the Standing Offer Agreement.

This project will require the supply of light assemblies and/or castings/parts in the quantities listed in Section 2 and in accordance with the specified scheduled deliveries.

1.4 Scope of work

The tasks and responsibilities outlined in this RFP are to be considered as a set of minimum requirements. Information provided herein includes drawings of the lights assemblies and parts required.

This project requires a teamwork approach between the proponent and the NCC from onset to completion. The proponent will be expected to conduct a thorough review of existing specifications and information, carry out additional research, design, test, manufacture and deliver the required quantity of product. On site installation is not part of this Standing Offer Agreement.

It is the intent of the NCC that the proponent, with the approval of the NCC and its agents, finalize all or any design and specification changes.

It is imperative that all products, including internal mechanisms, be completely compatible with the existing castings and light assemblies thus ensuring complete interchangeability of parts. This is required so that new product can be used as replacements on existing product and so that new parts can be used for rehabilitation and lifecycle management.

The NCC intends to establish a Standing Offer Agreement (SOA) for the purchase of product over a five year period.

1.5 Definitions

For the purpose of this RFP the following terms within this document will be defined as:

- 1.5.1 **NCC;** refers to the National Capital Commission and its designated representatives.
- 1.5.2 **Proposal;** refers to the documents submitted by a Proponent in response to this Request for Proposal.
- 1.5.3 **Proponent;** refers to a manufacturer who puts forth or submits a Proposal.
- 1.5.4 **Request for Proposal;** refers to this entire package of information which specifies the terms of the proposal submission, pending Standing Offer Agreement terms and the specifications of the product to be manufactured.
- 1.5.5 **Installer;** refers to the contractor or firm responsible for installing feed wiring and conduit, the footings and the lights.
- 1.5.6 **Casting/Part;** refers to finished pieces and/or assemblies which will be assembled to create a specific light type assembly.

- 1.5.7 **Light;** refers to the entire assembly to be installed on the footing consisting of the shroud, pole, fixture and electrical and other hardware.
- 1.5.8 **Fixture;** refers to the assembly which is to be mounted on the decorative pole or aluminum arm, consisting of a globe fitter, lamp holder and spring loaded globe mounting system etc.
- 1.5.9 **Manufacturer;** refers to the successful proponent who is awarded the Standing Offer Agreement and who is responsible for all its agents, representatives, sub-contractors, carriers and all others involved in providing the specified product.
- 1.5.10 **Pole;** refers to the structural part (fluted pole) of the light assembly that supports all parts and is mounted on a footing in the case of the 27 foot steel pole or a shorter 8 foot cast aluminum pole that is mounted on a base.
- 1.5.11 **Tooling;** refers to wooden patterns or match plates used specifically for the production of molds for castings to be used in the manufacture of the light types described herein.
- 1.5.12 **Standing Offer Agreement;** is an offer from a potential supplier to supply as and when requested basis goods, services or both, on the pricing basis and under the terms and conditions stated in the standing offer agreement.
- 1.5.13 **Call-up;** a separate contract is entered into each time a call-up is made against a standing offer.

1.6 Reservations

- 1.6.1 The NCC will award a Standing Offer Agreement to the proponent who, in its discretion, bests meets the combined commercial, technical and financial criteria of this RFP. The NCC also reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFP, and/or to reissue the RFP in its original or revised form. Further, the NCC shall have the right to negotiate with the successful proponent with respect to any part or parts of their proposal or with respect to the technical specifications of this RFP in order to achieve a formal Standing Offer Agreement acceptable to both the NCC and the proponent.
- 1.6.2 Even if you are identified as the successful proponent, nothing, including but not limited to this RFP, or your response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or services from you.
- 1.6.3 All proposals must be irrevocable and remain unchanged in all aspects, including price, for a period of 60 days.
- 1.6.4 The NCC retains copyright and ownership of all designs, ideas, concepts, documents, drawings, models and tools generated as a result of this project, see Section 1.9.
- 1.6.5 The NCC reserves the right to request clarification from the Proponent for a mandatory requirement submitted in response to the RFP that in the sole opinion of

the NCC, is marginally responsive or vague.

1.7 Queries

- 1.7.1 It is the responsibility of the proponent to obtain clarification from the Contracting Authority identified herein of any details relating to the RFP process, the RFP package contents, this RFP, or any part thereof, prior to the submission of a proposal.
- 1.7.2 All inquiries and any other communication with the NCC during the period commencing with the date of issuance of this RFP and ending with the awarding of the Standing Offer Agreement, must be directed exclusively and without exception and in writing to the Contracting Authority identified herein in Section 1.7.6.
- 1.7.3 You must refer to the items within this RFP by section in any request for clarification, information etc. or in any communication with the Contracting Authority pertaining to this RFP.
- 1.7.4 While the Contracting Authority will endeavor to obtain and provide responses to all inquiries raised at any time during the proposal solicitation period, inquiries must be received in writing no later than five (5) working days at 15:00 hours Ottawa time prior to the closing date of this RFP to be guaranteed a response.
- 1.7.5 Responses to inquiries received in time will be provided in writing by the NCC and circulated with the inquiry to all the firms receiving copies of this RFP.

1.7.6 Contracting Authority

National Capital Commission
Finance and Information Technology Services
40 Elgin Street, 3rd floor
Ottawa, Ontario, Canada
K1P 1C7
Attn. Nathalie Rheault
Senior Contract Officer
Tel. 613-239-5080
E-mail: nathalie.rheault@ncc-ccn.ca

1.7.7 Proponents site visit

Prior to submitting their proposal all proponents are invited to view the previously manufactured lights installed on Confederation Boulevard, Ottawa, Ontario and Gatineau, Quebec. The NCC will not reimburse any proponent for expenses to visit the site.

1.8 Additional RFP and resulting Standing Offer Agreement Terms and Conditions

1.8.1 Survey of Facilities

As part of the evaluation process the proponent agrees that representatives of the NCC may conduct a survey of the proponents or proponent's subcontractor's

manufacturing and development facilities in order to verify responses to the requirements listed in Section 1.13.

1.8.2 **Compliance**

All services required pursuant to this RFP shall be performed in accordance with all federal, provincial and municipal laws, regulations and by-laws. The proponent shall be responsible for any charges imposed by such laws, regulations and by-laws.

1.8.3 **Suitability of Service**

1.8.3.1 All services rendered are subject to evaluation within a reasonable time from commencement on the basis of quality and adherence to the NCC's schedule and standards. The proponent's personnel must be capable of performing assignments at a level of competence deemed acceptable by the NCC.

1.8.3.2 The proponent undertakes to supply competent back up so that in the event of any cause which renders specific individuals unavailable for completion of the Standing Offer Agreement, such occurrence does not extend the completion date specified in the Call-up (Purchase Order) unless an extension has been authorized in writing by the NCC.

1.8.4 **Applicable Laws**

This RFP and any Standing Offer Agreement resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.

1.8.5 **Meetings**

The selected Proponent must be prepared to attend meetings at the NCC headquarters at any time on reasonable notice during the course of the proposed Standing Offer Agreement and as outlined in Section 3.2. All disbursements as a result of the Proponent attending these meetings will be the responsibility of the Proponent.

1.8.6 **Delivery**

All prices for products listed herein must include delivery costs, F.O.B. destination. All cost must be in Canadian funds.

1.8.7 **Damages on Default**

1.8.7.1 The successful proponent shall, in the event of its default under the terms of this Standing Offer Agreement, be liable to the NCC for all damages, losses, expenses and costs incurred by the NCC as a result of such default, including all damages, losses, expenses and costs arising due to the NCC's contracts or arrangements with third parties.

1.8.7.2 The NCC shall have the right to holdback, drawback, deduct and set off against the amounts of any monies owing at any time by NCC to the Proponent, any damages owing and unpaid under this paragraph.

1.8.7.3 Nothing in this paragraph is to be interpreted as limiting the rights and remedies which the NCC and the Chairman may otherwise be entitled to under this Standing Offer Agreement.

1.8.8 **Cost of submitting a proposal**

The NCC shall not be obligated to reimburse or compensate any proposal, its sub-contractors or Proponents in any way for any costs incurred in connection with the preparation of a response to this RFP. All copies of proposals submitted in response to this RFP shall become the property of the NCC and will not be returned.

1.8.9 **Acknowledgment of RFP Terms and Conditions**

1.8.9.1 By responding to this RFP (submitting a proposal) you are indicating that; you have read and understood the terms of the RFP; and that you agree to adhere to all and any of the stipulations or requirements listed in Sections 1, 2, 3, 4, 5 and 6 of this RFP.

1.8.9.2 Any information previously submitted to the NCC may not be incorporated in the RFP by reference but must be resubmitted with your response to this RFP.

1.8.10 **Appointment of a representative by the Proponent**

The successful proponent must provide an experienced representative to be available locally (Ottawa-Gatineau, Canada) to act as a liaison between the Manufacturer and the NCC and to address issues such as but not limited to deficiency checks and repairs where required.

1.9 **Ownership and Copyright**

The NCC retains ownership of the wooden toolings and/or match plates listed in Section 5.0. The NCC retains the design rights for the parts and/or assemblies requested herein except the quarter turn, spring loaded globe mounting system. The quarter turn, spring loaded globe mounting system utilized in these light assemblies (required for items 7,8,9,10 and 11 in Section 2.1) was developed by Lumec Inc. 640 Curé-Boivin, Boisbriand, Québec, J7G 2A7, tel.:450-430-7386.

It shall be a term of any proposal or resulting Standing Offer Agreement that the copyright of all plans, designs and drawings, any industrial designs, and all production tooling supplied by the NCC remain under the sole authority and ownership of the NCC. The Proponent will be granted permission to use all plans, designs and drawings, any industrial designs, and all production tooling only for the manufacture of the products listed herein, for the duration of the Standing Offer Agreement. The Proponent will covenant to refrain from producing or selling such products to any party other than the NCC without the express prior consent of the NCC in writing.

1.10 **Structure of the Request for Proposal response**

1.10.1 Proponents are required to respond separately and distinctly to each item and/or article within Section 1.11 and Section 1.13. You must provide a complete response

or the documentation requested for each item, referencing the proper section, part, paragraph, item and article numbers etc. in the response.

- 1.10.2 Proponents will provide four (4) copies of their Proposals.
- 1.10.3 All supplementary information including photographs, manuals and graphics shall be clearly labeled and cross-referenced to the corresponding response to which they supplement.
- 1.10.4 All proposals are to be bound and submitted with a table of contents and all corresponding pages in the proposal are to be numbered accordingly.

1.11 Requirements of the Proponents

- 1.11.1 Proponents will be awarded 2 points for every consecutive year in business up to a maximum of 10 points, representing 5 consecutive years in business. It is the proponent's responsibility to demonstrate to the satisfaction of the NCC that this evaluation criterion has been met.

1.12 Requirements of the Request for Proposal (Must be provided with the proposal prior to closing date and time)

- 1.12.1 Provide with the Proposal the completed applicable pricing schedule, as per Section 2, (includes all costs except applicable taxes) for each and every item listed. Applicable taxes are to be added resulting in a total contract amount.

1.13 Rated requirements of the RFP

(Please read CAREFULLY).

Please note that the requested information is very specific and must be provided. Unfortunately a high percentage of proponents neglect to submit requested information and as such have to be disqualified due to a technicality.

The responses required by the NCC in order to evaluate this RFP are stated in Section 1.11 and Section 1.13.1. Proponents can provide their company policy and procedure manuals as support for a particular response provided that the pertinent section(s) in the support documentation is clearly specified.

- 1.13.1 **Commercial and Technical Requirements:** this identifies the commercial and technical elements to be addressed in the proposal.

This project involves design, engineering, development and manufacturing of parts for a family of custom decorative pedestrian Lights and street Lights. The demonstration of these manufacturing capabilities by proponents are crucial to the successful completion of this project.

- 1.13.1.1 Proponents are to provide a detailed description of their organization and their accumulated experience in the manufacture of custom decorative outdoor street and pedestrian lighting. Brochures may make up a portion of this description, however,

you must reply in writing as well.

- .1 Provide references for key personnel responsible for design development, engineering and fabrication of the required product.

1.13.1.2 Proponents are to give an account of one project of similar size, scope and quality including variety of castings and flexibility completed by the Proponent over the past three (3) years. This project is to have been with Municipal, Regional, Provincial/State or Federal government organizations.

- .1 Provide a detailed technical description of the custom decorative outdoor lights manufactured, with sample drawings, illustrations and photographs of the finished products provided;
- .2 Provide the name, address and the telephone number of a reference;
- .3 Provide the value of the contract;
- .4 Provide the name and the telephone number of your client's technical authority with whom you cooperated on this project, and;
- .5 Provide a description of the location where these decorative street Lighting may be observed in full operation by NCC representatives;
- .6 Provide a description of the warranty work applicable to this job.

1.13.1.3 Proponents are to provide a complete description of their research, development and manufacturing capabilities. Outline and provide an example of how your organization works with clients to develop the products that meet their needs and within their schedule.

- .1 Provide a project schedule outlining your proposed work for this RFP from award of a call-up to final delivery, as per sample of a call-up, see Section 7.
- .2 Describe your capabilities for prototype production, testing (structural performance, weather resistance or finish performance, etc.) and to manufacture the various types of parts and assemblies for the required quantity of Lights.
- .3 Describe in detail your procedures for priming and finish painting (in the factory and on site touch-ups) and gold plating of parts and assemblies. Describe in detail the durability factors that make your coating systems suitable for environments typical to that for which roadside lights will be exposed.
- .4 List and provide references for your key sub-contractors/manufacturers if applicable. Provide a brief description of their organization and provide examples of their work. Specifically provide details of the aluminum casting and rough finishing processes. List the names and addresses of the foundries that will be used.
- .5 Describe your reporting systems in place for planning and monitoring all the phases of this Standing Offer Agreement and the qualifications of the personnel who would provide the reports.

- .6 Provide the name of the paint supplier firms that you will use and who will be responsible for ensuring proper application of finishes.
- 1.13.1.4 Describe the environmental protection programs maintained by your organization in its manufacturing, installation and delivery processes.
- .1 Provide details pertaining to the environmental and safety concerns of chemicals, adhesives, binders, paint finishes, coatings process and the hazardous waste disposal systems you have in place;
 - .2 Provide an explanation of how your manufacturing facilities are in compliance with prevailing environmental legislation, regulations and codes of practice;
 - .3 Provide a description of your packaging and distribution methods and any programs in place to minimize waste while maintaining safe delivery of products;
 - .4 Provide the name and address of hazardous waste disposal companies used by your organization.
- 1.13.1.5 Proponents are to describe the quality assurance procedures in place for monitoring design/engineering, prototype development, tool making, manufacturing and delivery. Manuals may make up a portion of this description, however, you must reply in writing as well.
- .1 State whether or not your firm and which sub-contractors are certified with ISO.
- 1.13.1.6 Proponents are to describe IN DETAIL their customer service procedures for dealing with warranty issues.
- .1 Describe in detail the warranty coverage you provide for your product and the services you would provide under the warranty package including any conditions for all products requested in this RFP. Include details for both structural warranties and finish warranties.
 - .2 List and provide references of the personnel who would be responsible for liaison with the client on a warranty claim.
 - .3 Describe a typical case scenario, for a significant warranty claim made by one of your clients in the past three years. Provide a typical project schedule which outlines the process of the warranty work from initiation of the warranty claim until the warranty work is finished.
 - .4 List and provide references of one client for whom you have supplied warranty service on finish deficiencies.
- 1.13.2 **Financial Requirements:** this identifies the financial elements that must be addressed in your proposal. Section 2.0 provides a list of products. All product units pricing identified in Section 2.0 must be provided.

1.14 Evaluation Procedures of the Proposal

Proposals will be evaluated and rated on their responses to the Commercial and Technical Requirements (Section 1.11 and Section 1.13). Proponents must obtain a minimum of 68 out of a possible 85 points in the Commercial and Technical Requirements in order to have their Pricing Schedule opened. Proponent with the lowest total price for Section 2.0 will be in a position to enter into a Standing Offer Agreement with the NCC. Sections 2.1 and 2.2 will be used as a basis for purchases of future product from the Proponent

Proponents whose proposals do not achieve the minimum will not have their prices opened.

2.0 UNIT PRICE TABLE

Total pricing for these products must be submitted.

2.1 Bid Table – (items to be ordered over the SOA period)

No.	DESCRIPTION	UM	unit price
1	SL parts kit (less 550 mm fixture assembly and saddle covers)	ea.	_____.
2	SPL 4 arm assembly parts kit (less 350 mm fixture assemblies)	ea.	_____.
3	TL parts kit (less 350 mm and 450 mm fixture assemblies)	ea.	_____.
4	SPL wire harness	ea.	_____.
5	Green rings for SL/SPL/TL shroud	ea.	_____.
6	CP3 light assembly	ea.	_____.
7	CP4 light assembly	ea.	_____.
8	CP8 light assembly	ea.	_____.
9	CR3 light assembly	ea.	_____.
10	AP (Aggregate Pole)light assembly Pedestrian	ea.	_____.
11	AP (Aggregate Pole)light assembly Parkway	ea.	_____.
12	450 mm PEO globe assembly	ea.	_____.
13	Fastener kit	ea.	_____.
SUBTOTAL 2.1			_____.

2.2 Spares and parts – (to be ordered, as and if required, over the SOA period)

No.	DESCRIPTION	UM	unit price
1	SPL 4 arm assembly	ea.	_____.
2	TL 6 arm assembly	ea.	_____.
3	550 mm globe assembly	ea.	_____.
4	350 mm globe assembly	ea.	_____.
5	spire assembly	ea.	_____.
6	maple leaf (gold plated)	ea.	_____.
7	banner tie-down assembly	pair	_____.
8	450 mm globe assembly (black)	ea.	_____.

9	350 mm top tenon	ea.	_____.
10	green rings SL/SPL/TL base	ea.	_____.
11	green rings SL/SPL/TL pedestrian light level	ea.	_____.
12	green rings SL/SPL roadway light level	ea.	_____.
13	banner bracket	ea.	_____.
14	hanging basket brackets	pair	_____.
15	PL Shroud	ea.	_____.
16	SPL Shroud	ea.	_____.

SUBTOTAL 2.2 _____.

Prices TOTAL 2.1+2.2 _____.

Note:

1. All Lights part kits to include globe assemblies.
2. Items 7, 8, 9, 10 less 450 mm fixture assembly.
- 3 The Proponents with the lowest bid (in total for Section 2.1) and who obtained a minimum of 68 out of 85 points on the Technical Requirements will be in a position to enter into a Standing Offer Agreement with the NCC.
- 4 Prices must be quoted in Canadian dollars.
- 5 Payment of each call-up will be made on the actual number of items purchased.
- 6 Each call-up may contain a combination of items in various quantities. Prices to include one template for each light type.
- 7 Total pricing for these products must be submitted.
- 8 You must bid on all items listed in Section 2.1 in order for your proposal to be valid.
- 9 Prices are to remain firm for a three year period following the award of a Standing Offer Agreement. After the initial three year period the NCC and the proponent will negotiate price increases based on the Consumer Price Index.

3.0 IMPLEMENTATION AND EXECUTION OF STANDING OFFER AGREEMENT

3.1 Method

Following is an outline of the implementation process by phase that the Manufacturer and the NCC are expected to follow during the course of the Standing Offer Agreement from the signing of the Standing Offer Agreement or order through to the delivery of the finished product and subsequent purchases of other light types. Some phases may be redundant if existing tooling is being utilized.

- Phase 1: Preliminary design and research
- Phase 2: Prototype production and testing
- Phase 3: Final design
- Phase 4: Manufacturing drawings and details
- Phase 5: Tooling
- Phase 6: Pre-production fabrication and test assembly
- Phase 7: Fabrication, quality control and delivery

3.2 Manufacturer's deliverables/instructions by phase

The Manufacturer will follow the phases outlined below in the delivery of the product required herein. The Manufacturer will also provide the listed requirements in each phase as it fulfills the conditions of this Standing Offer Agreement. Following the award of the Standing Offer Agreement the Manufacturer and the NCC will have an initial start-up meeting at the Manufacturer's location to discuss responsibilities, project schedule, procedures and processes.

3.2.1 Phase 1: Preliminary design and research.

3.2.1.1 Provision of a Project Schedule.

3.2.1.2 The Manufacturer must assemble a team of specialists with experience and capabilities commensurate with the scope and complexity of the work outlined in this RFP.

3.2.1.3 The Manufacturer must review engineering and manufacturing specifications for opportunities for quality, performance and cost improvements through a review of the drawings, specifications and requirements.

3.2.1.4 Provision of samples of proposed materials, fasteners, finishes and special manufacturing details, along with Manufacturer's specifications for materials, finishes and fasteners are to be supplied to the NCC for approval.

3.2.1.5 Presentation to the NCC at 40 Eglin Street Ottawa, Ontario, of the results of the preliminary design exercise.

3.2.2 Phase 2: Prototype, production and testing.

3.2.2.1 Production of full scale functional prototypes for any and every part for which tooling does not exist or test assemblies of each existing part or assembly being manufactured. The prototype need not reflect exact production methods or materials but must be functional.

Note: Parts for which moulds are available need not be redesigned or prototyped.

- .1 All prototypes of new details and test assemblies will be produced full scale and test fitted onto the existing fixture supplied by the NCC.
 - .2 All prototypes will be finish painted according to Section 4.6.29.
- 3.2.2.2 The test assembly for verifying the fit of parts is to be conducted by the Manufacturer with final approval by the NCC.
- 3.2.2.3 Finished prototypes of new parts or assemblies are to be shipped to the NCC at 1740 Woodroffe Avenue, Ottawa, Ontario. Must contact Stephen Clermont, tel. (613) 795-3301 48 hours prior to delivery.
- 3.2.3 Phase 3: Final design - where required.
- 3.2.3.1 Provision of a final design - the fine tuning of the preliminary design based on the results of the testing, comments and direction from the NCC.
 - 3.2.3.2 Provision of one set of drawings and documents of all material produced for the final design for comment and approval by the NCC, as per Section 4.5.
 - 3.2.3.3 Presentation of the results of the final design to the NCC at 40 Eglin Street Ottawa, Ontario.
- 3.2.4 Phase 4: Manufacturing drawings and details - where required.
- 3.2.4.1 Production of three sets of final working drawings and specifications for final approval by the NCC.
 - 3.2.4.2 NCC approval of final drawings and specifications including finish paint and paint touch up specs will be provided in writing before tooling begins.
- 3.2.5 Phase 5: Tooling - where required.
- 3.2.5.1 Provision of all custom tooling for the production of any **new** parts required. NCC to approve all production tooling at the Manufacturer's location.
 - 3.2.5.2 Upon completion of all custom tooling and before deliveries are accepted, the NCC will approve and take title to the tools, see Section 1.9. The Manufacturer will arrange for the NCC to stamp each tool item with an NCC asset number at the Manufacturer's location.
- 3.2.6 Phase 6: Pre-production test assembly - REQUIRED.
- 3.2.6.1 Provision of one pre-production complete test assembly of the SPL light type and a PL light type. This test assembly will be reviewed (in the horizontal position) jointly by the Proponent and the NCC at 1740 Woodroffe Ave, Ottawa, Ontario. NCC will provide a steel pole for the SPL assembly. Pre-production test assembly to be finish painted according to approved specifications.

3.2.6.2 NCC approval of the pre-production assembly will be provided in writing before final production begins.

3.2.7 Phase 7: Fabrication, quality control and delivery.

3.2.7.1 Provision of completed product.

3.2.7.2 Provision of all quality control functions will be the responsibility of the Manufacturer including special monitoring of paint application according to Section 3.3.2. Provide application monitoring reports for all paint applications according to Section 4.6.29.7.

Note: NCC approval is required at the completion of each phase before proceeding to the next.

3.3. Records

3.3.1 The Manufacturer will be required to maintain a detailed record of all project costs to enable the NCC to ascertain, if it so chooses, the value of work against the contract price.

3.3.2 The Manufacturer will be required to maintain a detailed record of the painting process they use.

3.4 Items and Services to be provided by the NCC

3.4.1 Timely review, comment or approval at all stages. Approval will be granted in writing for compliance with each phase as it meets the requirements set forth in this Standing Offer Agreement.

3.4.2 One of each part or assembly type as a viewing sample for comparison and test fitting of parts; to be returned following completion of the Standing Offer Agreement. The Manufacturer will be responsible for the transportation costs of these items.

4.0 TECHNICAL SPECIFICATIONS

The information provided in this section describes the minimum requirements that the product must meet. Included is supplemental information to be used as reference material.

4.1 Related documents and information supplied by the NCC

- List of all patterns and match plates; see Section 5.0, for the casting of all cast parts listed herein except as identified in Section 1.9.
- The original “as built” manufacturing drawings of the SL, SPL, TL CP/CR Confederation Boulevard Lights, bollards and tree grates that were designed and manufactured in 1995.

4.2 Scope of work

Included in the work of this section are materials and appurtenances as specified herein, as required by job conditions, and as indicated on drawings and including but not limited to Section 4.6.

4.3 Statement of Application

The Manufacturer, by commencing the work of this section, assumes overall responsibility, as a part of the warranty of the work, to assure that assemblies, components and parts shown or required, comply with these specifications.

4.4 General Requirements

Refer to drawings for dimensions and details.

- 4.4.1 Check and verify dimensions and details on drawings before proceeding with the work. Report any discrepancy between drawings and specifications at once to the contracting authority identified in Section 1.7.7.
- 4.4.2 Conform to the results of this report in the work. If any questions arise about the true meaning of the drawings or specifications, refer the matter to the NCC whose decision is final and conclusive. In no case proceed on any work with uncertainty.
- 4.4.3 The intention of this specification and the accompanying or applicable drawings is to provide instructions for manufacturing, designing, engineering and testing the various aluminum castings for decorative street Lighting as specified. The Proponent is responsible for this result.
- 4.4.4. CSA requirements must be met or exceeded on this Standing Offer Agreement.

4.5 Drawings and Specifications

- 4.5.1 Submit technical drawings in accordance with *CAN3-B78.1-M83 and CAN/CSA-B78.2-86*.

- 4.5.2 Reproduction of contract drawings for use as production drawings is not permitted.
- 4.5.3 Prepare drawings and specifications for any new parts required for new products that will be manufactured and/or assembled.
- 4.5.4 Produce final working drawings and specifications in both English and French languages and based on the metric system of measure for final approval by the NCC.
- 4.5.5 Prepare all drawings with AutoCAD most current PC version.
- 4.5.6 All final drawings are to be printed on A3 format (11" x 17") standard NCC drawing paper and also a digital copy to be provided.
- 4.5.7 All final drawings must bear signature and seal of professional Engineer registered or licensed in the Province of Ontario and Quebec for all parts, assemblies, components and electrical connections.
- 4.5.8 Indicate on drawings, member sizes, materials, finishes, colours, metal gauges, overall and detail dimensions, sizes, electrical and mechanical connections, fasteners, welds, joints, conditions and provisions for the work of others, and all other information necessary for assembly. Include pertinent mounting details. Indicate manufacturers' catalogue numbers for sockets, ballasts, light shields, photo cells, switches and type of wiring, and targeting and locking devices for adjustable fixtures. Indicate type and extent of approved inert insulating materials to prevent electrolytic corrosion at junctions of dissimilar metals. Where standard off-the-shelf components are used, catalogue excerpts shall be supplemented by additional drawings if the information listed above is not included in the excerpts.
- 4.5.9 Indicate welds by welding symbols as defined in W59.2-M1991, Welded Aluminum Construction and/or CSA W59-M1989.
- 4.5.10 Code all drawings, instructions, manuals and parts according to NCC inventory standards; see [Section 4.6.2](#) and [Section 5.0](#).
- 4.5.11 All drawings are to be assembled in a three ringed binder with a table of contents listing all drawing descriptions and corresponding drawing numbers.
- 4.5.12 Prepare all draft and final written specifications and manuals in Microsoft Word most current version.
- 4.5.13 All written text is to be written in both official languages (English and French).
- 4.5.14 Where new product is developed provide written specifications and manuals for the assembly, installation, storage, maintenance and service of each new type. These manuals will be appropriately supplemented with graphics and diagrams to assist comprehension. It will be printed on a standard A-4 (8.5" x 11") paper and assembled in a split-ring binder to permit easy photocopying and reproduction, and in electronic format.

4.6 Description of work

4.6.1 General

Provide materials, equipment, appurtenances and workmanship for the products described herein conforming to the highest commercial standards, as specified and indicated on the drawings and in the specifications and new requirements. Make Light parts and components not specifically identified or indicated on the drawings, of materials most appropriate to their use or function, and resistant to corrosion and to thermal and mechanical stresses encountered in the normal application and function of the Lights.

4.6.2 Coding - drawing and part numbers

All drawings, AutoCAD files, manuals, and parts provided to the NCC by the Manufacturer, as required in the fulfillment of the Standing Offer Agreement, will be coded according to the existing system as identified herein and in the pattern catalogue.

- 4.6.2.1 All standard "off-the-shelf" hardware will also be given part numbers according to the coding format.
- 4.6.2.2 All new numbers will follow the Indented Bill of Material (BOM) format. The numbering formula will be structured so that the first field (two digits) will identify the Light/Bollard type or level 1 assembly. The second field (two digits) will identify the level 2 assemblies. The third field (two digits) identifies level 3 sub-assemblies. The last field (three digits) will be used to identify specific parts.
- 4.6.2.3 The Manufacturer will provide the NCC with a full list of all new parts, sub assemblies and assemblies (completed coding chart) and an indented BOM for each Light type.
- 4.6.2.4 The following mock BOM for the NCC's CP4 Light uses the coding system outlined in the Coding chart for Part/dwg. numbers.

BILL OF MATERIALS – CP4 assembly

Part/Dwg. No.	Description	Quantity / level				
		Reference	L1	L2	L3	L4
24 00 <u>01</u> 000	CP4 cast pole assembly	BP 0035 B, MP 3422 B			1	
24 00 <u>10</u> 000	CP4 shroud assembly	CT 0024 B			1	
24 <u>01</u> 00 000	450mm Fixture assembly	SA 1602 B		1		
24 00 <u>40</u> 000	Ballast bracket	NA			1	
24 00 00 <u>300</u>	bottom trim ring - CP4	NA				1
24 00 00 <u>301</u>	top trim ring - CP4	NA				1
24 00 00 <u>303</u>	Fixture trim ring - CP4	NA				1
24 00 00 <u>304</u>	pole bottom gasket - CP4	NA				1
24 00 00 <u>306</u>	pole top gasket - CP4, CP3	NA				1
24 00 00 <u>400</u>	#10-24x3/4" SS tamper proof	Spae Naur 381-371				2
24 00 00 <u>401</u>	1/4-20 x3/4" hex socket	Spae Naur HX-2024				4
24 00 00 <u>402</u>	5/8-11 SS nut	Spae Naur HN-2009				2
24 00 00 <u>404</u>	5/8-11 central threaded rod	NA				1

4.6.3 Marking of Parts and Assemblies

- 4.6.3.1 Provide markings that are clear and which are located to be visible to service personnel, but not visible from viewing angles when lamps are in place.

- 4.6.3.2 All fabricated parts are to have stamped, embossed or cast in numbers according to the numbers on the corresponding drawing.
- 4.6.3.3 Parts or assemblies that are packaged must have NCC part and/or assembly numbers clearly marked on the exterior of the package.
- 4.6.3.4 The Manufacturer's name (if provided) and part numbers shall not be shown on external exposed surfaces of assembled Lights.
- 4.6.3.5 Each pedestrian light assembly shall have an identification marking on a corrosion-resistant metal plate securely attached to the bottom of the pole.

4.6.4 Materials

- 4.6.4.1 All cast aluminum parts shall be of high grade non-recycled A356.2 aluminum or will comply with the requirements of CSA - M1980, HA Series, Standards for Aluminum and Aluminum Alloys.
 - .1 Prior to commencing of work, submit three certified copies of mill reports covering chemical and physical properties of aluminum used in this work.
- 4.6.4.2 Fasteners: in accordance with Section 4.6.25.
- 4.6.4.3 Paint and Finishes: in accordance with Section 4.6.29.

4.6.5 Fabrication

- 4.6.5.1 All Lights, assemblies and part kits must come completely assembled to the greatest extent possible (shroud, spire and arms not attached for SL/SPL and TL Lights), wired and equipped with necessary sockets, wiring, ballasts, starters, photo cells, shielding, reflectors, channels, lenses and other parts and appurtenances necessary to complete the Fixture installation onto the pole or arm.
- 4.6.5.2 All pedestrian Lights less arm assembly must come completely assembled and wired with ballasts and starters etc. ready for installation onto the footing mounting bolts.
- 4.6.5.3 Provide cast or molded metal parts of Lights that are close grained, sound, and free from imperfections. Provide cast or molded parts that are rigid, true to pattern, and of ample weight and thickness. Provide cast or molded parts that are properly fitted, filed, ground, buffed and chased to provide finished surfaces and joints free of imperfections. Make thickness on cast parts not less than 8 mm or as specified in the Engineering specifications prepared by the Manufacturer.
- 4.6.5.4 All joints, unless otherwise stated or approved, between different parts of the Light and Fixture will be fitted with UV stable neoprene gaskets to prevent water migration inside the Light assembly and access to insects. Caulking will not be used to seal any joints.

- 4.6.5.5 Provide housings that make electrical components easily accessible and allow for replacement without removing the Light from its footing.
- 4.6.5.6 All mating parts that are fastened together will be machined on a precise jig to ensure exact field alignment and so that parts can be mixed and matched. Machining in pairs is NOT acceptable.
- 4.6.5.7 All welding shall comply with the requirements of S244-1969, Welded Aluminum Design and Workmanship.
- 4.6.5.8 The Manufacturer shall prevent corrosion causing contact between dissimilar materials by isolating the different metals with inert gaskets, washers, grommets, etc.

4.6.6 Foundation/Footing

The foundation will be designed and installed by others. The Manufacturer is to provide templates for each light type for setting anchor bolts (clearly mark template to show street side orientation). The Installer is responsible to ensure the correct orientation of anchor bolts within the foundations so the Lights can be mounted as indicated on drawings.

4.6.7 Steel poles, SL/SPL/TL – by others

The design for this pole is complete. The current supplier is Valmont Industries Inc., tel. (800) 825-6668. This firm has developed the specialized tooling for the fabrication of the pole to meet the required specifications.

The poles for both the SL and SPL Lights will be exactly the same. This will enable the SL pole to be fitted with short arms and pedestrian Fixtures if they are required at any future time. All street light poles will be finished in gloss NCC BRONZE.

4.6.8 Cast aluminum poles, CR/CP

All pedestrian Light poles will be finished in textured BLACK.

- 4.6.8.1 Pedestrian poles shall be one piece cast aluminum and will fasten to the shroud with one fastener and in such a manner as to ensure a rigid joint throughout the life of the Light. This joint must be watertight but also allow the pole to be removed from the shroud. The joint will also be designed with a cast in key slot or registration device to ensure that poles will be oriented with the back side of the shroud (in the event a different Fixture type is installed on the pole).
- 4.6.8.2 Pedestrian poles are manufactured with an independent top tenon which attaches separately to the top of the pole, the Fixture is then attached to this tenon. This allows flexibility to insert a different tenon design to accommodate the installation of different Fixture configurations, i.e. four arm Fixture assemblies. The joint will also be designed with a cast in key slot or registration device to ensure correct alignment.

- 4.6.8.3 The match plates for production of sand moulds are in sections to allow for the preparation of sand moulds to make poles of all the various lengths required.

4.6.9 Shrouds (SL/SPL and TL) - 01 20 10 001

All shrouds will be finished in gloss NCC DARK GREY.

- 4.6.9.1 Provide cast aluminum shrouds for the bottom of each Light type as per the specifications outlined in this paragraph. The shroud shall consist of two halves, one half will fasten to the pole opposite the hand hole and the other (drilled for the installation of a plaque) will fasten directly to the other half. For access to the hand hole one half of the shroud will have to be removed.
- 4.6.9.2 The shroud must be fixed to the pole such that it can resist a rotational force of 4.7 KN.

4.6.10 Shrouds (CR/CP)

- 4.6.10.1 Aluminum shrouds for CR and CP Lights shall be cast in one piece with an access door as shown in dwg. nos. 240200002 and 240200010.
- 4.6.10.2 All new shroud designs must provide cast-in locations for the fastening of a ballast and tray assembly.

4.6.11 Long aluminum arm (SL) - 01 10 00 204

Long aluminum arms will be finished in gloss NCC LIGHT GREY.

- 4.6.11.1 Provide tenzallooy aluminum arms, as shown on drawings and according to ASTM standard. Arms shall be cast in one piece.
- 4.6.11.2 The long arm shall have water tight wiring access door on top, see dwg. 01 10 00 024 The wiring access door will have a neoprene gasket and will be fastened with two fasteners.
- 4.6.11.3 The long arm will be equipped with permanent stainless steel hardware for attaching flags as indicated in Section 4.6.12.
- 4.6.11.4 Provisions (knock-out) must be made for the installation of a photo cell on the top of the long arm or Fixture assembly.

4.6.12 Flag attachment hardware - 01 00 00 413

- 4.6.12.1 Provide flag attachment hardware made from wear resistant stainless steel.
- 4.6.12.2 Attachment hardware must be fastened so that it will not come loose as a result of motion of the flag.
- 4.6.12.3 Attachment hardware must keep flag clips from touching any painted surface.

4.6.13 Short aluminum arms (SPL, TL, CP/CR)

- 4.6.13.1 Provide tenzallooy aluminum short arms for the SPL, TL, CP/CR light types according to ASTM standard. Arms shall be cast in one piece from a permanent mould with interchangeable ends to accommodate the four different mounting configurations.
- 4.6.13.2 Provisions (knock-out) must be made for the installation of a single, standard electrical outlet to match exactly on each of the variations (SPL and CP/CR) of the lower arms. The round hole will be on the vertical side surface of the arms and will be a knock-out type plug or thin section cast into all arms.

4.6.14 Saddle cover (not required)

4.6.15 Banner tie-down - 01 20 50 302

- 4.6.15.1 Provide tie-downs for banners from stainless steel. Tie-downs must keep all banner hardware from coming in contact with any painted part of the pole.

4.6.16 Fixtures (350mm, 450mm, 550mm) (not required)

Fixture assemblies will be finished in gloss NCC LIGHT GREY.

4.6.17 550mm Globe assembly - 01 10 00 212, 01 10 00 203, 01 10 00 204, 01 10 00 206

- 4.6.17.1 Globes shall be rotomoulded U.V. resistant opalescent (Elkamet 95010) polycarbonate or approved alternative that provides acceptable appearance and transmission and diffusion of light (sample will be provided by the NCC).
- 4.6.17.2 Polycarbonate globes will be coated with the “Faxtor 10” acrylic coating.
- 4.6.17.3 Globes shall be installed on globe mounting ring finished in NCC LIGHT GREY.
- 4.6.17.4 Globe assembly will include an integral reflector system to match original.

4.6.18 350mm and 450mm Globe assemblies – 02 30 20 001, 02 30 20 002

- 4.6.18.1 Globes for CB lights (four colour system) shall be fabricated from opal polyethylene and installed on globe mounting ring finished in NCC LIGHT GREY.
- 4.6.18.2 450mm globes for CP lights (black colour system) shall be fabricated from opalescent polycarbonate and installed on globe mounting ring finished in NCC textured BLACK.

4.6.19 Lamp Holders (not required)

- 4.6.19.1 Provide lamp sockets with porcelain housings over copper screw shells, with mogul base sockets rated at 600 volts.

4.6.20 Lamps

- 4.6.20.1 Specify lamps as indicted in Section 4.7 - Light type descriptions. All lamps will be provided by the Installer, as required, during installation.

4.6.21 Reflector - 01 10 00 206

- 4.6.21.1 Provide reflectors and reflecting cones or baffles fabricated from #1 aluminum reflector sheet, .057 inch (15 gauge) or heavier. All finished parts shall be absolutely free of tooling marks including spinning lines, and free of marks or indentations caused by riveting or other assembly techniques. No rivets, springs or other hardware shall be visible after installation.
- 4.6.21.2 Provide reflectors and baffles of high quality polished, buffed and anodized finish, "alzak" or approved equal, and with a specular finish and color as specified.
- 4.6.21.3 The aluminum reflector shall be class S.I., medium service, with a specular reflectivity of 82%, and a diffuse reflectivity of 73%.

4.6.22 Banner brackets – 01 20 60 001

Banner brackets will be finished in gloss NCC LIGHT GREY.

- 4.6.22.1 Provide cast aluminum banner brackets for all SL/SPL and TL street Lights as shown in the drawing 01 02 60 001.
- 4.6.22.2 Banner brackets must be provided with a neoprene gasket set to prevent paint damage to the pole.

4.6.23 Spire assembly – 01 20 70 000

The spire will be finished in gloss NCC GREEN.

- 4.6.23.1 Provide a decorative spire to be mounted on top of the SPL/SL street Light pole. It will be fabricated from aluminum as shown on drawings 01 20 70 000.
- 4.6.23.2 The spire assembly will be securely attached to the pole such that one or more fasteners must be **completely** removed before the spire assembly itself can be removed. Spire shall be removable for access to wiring.
- 4.6.23.3 Spire assembly will be adjustable + or – 3° for vertical alignment with the pole.
- 4.6.23.4 A maple leaf will be mounted on top of the spire. The leaf will be cast in brass or approved alternative material, see dwg 01 20 70 303. It will be gold plated

and will have a minimum maintenance free life of 20 years. The Manufacturer must provide a description of the plating process in the preliminary design phase.

4.6.24 Trim rings

Trim rings will be finished in gloss NCC GREEN.

- 4.6.24.1 Trim rings are used on all Lights as visual details. Rings must be manufactured with no surface defects or they must be machined after being cast.
- 4.6.24.2 Trim rings to be manufactured from A356.2 aluminum.
- 4.6.24.3 The trim rings will be fastened securely to prevent any lateral, vertical or rotational displacement.
- 4.6.24.4 Trim rings will consist of two identical halves and will be fabricated in accordance with Section 4.6.5.8.

4.6.25 Fasteners/inserts

- 4.6.25.1 All fasteners used on all of the Light types will be stainless steel and will be used only with a stainless steel threaded insert unless otherwise specified or approved, a sample of the intended stainless steel threaded inserts is to be provide for approval.
- 4.6.25.2 All holes will be free from paint or contaminants that will impede the installation of threaded fasteners, see Section 4.6.25.1.
- 4.6.25.3 Loctite will be used for the installation of all threaded inserts. Anti-seize compound will be used on all fasteners installed in the threaded inserts.
- 4.6.25.4 All fasteners will be the hex socket type in Imperial sizes only.

4.6.26 Wiring (for all part kits provided)

- 4.6.26.1 All wiring is to conform to CSA - CE code. Provide wiring between lamp holders and associated operating and starting equipment of equal or heavier gauge than the leads furnished with the approved types of ballasts and having equal or better insulating and heat resisting characteristics. Provide internal wiring for Lights and Fixtures with a minimum number of splices. Make splices with approved mechanical insulated steel spring type connectors, suitable for the temperature and voltage conditions to which the splices are to be subjected to.
- 4.6.26.2 Make connections of wires to terminals of lamp holders and other accessories in a neat and workmanlike manor and which are electrically and mechanically secure, with no loose strands protruding. Provide a number of wires extending to or from the terminals of a lamp holder or other accessory that does not exceed the number that the accessory is designed to accommodate.

- 4.6.26.3 All wire to wire connects must have approved quick connect plug type connectors.
- 4.6.26.4 Provide wiring channels and wire-ways free from projections and rough or sharp edges throughout. Round all edges or points over which conductors shall pass to make a smooth surface.
- 4.6.26.5 Insulated bushings are required at all points of entrances and exits of flexible wiring through all material.
- 4.6.26.6 Protect wiring with a grommet or tubing at points where abrasion may occur.
- 4.6.26.7 Conceal wiring within the Fixture and Light construction.
- 4.6.26.8 All electrical details are to be in accordance with Ontario and Quebec electrical codes.

4.6.27 Ballast – if required (for SL+SPL parts kits)

- 4.6.27.1 H.I.D. ballast shall comply with CSA Spec. C22-2 No. 66 and shall be compatible with the Fixture and lamp assembly which they serve. Ballasts shall be of the two winding type. Shells of all H.I.D. ballasts shall be grounded.
- 4.6.27.2 The ballast shall be a constant wattage auto-transformer type with a non PCB capacitor.
- 4.6.27.3 The ballast must accommodate an input voltage range of plus or minus 5% of nominal.
- 4.6.27.4 The ballast will have a minimum starting temperature of -29°C at 90% line voltage.
- 4.6.27.5 The ballast shall have a minimum power factor of 95% with 95% of rated lamp lumens and will be rated for 120 volts and 60 Hz for use with 1 - 175W metal halide bulbs. The ballast will be totally encased and designed for an ambient temperature of 40°C.

4.6.28 Electrical receptacle

Electrical receptacle and cover will be finished in gloss NCC LIGHT GREY.

- 4.6.28.1 Electrical receptacles will be CSA rated with a spring loaded weather proof cover.
- 4.6.28.2 Electrical receptacles will be installed in some of the short aluminum arms. The electrical receptacle assemblies will be round and will be equipped with a round cover hinged from the top. Two arms per Light will require an outlet and will be assembled to the pole such that when installed they will be on the road side of the pole.

4.6.29 Finishes

4.6.29.1 All surfaces will be painted using one of the following two Sherwin Williams coating systems (or approved alternative).

4.6.29.1.1 Two-coat powder system.

- (a) Zinc rich primer E2020-2Z (powder)
- (b) Super Durable topcoat formulated for long-term exterior exposure, Product codes as follows:
 - NCC Green - PGS6-00487
 - NCC Light grey - PAS6-00599
 - NCC Dark grey textured - PAT4-00523

4.6.29.1.2 Liquid system – low cure three-coat system.

- (a) Pretreat with Vinyl Wash Primer. S.W. P60G2 applied at 0.3-0.4 mils DFT.
- (b) Intermediate coat of 2 Component Epoxy Primer (S.W. product #E61A280) applied at 2.0 mils DFT (must exceed blast profile).
- (c) Topcoat with 2 Component Polyurethane, at 1.5-2.0 mils (must exceed blast profile), Product codes as follows:
 - NCC Green - F63GK320
 - NCC Light grey - F63AK896
 - NCC Dark grey textured – F63AK897

The liquid coatings selected for this system, are two component materials and can be cured at ambient temperature or forced cured at temperatures of 38°- 60°C (100-140°F) by curing at ambient temperatures outgassing is less of an issue and pre-heating is not required. Parts that will be forced cured will be pre-heated, see Section 4.6.29.3.

4.6.29.2 There are three colors that will be used for the finishing/painting of the of light parts;

All colors obtained by the Manufacturer must be approved by the NCC (see Section 3.2.1.4) before they are used in production. The Manufacturer must also show samples of the touch up paint applied to the approved finishes, in accordance with Section 4.6.29.6.

4.6.29.3 Before finishing all exposed aluminum parts are to be prepared according to the following process:

- .1 Sandblast to SSPC-SP-7
- .2 Preheat casting to 177°C (350°F) for 15 minutes

4.6.29.4 All painted surfaces must be repairable on site using a hand held spray bomb (to be supplied by the Manufacturer in the touch-up paint kit). Provide a

sample of each touch up color on a factory applied finish for each color. Provide instructions and procedures for touch-up painting in the maintenance manual.

- 4.6.29.5 Provide a detailed procedure (to be provided with the proposal) for the gold plating of maple leafs.
- 4.6.29.6 The coating system applied by the manufacturer to these light parts will be endorsed in writing by the paint supplier, Sherwin Williams. Complete technical field support will be provide by the paint supplier, please contact Gord Weidauer @ 905-715-6294.
- 4.6.29.7 An audit of the painted application process will be provided to the NCC's technical authority before shipment of goods. Upon receipt of written approval from the paint supplier that the paint system was applied to their satisfaction, the NCC will be in a position to receive product.

4.6.30 Tooling

- 4.6.30.1 All tooling developed for the fabrication of the custom Lights listed herein is the property of the NCC. All costs relating to the use, storage, insurance, etc. of these tools will be the responsibility of the Manufacturer up until these tools are returned to the NCC. The ownership of any new tooling, should any new light types be requested, shall also be assigned to the NCC upon agreement of reasonable compensation. Unauthorized use of these tools for the fabrication of parts other than for those required by the NCC under the resulting Standing Offer Agreement with the Manufacturer is strictly forbidden.

4.6.31 Banners and flags

- 4.6.31.1 Banners will be provided and installed (by others) on all SL, SPL and TL Lights as shown in illustrations 6.1-A, B. The SL/SPL Lights will have two banner displays and the TL Lights will have four banner displays.
- 4.6.31.2 Flags will also be installed on the SL/SPL Lights as shown in the illustration 6.1A.

4.6.32 Hanging basket brackets

- 4.6.32.1 Provide a decorative hanging basket brackets to be mounted on top portion of the PL type poles. It will be fabricated from aluminum as shown on drawings 1426-00-01
- 4.6.32.2 The hanging basket brackets will come in pairs of identical halves.

4.7 Light type descriptions

Provide Lights that conform to the standards above, as indicated on the drawings and sketches, and as indicated below.

- 4.7.1 **Light Type “SL/ SPL”** - street Light - dwgs. SL 01 00 00 000
SPL 02 00 00 000

The Confederation Boulevard Street Light is adaptable to both SL and SPL configurations and as such is referred to herein as the SL/SPL Light type.

- 4.7.1.1 Installation: The Light shall be capable of mounting on an existing concrete base (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating anchor bolts when preparing footings. The bolt circle diameter shall be 380 mm.
- 4.7.1.2 Pole assembly: - provided by others.
- 4.7.1.3 Shroud: The shroud shall be two parts, as specified in Section 4.6.9.
- 4.7.1.4 Short aluminum arms: Four cast aluminum short arms shall be provided as specified in Section 4.6.13. Two short arms per pole will be equipped, on the sidewalk side of the pole, with a round electrical outlet rated for 120V @ 15A with a round cover hinged from the top to be painted NCC GREY (same as arm).
- 4.7.1.5 Fixture (pedestrian) – 350 mm dia.: - provided by others.
- 4.7.1.6 Lamps (pedestrian): All pedestrian level lamps will be 16 or 20 Watt A type incandescent, long life (10,000+ hours), 1800 lumen, or equal, supplied by installer (Manufacturer to provide specification).
- 4.7.1.7 Banner tie-down: Two banner tie-downs shall be provided as specified in Section 4.6.15.
- 4.7.1.8 Globe assemblies, see Section 4.6.18.
- 4.7.1.9 Banner bracket: Provide a bracket for the installation of two existing banner poles (provided by NCC) as specified in Section 4.6.22.
- 4.7.1.10 Long aluminum arm: Provide one cast aluminum arm approximately 2.2 m long with flag attachment hardware as specified in Section 4.6.11.
- 4.7.1.11 Fixture (street Light) – 550 mm dia.: - provided by others.
- 4.7.1.12 Lamps will be 175W or 250W metal halide provided by others.
- 4.7.1.13 Globe assemblies, see Section 4.6.17.
- 4.7.1.14 Trim rings: Provide trim rings, painted green and as specified in Section 4.6.24.
- 4.7.1.15 Spire: A decorative tapered spire approximately 1.5 m long shall be provided which can be adjusted for plumbness after the Light pole is installed, see Section 4.6.23. The spire will support a gold plated leaf mounted on the top.

The spire will have a key slot for correct orientation so that the gold plated leaf mounted on top will be perpendicular to the street.

- 4.7.1.16 Ballast: See Section 4.6.27 for metal halide ballast requirements. The ballast shall be located for easy access within the base of the pole and will be attached to the mounting plate/bracket for easy replacement.
- 4.7.1.17 Wiring: See Section 4.6.26 for wiring requirements. The pole and Fixture shall be wired at the factory. Final connections shall be made at the job site by the Installer. There shall be a black, a white, and a green (grounding) wire for each circuit. All wires shall be #14 AWG stranded, 600 Volts, and insulated with cross link polyethylene for temperatures up to 125°C, with each circuit individually bundled and identified. Each Fixture shall be tested with a lamp before shipment to insure proper operation. Fuses and fuse holders for each Light will be provided by Installer (Manufacturer to provide specification).
- 4.7.1.18 Standards: The Light and Fixture shall bear the CSA label. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.1.19 Finish: See Section 4.6.29 and drawings for colours and finish specifications.

4.7.2 Light Type “TL” - Threshold Light

- 4.7.2.1 Installation: The Light shall be capable of mounting on an existing concrete base (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating anchor bolts when preparing footings. The bolt circle diameter shall be 380 mm.
- 4.7.2.2 Pole assembly: - provided by others.
- 4.7.2.3 Shroud: As per Section 4.6.10.
- 4.7.2.4 Banner tie-down: Four banner tie-downs shall be provided as specified in Section 4.6.15.
- 4.7.2.5 Banner bracket: Provide a bracket for the installation of four banner poles (provided by NCC) as specified in Section 4.6.22.
- 4.7.2.6 Short aluminum arms: Six cast aluminum short arms shall be provided as shown on drawings and specified in Section 4.6.13. One short arm per pole will be equipped with a side mounted, round electrical outlet rated for 120V @ 15A with a round cover hinged from the top.
- 4.7.2.7 Fixtures 350 mm, 450 mm - provided by others.
- 4.7.2.8 Lamp: Lamps see Section 4.7.1.6.
- 4.7.2.9 Globe assemblies, see Section 4.6.18.
- 4.7.2.10 Trim rings: Provide trim rings, painted green and as specified in Section 4.6.24.
- 4.7.2.11 Ballast: No Ballast.

- 4.7.2.12 Wiring: As per Section 4.6.26.
- 4.7.2.13 Standards: The Light and Fixture shall bear the CSA label. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.2.14 Finish: See Section 4.6.29 and drawings for colours and finish specifications.

4.7.3 Light Type “CR3” - pedestrian Light – 14 00 00 000

- 4.7.3.1 Installation: The Light shall be capable of mounting on an existing concrete base (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating bolts when preparing footings. The bolt circle diameter shall be 220 mm.
- 4.7.3.2 Pole Assembly: See Section 4.6.8 for general pole specifications. The CR3 pedestrian Light pole assembly shall be approximately 1.4 m high with outside base diameter of 160 mm and an outside top diameter of 140 mm.
- 4.7.3.3 Shroud: The shroud shall be fabricated in one piece with a removable access door as per Section 4.6.10.
- 4.7.3.4 Top tenon: The top tenon has already been developed for this Light and the tooling exists and is owned by the NCC. See CP specification package included in the RFP package.
- 4.7.3.5 Fixture 350 mm: - provided by others.
- 4.7.3.6 Lamps: As per Section 4.7.1.6.
- 4.7.3.7 Globe assemblies, see Section 4.6.18.
- 4.7.3.8 Trim rings: Provide trim rings, as specified in Section 4.6.24.
- 4.7.3.9 Ballast: No Ballast.
- 4.7.3.10 Wiring: As per Section 4.6.26.
- 4.7.3.11 Standards: The Light and Fixture shall bear the CSA label. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.3.12 Finish: See Section 4.6.29 and drawings for colours and finish specifications.

4.7.4 Light Type “CP3” -- pedestrian Light -- dwg. 23 02 00 000. Note: this light assembly is painted completely textured black.

- 4.7.4.1 Installation: The Light shall be capable of mounting on an existing concrete footing/wall (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating bolts when preparing footings. The bolt circle diameter shall be 220 mm.

- 4.7.4.2 Pole: See Section 4.6.8 for general pole specifications. The pole when assembled to the CP3 Light shall have a length such that the center of the globe will be 3200 mm from ground level when the Light is installed on top of a 900mm high wall. The top diameter will be approximately 140 mm and the bottom approximately 154 mm.
- 4.7.4.3 Shroud: The shroud shall be one piece with an access door as shown on the drawings and specified in Section 4.6.10.
- 4.7.4.4 Top tenon: See dwg. 24 02 00 005.
- 4.7.4.5 Fixture – 450 mm dia.: Provided by others.
- 4.7.4.6 Lamps: 16W compact fluorescent by others.
- 4.7.4.7 Globe assemblies, see Section 4.6.18.
- 4.7.4.8 Trim rings: Provide trim rings painted BLACK as shown in dwgs. 24 02 00 003 and 23 02 00 003 and as specified in Section 4.6.24.
- 4.7.4.9 Ballast: No ballast.
- 4.7.4.10 Wiring: As per Section 4.6.26.
- 4.7.4.11 Standards: The Light shall bear the CSA label and will be approved by both Ontario Hydro and Hydro-Québec. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.4.12 Finish: Provide finish as specified in Section 4.6.29.

4.7.5 Light Type “CP4” -- pedestrian Light. Note: this light assembly is painted completely textured black.

- 4.7.5.1 Installation: The Light shall be capable of mounting on an existing concrete footing/wall (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating bolts when preparing footings. The bolt circle diameter shall be 300 mm.
- 4.7.5.2 Pole: See Section 4.6.8 for general pole specifications. The pole when assembled to the CP3 Light shall have a length such that the center of the globe will be 3200 mm from ground level when the Light is installed on top of a 900 mm high wall. The top diameter will be approximately 140 mm and the bottom approximately 154 mm.
- 4.7.5.3 Shroud: The shroud shall be one piece with an access door and a location inset for electrical receptacle as shown on the drawings and specified in Section 4.6.10.
- 4.7.5.4 Top tenon: See dwg. 24 02 00 005.
- 4.7.5.5 Fixture – 450 mm dia.: Provided by others.

- 4.7.5.6 Lamps: 16W compact fluorescent by others.
- 4.7.5.7 Globe assemblies, see Section 4.6.18.
- 4.7.5.8 Trim rings: Provide trim rings painted BLACK as shown in dwgs. 24 02 00 003 and 23 02 00 003 and as specified in paragraph 4.6.24.
- 4.7.5.9 Ballast if required: Provide ballast as specified in Section 4.6.27 and shown in dwg. 24 02 01 000.
- 4.7.5.10 Wiring: As per Section 4.6.26.
- 4.7.5.11 Duplex receptacle: Provided by Installer, but provision for recessed installation is to be provided. Cover provided by the Manufacturer.
- 4.7.5.12 Standards: The Light shall bear the CSA label and will be approved by both Ontario Hydro and Hydro-Québec. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.5.13 Finish: Provide finish as specified in Section 4.6.29.

4.7.6 Light Type “CP8” -- pedestrian Light. Note: this light assembly is painted completely textured black.

- 4.7.6.1 Installation: The Light shall be capable of mounting on an existing concrete footing/wall (by others) with four (4) bolts. A template shall be provided by the Manufacturer to the NCC for locating bolts when preparing footings. The bolt circle diameter shall be 300 mm.
- 4.7.6.2 Pole: See Section 4.6.8 for general pole specifications. The pole when assembled to the CP3 Light shall have a length such that the center of the globe will be 3200 mm from ground level when the Light is installed on top of a 900mm high wall. The top diameter will be approximately 140 mm and the bottom approximately 154 mm.
- 4.7.6.3 Shroud: The shroud shall be one piece with an access door and a location inset for electrical receptacle as shown on the drawings and specified in Section 4.6.10.
- 4.7.6.4 Top tenon: See dwg. 24 02 00 005.
- 4.7.6.5 Fixture – 450 mm dia.: Provided by others.
- 4.7.6.6 Lamps: 16W compact fluorescent by others.
- 4.7.6.7 Globe assemblies, see Section 4.6.18.
- 4.7.6.8 Trim rings: Provide trim rings painted BLACK as shown in dwgs. 24 02 00 003 and 23 02 00 003 and as specified in Section 4.6.24.
- 4.7.6.9 Ballast if required: Provide ballast as specified in Section 4.6.27 and shown in dwg. 24 02 01 000.

- 4.7.6.10 Wiring: As per Section 4.6.26.
- 4.7.6.11 Duplex receptacle: Provided by Installer, but provision for recessed installation is to be provided. Cover provided by the Manufacturer.
- 4.7.6.12 Standards: The Light shall bear the CSA label and will be approved by both Ontario Hydro and Hydro-Québec. The Light shall have CSA listed components, and shall be suitable for wet locations.
- 4.7.6.13 Finish: Provide finish as specified in Section 4.6.29.

4.7.7 Light Type “AP Pedestrian” -- Aggregate Pole, Light Assembly.
Refer to dwgs. 35 01 01 000, 35 01 02 000 and 35 01 03 000
and PA Light Assembly (Bill of Material)

- 4.7.7.1 Installation: The Light shall be capable of mounting on an existing aggregate concrete pole (by others) with eight (8) set screws.
- 4.7.7.2 Aggregate Pole, Light: 350 mm: See Dwg. 35 01 02 000
- 4.7.7.3 Quarter-turn, spring-loaded globe mounting system: to be provided by Lumec, Inc. See Section 4.6.34.
- 4.7.7.4 Lamps: 20w compact fluorescent, by others
- 4.7.7.5 Globe assemblies, 350 mm: See Dwg. 35 01 01 000
- 4.7.7.6 Finish: Light assembly is painted completely textured black. Provide finish as specified in Section 4.6.29.

4.7.8 Light Type “AP Parkways” -- Aggregate Pole, Light Assembly

- 4.7.8.1 **Lighting fixture:** See DWG 660.5.6
- 4.7.8.2 **Extention arm:** See DWG 660.5.2
- 4.7.8.3 **Aluminum support bracket:** See DWG 660.5.2
- 4.7.8.4 **Finial:** See DWG 660.5.2
- 4.7.8.5 **Adapter:** See DWG 660.5.2
- 4.7.8.6 **Pole plate, Pipe extension:** See DWG 660.5.2
- 4.7.8.7 **Aluminum adapter assembly:** See DWG 660.5.2
- 4.7.8.8 Exposed aggregate concrete Lamp post: See DWG series 660.4

4.8 Quality assurance

- 4.8.1 The Manufacturer must meet or exceed the requirements established by the NCC, see Section 1.13.

4.8.2 Guarantee

- 4.8.2.1 The Manufacturer shall guarantee all products for a period of one year after Issue of Certification of final acceptance and establishment of the beginning of the guarantee period, and at no additional cost the Manufacturer shall promptly

provide replacements for any Lights or components thereof which in the opinion of the NCC are defective in materials or workmanship under normal operating conditions, except for lamps; or the Manufacturer shall repair and installed Lights to the NCC's' satisfaction and at no additional cost. For any time during the guarantee period that Lights are not fully functional due to defects in materials or workmanship the Manufacturer shall provide or pay for adequate temporary lighting Fixtures. The Manufacturer also guarantees replacement Lights or components thereof to be free of defects in workmanship or materials, and shall replace any defective replacements.

- 4.8.2.2 The Manufacturer shall guarantee all finishes for a period of five years after Issue of Certification of final acceptance and establishment of the beginning of the guarantee period. Finishes must be warranted against fading, rusting or chaulking.
- 4.8.2.3 The Manufacturer shall not be held responsible for damage incurred to Lights during installation or for acts of vandalism or for abnormal or accidental abuse of the Lights or their components occurring after the beginning of the guarantee period. Neither shall the Manufacturer be held responsible for deleterious effects caused by maintenance procedures performed without the concurrence of the Manufacturer.
- 4.8.2.4 Any damage sustained before products are received by the NCC at the storage facility will be the responsibility of the Manufacturer.
- 4.8.2.5 The information provided in Section 1.13.1.6.1 will become part of this Standing Offer Agreement.

4.8.3 Conformation to specification

- 4.8.3.1 Lights are specified by descriptions, drawings and sketches.
- 4.8.3.2 Equipment compatibility: provide similar components fabricated by one manufacturer, to simplify maintenance and replacement of equipment.
- 4.8.3.3 Regulatory agencies;
 - .1 Provide Lights constructed, wired and installed in compliance with the current edition of applicable Municipal, Provincial and National Codes.
 - .2 Provide Lights conforming to Canadian Standards Association CSA and to provisions of applicable codes which exceed those standards.
 - .3 Use only electrical components listed by CSA.
- 4.8.3.4 Recognized Standards
 - .1 Canadian Standards Association (CSA)
 - .2 Certified Ballast Manufacturers Assoc. (CBM)
 - .3 Illuminating Engineering Society (IES)
 - .4 American Society for Testing and Materials (ASTM)
 - .5 American National Standards Institute (ANSI)

4.8.4 Parts supply

- 4.8.4.1 The Manufacturer will supply two fastener kits containing 50 pieces of each fastener and threaded insert type. Each kit will be contained in a steel box with a hinged lid and one top mounted handle and marked on the outside with the label STAINLESS STEEL FASTENERS CB lights. The box will have a separate, clearly labeled bin for each fastener type.

4.9 Submittal of work during Standing Offer Agreement

4.9.1 General

Shop drawings, samples, finish application procedures and certified test data shall be submitted for review and written acceptance in accordance with the requirements herein. Lights or other materials SHALL NOT BE SHIPPED unless prior acceptance has been granted, based upon the submittal of shop drawings, sample review, catalogue excerpts, test data, certificates or other material submitted for acceptance. Make modifications to shop drawings and Lights in accordance with NCC's' comments concerning submittals as part of the work on this section.

4.9.2 Samples

- 4.9.2.1 Provide samples of all finishes on the intended production material for approval by the NCC during the preliminary design phase, Section 3.2.1.5. Include a sample report showing how paint application will be monitored in house and by the paint supplier.
- 4.9.2.2 Provide samples of all fasteners and stainless steel threaded inserts.
- 4.9.2.3 The Manufacturer will submit one test samples of ALL PARTS manufactured with production tooling before final production begins. Samples will be tagged with the name of the part and part number, the Light type number and any other identifying data. Ship the samples to the NCC's receiving centre.
- 4.9.2.4 After review and approval, the manufacturer will proceed with production.

4.9.3 Prototype – for new light types

- 4.9.3.1 The Manufacturer will construct one full size, operable prototype of each new part (before tooling is fabricated) and assemble these parts in the configurations required to make each of the Light types.
- 4.9.3.2 Allow three days for inspection and written acceptance by the NCC before proceeding with final production tooling.

4.9.4 Test assembly – for existing light types

- 4.9.4.1 The Manufacturer will construct one test assembly of each Light type from parts made from the NCC's production tooling. Each test assembly including

necessary paint application monitoring reports will be reviewed and approved jointly by the NCC and the Manufacturer before final production begins. All specified features and colours are required.

- 4.9.4.2 Allow three days for inspection and written acceptance by the NCC before proceeding with final production tooling.

4.10 Product delivery and storage

- 4.10.1 Delivery: The Manufacturer shall take complete responsibility for equipment until accepted by the NCC. If deliveries occur other than the date specified in the submitted delivery schedule, the Manufacturer shall notify the NCC not less than one week prior to delivery. The NCC shall be present at delivery to inspect and / or accept the Lights. The NCC's failure to inspect within three (3) consecutive working days, provided proper notice was given to the NCC prior to the delivery, will be construed as acceptance of the equipment in good condition. The Manufacturer shall be directly responsible for all insurance up until acceptance by the NCC of the equipment.
- 4.10.2 Lights and their component elements shall be delivered to NCC storage factory assembled and wired to the greatest extent practical, in strict accordance with the shop drawings, samples, certificates and catalogue excerpts, and shall be handled in a careful manner to avoid damage.
- 4.10.3 Exposed finishes shall be protected during manufacturing, transport, storage and handling. Delivered materials shall be identified according to the approved samples. Products which are damaged shall be repaired and / or replaced as directed by the NCC.
- 4.10.4 Clear assembly instructions, in English and French, shall be provided to the NCC three weeks prior to the first delivery date (for any new designs). Maintenance manuals and parts lists shall be included in the first delivery.
- 4.10.5 Storage Conditions: Lights shall be packaged and protected for the storage conditions expected prior and during installation. Lights shall be stored under cover, above ground, in clean, dry areas, and shall be tagged and/or marked according to type.
- 4.10.6 All product will be packaged securely so as to avoid any damage during shipping, handling and storage. A curtain of flatbed truck only is to be used for shipment. The light standards must be accessible from the side of the truck for easy and safe forklift offloading. All poles under 15' wrapped 4 per bundle. The maximum size of any pallet will be no larger than 48" wide x 48" deep x 48" high unless alternate instructions proposed by the manufacturer are approved in advance by the NCC's Material Asset Manager.

National Capital Commission
Material Management Services
1740 Woodroffe, Avenue,
Ottawa, Ontario, K2G 3R8
Canada
Attn. Steven Clermont
Material Asset Manager

Tel. 613-239-5065
Cell. 613-795-3301
e-mail: steven.clermont@ncc-ccn.ca

- 4.10.7 All tooling shall be securely packaged in wooden crates for transportation and storage. Tooling shall be kept dry at all times and shall be delivered in an enclosed vehicle.

4.11 Inspection/Acceptance

The products to be supplied by the manufacturer shall be subject to inspection and acceptance by the NCC (see Section 4.10). If any assemblies, sub-assemblies or parts are not accepted e.g. damaged in transit, the NCC will notify the manufacturer in writing of the issues(s), will not recommend that the items be paid for and it will be the manufacturer's responsibility to correct the quality/damage problems including return shipping and or replacement costs.

5.0 CB pattern catalogue

Description	NCC part No.
SL	
base shroud (SL/SPL/TL)	01 20 10 001
base shroud trim ring(SL/SPL/TL)	01 20 10 002
saddle cover (SL/SPL/TL)	01 20 50 300
trim ring mid-pole (SL/SPL/TL)	01 20 50 301
2 arm banner bracket	01 20 60 001
long arm	01 10 00 204
trim ring - long arm	01 10 00 200
trim ring - 550mm fixture	01 10 00 200
slip fitter - 550mm	01 10 00 202
globe ring casting	01 10 00 203
top cap - 550mm	01 10 00 201
spire base cover	01 20 70 301(A)
spire anchor plate casting casting	01 20 70 301(B)
spire top casting	01 20 70 300
maple leaf	01 20 70 303
Retrofit SL/SPL	
retrofit slip fitter - 550mm	06 10 00 200
SPL	
small arm	02 30 10 001
deco ring casting - 350mm fixture	02 30 20 009
top cap - 350mm fixture	02 30 20 010
globe ring - 350mm	02 30 20 002
slip fitter - 350mm, SPL,PL,CR	02 30 20 008
TL	
top ring	24 01 01 002
housing inverted slip fitter	24 01 03 001
trim ring - luminaire	02 30 20 009
trim ring - small arm	
4 arm banner	
small arm insert	
deco ring	03 20 00 001
mid pole ring	03 20 10 001
PL/4	
top tenon (PL/4, PL/2, CR1,2,5,8)	04 02 00 005
trim ring, pole top, top ring	04 02 00 004
trim ring, pole top, bottom ring	04 02 00 003
small arm (PL, CR)	04 01 00 006
top cap - pole (PL, PL/2, CR)	04 02 00 001
base shroud trim ring (PL, PL/2, CR4, CP4)	24 02 00 003
base shroud (PL, PL/2, CR4, CP4)	04 02 00 007
base shroud access door (PL, PL/2, CR4, CP4)	24 02 00 010
base shroud	24 02 00 002

PL/2	
PL/2 short arm	05 01 00 001
PL/2 short arm, decorative spacer	05 01 00 002
globe ring - 350mm casting	30 01 01 000
CR2, CR3, CR5	
base shroud casting	05 01 00 001
pole	12 01 00 002
pole (CR3)	13 02 00 002
globe ring - 350mm casting	30 01 01 000
BR	
slip fitter - 450mm, (TL, CP/4, BR)	07 10 00 202
bridge arm	07 10 00 204
trim ring - 450mm fixture	02 03 20 009
top cap - 450mm fixture	02 03 20 010
B7 Bollard	
base casting	
hood casting	
upper housing casting	
B1B Bollard (B4?)	
base casting	34 03 00 603
hood casting	33 03 00 601
upper housing casting	33 03 00 605
B8 & B8 with light Bollard	
base casting	31 03 00 603
hood casting	31 03 00 601
upper housing (lense support)	31 03 00 602
decorating spacer casting (green)	32 03 00 601
B10 Bollard (US Embassy)	
upper HSG attach plate casting	36 03 00 002
hood casting	36 03 00 001
base casting	36 03 00 004
CP4	
pole (CP4, CR8/2, CR4)	24 02 00 001
base shroud (PL, PL/2, CR4)	24 02 00 002
base shroud access door (PL, PL/2, CR4)	24 02 00 010
base shroud recepticle mould insert	
base shroud trim ring (PL, PL/2, CR1, CR4, CP4)	24 02 00 003
Globe roto ring - 450mm (CP3, CP4, TL, BR)	24 01 01 002
top tenon (CP4, CP3, CP8, CR3, CR4)	24 02 00 005
top deco, double ring (CP4, CP3, CP8, CR3, CR4)	24 02 00 006
top roto slip fitter - 450mm	24 01 03 001
roto base casting (SPL, PL, CR)	24 01 03 002
top roto slip pressure plate (SPL, PL, CR)	24 01 03 003
globe ring casting - 450mm (BR, TL, CP3, CP8)	24 01 01 002
CP3	
pole (insert)	23 02 00 001
base shroud (CP3, CR3, CR2, CR8/2)	23 02 00 002
base shroud access door (CP3, CR3, CR2, CR8/2)	23 02 00 010
base shroud trim ring (CP3, CR3, CR2, CR8/2)	23 02 00 003

CP8	
pole (PL/4, PL/2, CR1, CP8)	28 02 00 001
base shroud	28 02 00 002
base shroud access door	28 02 00 010
base shroud trim ring (PL, PL/2, CR1,?, ?, ?)	28 02 00 003
CR2 350mm	
pole (mould insert)	24 02 00 001
CR5 350mm	
pole (mould insert)	24 02 00 001
CR6 450mm	
base shroud (CR6, CR7)	16 02 00 001
anchor plate (CR6, CR7)	16 02 00 002
CR7 350mm	
top ring casting	17 01 00 001
CS	
other tooling	
Base shroud	123446
PA	
top fitter	35 01 02 001
PA/2	
base plate	30 01 02 002
top fitter	30 01 02 001
tree grate	
tree grate casting	08 10 00 100
sponsor plaque insert	09 10 00 100
hanging basket	
hanging basket	1426-00-01

Section 6.0

Values for the Commercial and Technical requirements of the RFP

Proponents must receive a minimum of 68 out of 85 points to qualify as an acceptable manufacturer.

Req'mt No.	Max. score	Proponent	Proponent	Proponent
1.11.1	10.00			
1.13.1.1	5.00			
1.13.1.1.1	5.00			
1.13.1.2.1	5.00			
1.13.1.2.2	2.00			
1.13.1.2.3	2.00			
1.13.1.2.4	2.00			
1.13.1.2.5	2.00			
1.13.1.2.6	4.00			
1.13.1.3.1	5.00			
1.13.1.3.2	4.00			
1.13.1.3.3	4.00			
1.13.1.3.4	2.00			
1.13.1.3.5	4.00			
1.13.1.3.6	1.00			
1.13.1.4.1	5.00			
1.13.1.4.2	2.00			
1.13.1.4.3	2.00			
1.13.1.4.4	2.00			
1.13.1.5	3.00			
1.13.1.5.1	2.00			
1.13.1.6.1	5.00			
1.13.1.6.2	2.00			
1.13.1.6.3	2.00			
1.13.1.6.4	3.00			
Total	85.00	0.00	0.00	0.00

GENERAL CONDITIONS

01	Interpretation
02	Powers of the Chairman
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05	Conduct of Work
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11	Time of the Essence
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15	Changes in Taxes and Duties
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17	Inspection of the Work
18	Title to the Work
19	Warranty
20	Government Supply
21	Indemnity Against Third-Party Claims
22	Royalties and Infringement
23	The NCC to Own Copyright
24	Suspension of the Work
25	Default by the Contractor
26	Termination for Convenience
27	Accounts and Audit
28	Notice
29	Members of the House of Commons
30	Conflict of Interest
31	No Bribe
32	Survival
33	Severability
34	Successors and Assigns
35	Entire Agreement
36	Insurance

GENERAL CONDITIONS

01 Interpretation

- (1) In the Contract, unless the context otherwise requires,

"Chairman" means the Chairman of National Capital Commission and any other person duly authorized to act on behalf of that Chairman;

"Contract" means the written agreement between the Parties, these general conditions, any Supplemental General Conditions specified in the written agreement, and every other document specified or referred to in any of them as forming part of the contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person or entity whose name appears on the signature page of the written agreement and who is to supply goods or services to the NCC under the Contract;

"Contract Price" means the amount expressed in the Contract to be payable to the Contractor for the Work;

"Contracting Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Chairman in the management of the Contract;

"Government Supply" means all materials, parts, components, specifications, equipment, software, articles and things supplied to the Contractor by or on behalf of NCC for the purposes of performing the Contract;

"Inspection Authority" means the person designated as such in the Contract, or by notice to the Contractor, to act as the representative of the Chairman in matters concerning the inspection of the Work, and for purposes of section 17 (Inspection of the Work) includes a Quality Assurance Authority if such an authority is mentioned in the Contract;

"NCC" means the National Capital Commission, a federal Crown corporation, incorporated under the National Capital Act, R.S.C. 1985, c. N-4, as amended;

"Party" means the NCC or the Contractor or any other signatory to the Contract and **"Parties"** means all of them;

"Subcontract" includes a Contract let by any contractor or subcontractor at any tier for the performance or supply of a part of the Work, and includes a purchase referred to in a paragraph 8 (2) (a) at any such tier, and the derivatives of the word shall be construed accordingly;

"Technical Authority" means the person designated in the Contract, or by notice to the Contractor, to act as the representative of the Chairman in matters concerning the technical aspects of the Work;

"Technical Specifications" means the functional or technical description of the Work set out or referred to in the Contract, including drawings, samples and models, and further includes, except to the extent inconsistent with anything set out or referred to in the Contract, any such description set out or referred to in any brochure, product literature or other documentation furnished by the Contractor in relation to the Work or any part thereof;

"Work" means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor in accordance with the terms of the Contract.

- (2) The headings used in these general conditions are inserted for convenience of reference only and shall not affect their interpretation.
- (3) In the Contract, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter.

GENERAL CONDITIONS

02 Powers of the Chairman

Every right, remedy, power and discretion vested in or acquired by the NCC or the Chairman under the Contract or by law shall be cumulative and non-exclusive.

03 Status of the Contractor

The Contractor is engaged as an independent contractor for the sole purpose of performing the Work. Neither the Contractor nor any of its personnel is engaged as an employee, servant or agent of the NCC. The Contractor is responsible for all deductions and remittances required by law in relation to its employees including those required for Canada or Quebec Pension Plans, unemployment insurance, workers' compensation, or income tax.

04 Amendments and Waivers

- (1) No design change, modification to the Work, or amendment to the Contract shall be binding unless it is incorporated into the Contract by written amendment or design change memorandum executed by the authorized representatives of the Chairman and of the Contractor.
- (2) While the Contractor may discuss any proposed changes or modifications to the scope of the Work with the Technical Authority, the NCC shall not be liable for the cost of any such change or modification until it has been incorporated into the Contract in accordance with subsection (1).
- (3) No waiver shall be valid, binding or affect the rights of the Parties unless it is made in writing by, in the case of a waiver by the NCC, the Contracting Authority and, in the case of a waiver by the Contractor, the authorized representative of the Contractor.
- (4) The waiver by a Party of a breach of any term or condition of the Contract shall not prevent the enforcement of that term or condition by that Party in the case of a subsequent breach, and shall not be deemed or construed a waiver of any subsequent breach.

05 Conduct of the Work

- (1) The Contractor represents and warrants that:
 - (a) it is competent to perform the Work; and
 - (b) it has the necessary qualifications, including knowledge and skill, to perform the Work, together with the ability to use those qualifications effectively for that purpose.
- (2) Except for Government Supply specifically provided for in the Contract, the Contractor shall supply everything necessary for the performance of the Work, including all the resources, facilities, labour and supervision, management, services, equipment, materials, drawings, technical data, technical assistance, engineering services, inspection and quality assurance procedures, and planning necessary to perform the Work.
- (3) The Contractor shall:
 - (a) carry out the Work in a diligent and efficient manner;
 - (b) apply, as a minimum, quality assurance tests, inspections and controls consistent with those in general usage in the trade and that are reasonably calculated to ensure the degree of quality required by the Contract; and
 - (c) ensure that the Work:
 - (i) is of proper quality, material and workmanship;
 - (ii) is in full conformity with the Technical Specifications; and
 - (iii) meets all other requirements of the Contract.

GENERAL CONDITIONS

- (4) Unless the Chairman orders the Work or part thereof to be suspended pursuant to section 24 (Suspension of the Work), the Contractor shall not stop or suspend any part of the Work pending the settlement or resolution of any difference between the Parties arising out of the Contract.
- (5) The Contractor shall provide such reports on the performance of the Work as are required by the Contract and such other reports as may reasonably be required by the Chairman or the Technical Authority.
- (6) The Contractor shall be fully responsible for performing the Work and the NCC shall not be liable for any negative consequences or extra costs arising out of the Contractor's following any advice given by the NCC, whether given without or upon invitation by the Contractor, unless the advice was provided to the Contractor in writing by the Contracting Authority and was accompanied by a statement specifically relieving the Contractor of any responsibility for negative consequences or extra costs that might arise from following the advice.

06 Compliance with Applicable Laws

The Contractor shall comply with all laws applicable to the performance of the Work or any part thereof including, without limitation, all laws concerning health and labour conditions and the protection of the environment, and shall require compliance therewith by all of its subcontractors. Evidence of compliance with such laws shall be furnished by the Contractor to the Contracting Authority at such times as the Contracting Authority may reasonably request.

07 Technical Specifications

- (1) Unless prior written consent to the contrary is given by the Chairman, the Contractor shall use the Technical Specifications supplied by or on behalf of the NCC solely for the purpose of carrying out the Work.
- (2) Technical Specifications supplied to the Contractor by or on behalf of the NCC shall remain the property of the NCC or, if those Technical Specifications are owned by a third party, of the third-party owner. Upon notice the Contractor shall return those Technical Specifications to the Contracting Authority within the time specified in the notice.
- (3) Where, pursuant to the terms of the Contract, Technical Specifications furnished by the Contractor are subject to approval by the Chairman or the Technical Authority, such approval shall not relieve the Contractor of its responsibility to complete the Work and to meet all requirements of the Contract. Any such approval shall not be unreasonably withheld.
- (4) The Contractor agrees to accept and be bound by the Inspection of the Technical Specifications, insofar as such an interpretation is not inconsistent with any other part of the Contract.

08 Subcontracting

- (1) Unless otherwise provided in the Contract, the Contractor shall obtain the consent of the Chairman in writing prior to subcontracting or permitting the subcontracting of any portion of the Work at any tier. The Chairman shall not unreasonably withhold such consent.
- (2) Notwithstanding subsection (1), the Contractor may, without prior consent of the Chairman:
 - (a) purchase "off-the-shelf" items and software and such standard articles and materials as are ordinarily produced by manufacturers in the normal course of business;
 - (b) subcontract for the provision of such incidental services as might ordinarily be subcontracted in performing the Work;
 - (c) permit its first and subsequent-tier subcontractors to make purchases or subcontract as permitted in paragraphs (a) and (b).
- (3) In any Subcontract other than a Subcontract referred to in paragraph (2) (a), the Contractor shall, unless the Chairman otherwise consents in writing, ensure that the subcontractor is bound by terms and conditions compatible with and, in the opinion of the Chairman, not less favorable to the NCC than the terms and conditions of the Contract. Deviations in any Subcontract from the terms of the Contract, including any right of termination of the Contract, shall be entirely at the risk of the Contractor.

GENERAL CONDITIONS

- (4) The Contractor is not obliged to seek consent to Subcontracts specifically authorized in the Contract.
- (5) Any consent to a Subcontract shall not relieve the Contractor from its obligations under the Contract or be construed as authorizing any liability on the part of the NCC or the Chairman to a subcontractor.

09 Replacement of Personnel

- (1) When specific persons have been named in the Contract as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- (2) If, at any time, the Contractor is unable to provide the services of specific persons named in the Contract, it shall provide replacement persons who are of similar ability and attainment, and notify the NCC, and provide executed assignment and release forms for each.
- (3) The Contractor shall, as soon as possible, give notice to the Chairman of:
 - (a) the reason for the removal of the named persons from the Work; and
 - (b) the names and qualifications of the proposed replacement persons.
- (4) The Chairman may order the removal from the Work of any such replacement person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection (2) and paragraph (3) (b), secure a further replacement.
- (5) The fact that the Chairman does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Contract.

10 Assignment

- (1) The Contract shall not be assigned, in whole or in part, by the Contractor without the prior consent in writing of the Chairman and any purported assignment made without that consent is void and of no effect.
- (2) No assignment of the Contract shall relieve the Contractor from any obligation under the Contract or impose any liability upon the NCC or the Chairman, unless otherwise agreed to in writing by the Chairman.

11 Time of the Essence

Time is of the essence of the Contract.

12 Excusable Delay

- (1) A delay in the performance by the Contractor of any obligation under the Contract which is caused solely by either strike, riot, insurrection or act of God and that occurred without the fault of neglect of the Contractor shall, subject to subsections (2), (3) and (4), constitute an "Excusable Delay" provided that the Contractor invokes this section by notice under subsection (4).
- (2) If any delay in the Contractor's performance of any obligation under the Contract is caused by a delay of a subcontractor, such a delay may constitute an Excusable Delay for the Contractor, but only if the delay of the subcontractor meets the criteria set out in this section for an Excusable Delay by the Contractor and only to the extent that the delay has not been contributed to by the Contractor.
- (3) Lack of financial resources of the Contractor or any subcontractor or any ground for termination provided for in subsection 25(2) (Default by the Contractor) shall not, for the purposes of this section, be considered events beyond the reasonable control of the Contractor.
- (4) The Contractor shall not benefit from an Excusable Delay unless the Contractor has:
 - (a) used its best efforts to minimize the delay and recover lost time;
 - (b) within 15 working days of the beginning of a delay or of the likelihood of a delay coming to the attention of the Contractor, advised the Chairman in writing of the full facts or matters giving rise to the delay, and

GENERAL CONDITIONS

provided to the Chairman for approval (which approval shall not be unreasonably withheld) a clear "work-around" plan indicating in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay; this plan shall include alternative sources of materials and labour, if the event causing the delay involves the supply of them; and

- (c) carried out the work-around plan approved by the Chairman.
- (5) In the event of an Excusable Delay, any delivery date or other date that is directly affected shall be postponed for a reasonable time not to exceed the duration of the Excusable Delay. The Parties shall amend the Contract, as appropriate, to reflect any such change in dates.
- (6) Notwithstanding subsection (5), the Chairman may, after an Excusable Delay has continued for 15 days, in the Chairman's absolute discretion terminate the Contract, in which case the rights of the Parties shall be determined in accordance with the law concerning frustrated Contracts as if the Contract had been frustrated or, if the applicable law is that of the Province of Québec, in accordance with the provisions of the Civil Code or Québec concerning force majeure or fortuitous event as if those circumstances applied to the Contract. Subsections 25(4), (5) and (6) (Default by the Contractor) apply in the event of a termination under this subsection.
- (7) Except to the extent that the NCC is responsible for the delay for reasons of failure to meet an obligation under the Contract, the NCC shall not be liable for any costs or charges of any nature incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

13 Security and Protection of the Work

- (1) The Contractor shall keep confidential all information provided to the Contractor by or on behalf of the NCC in connection with the Work, and all information developed by the Contractor as part of the Work, and shall not disclose any such information to any person without the written permission of the Chairman, except that the Contractor may disclose to a Subcontractor authorized in accordance with section 8 (Subcontracting) information necessary to the performance of the Subcontract. This subsection does not apply to any information where the same information:
 - (a) is publicly available from a source other than the Contractor; or
 - (b) is or becomes known to the Contractor from a source other than the NCC, except any source that is known to the Contractor to be under an obligation to the NCC not to disclose the information.
- (2) When the Contract, the Work, or any information referred to in subsection (1) is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by the NCC, the Contractor shall at all times take all measures reasonably necessary for the safeguarding of the material so identified.
- (3) Without limiting the generality of subsections (1) and (2), when the Contract, the Work, or any information referred to in subsection (1) is identified as TOP SECRET, SECRET, CONFIDENTIAL, or PROTECTED by the NCC, the Chairman shall be entitled to inspect the Contractor's premises and the premises of any subcontractor at any tier for security purposes at any time during the term of the Contract, and the Contractor shall comply with, and ensure that any such subcontractor complies with, all written instructions issued by the Chairman dealing with the material so identified, including any requirement that employees of the Contractor or of any such subcontractor execute and deliver declarations relating to reliability screening, security clearances and other procedures.
- (4) Any proposed change in the security requirements after the effective date of the Contract that would involve a significant increase in cost to the Contractor shall require an amendment to the Contract under the provisions of section 4 (Amendments and Waivers).

14 Payment

- (1) Notwithstanding any other provision of the Contract, no payment shall be made to the Contractor unless and until:
 - (a) an invoice, inspection notes, certificates and any other documents required by the Contract have been submitted in accordance with the terms of the Contract and the instructions of the Chairman;
 - (b) all such documents have been verified by the Chairman;

GENERAL CONDITIONS

- (c) with respect to all parts of the Work in respect of which payment is claimed, the Contractor, where required to do so, has established to the satisfaction of the Chairman that such parts of the Work will be free from all claims, liens, attachments, charges or encumbrances; and
 - (d) in the case of payment in respect of finished Work, the finished Work has been inspected by the NCC and accepted as being in accordance with the Contract, including the Technical Specifications.
- (2) The Chairman shall notify the Contractor, within 15 working days of receipt of an invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period the date of the amount invoiced shall be postponed until the Contractor remedies the inadequacy to the satisfaction of the Chairman.
 - (3) Where a delay referred to in section 12 (Excusable Delay) has occurred, the Chairman may, at the Chairman's discretion, withhold all or a portion of any payment due to the Contractor until a "work-around" plan approved by the Chairman has been implemented in accordance with that section.

15 Changes in Taxes and Duties

- (1) In this section, "bid" includes a proposal, tender or offer submitted by the Contractor in response to an invitation from the Chairman.
- (2) Subject to subsection (3), in the event of any change (including a new imposition or repeal), on or after the date of submission of the bid, of any tax, customs or other duty, charge, or any similar imposition that is imposed under sales or excise tax legislation of the Government of Canada and which affects the cost to the Contractor of the Work, the Contract Price shall be adjusted to reflect the increase or decrease in the cost to the Contractor.
- (3) There shall be no adjustment under subsection (2) in respect of any change that would increase the cost to the Contractor of the Work if public notice of the change was given before the bid submission date in sufficient detail to permit the Contractor to have calculated the effect on its cost before that date.
- (4) The Contractor shall forward to the Chairman a certified statement showing the increase or decrease in cost to the Contractor that is directly attributable to the change in the imposition. The Chairman may verify the increase or decrease in cost by audit before or after the Contract Price is adjusted.
- (5) Notwithstanding subsections (2) to (4), no adjustment to the Contract Price in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for delivery of the Work or that part of the Work.

16 Discounts, Wastes and Spoilage

- (1) This section applies only to a Contract or part thereof that has a cost-reimbursable basis of payment.
- (2) The Contractor shall, as far as practicable, take all trade discounts, rebates, refunds of taxes and duties, credits, and other allowances available in carrying out the Work. In determining the cost of articles, materials and services of every kind to be paid by the NCC, all trade discounts, rebates, refunds of taxes and duties, credits and allowances not taken by the Contractor shall be deducted from gross costs, except those not taken through no fault or neglect on the part of the Contractor.
- (3) The Contractor shall carry out the Work as economically as possible and shall avoid waste and spoilage. Where, in the opinion of the Chairman, the character and value of spoiled or wasted materials constitutes mismanagement on the part of the Contractor, the cost of the spoiled and wasted materials shall, to the extent directed by the Chairman, not be considered to be part of the cost of the Work and the Contractor shall not be reimbursed thereof.

17 Inspection of the Work

- (1) The Work and any and all parts thereof shall be subject to such inspection as the Inspection Authority determines to be appropriate, consistent with the relevant provisions of the Contract, if any, prior to acceptance by the NCC. The Inspection Authority or its representatives shall have access to the Work at any time during working hours where any part of the Work is being carried out. Should the Work or any part thereof not be in accordance with the requirements of the Contract, the Inspection Authority shall have the right to reject the Work and require its correction or replacement at the Contractor's expense. The Inspection Authority shall inform the Contractor of the reasons for any such rejection in writing.

GENERAL CONDITIONS

- (2) The Contractor shall provide all assistance and facilities, test pieces and samples that the Inspection Authority may reasonably require for the carrying out of any such inspection, and the Contractor shall forward such test pieces and samples to such person or location as the Inspection Authority may direct. Inspection by the Inspection Authority shall not relieve the Contractor from responsibility to meet the requirements of the Contract.
- (3) No part of the Work shall be submitted for acceptance or delivery until it has been inspected and approved by the Contractor and, wherever practicable, marked with an approval stamp satisfactory to the Inspection Authority. The Contractor shall keep accurate and complete inspection records which shall, upon request, be made available to the Inspection Authority, who may make copies thereof and take extracts therefrom during the performance of the Contract and for any period of time thereafter provided for in the Contract.

18 Title to the Work

- (1) Except as otherwise provided in the Contract, and except as provided in subsection (2), title to the Work or any part thereof shall vest in the NCC upon delivery and acceptance thereof by or on behalf of the NCC.
- (2) Upon any payment being made to the Contractor for or on account of materials, parts, equipment, work-in-process or finished Work, either by way of progress payments or accountable advances or otherwise, title in and to all materials, parts, equipment, work-in-process and finished Work so paid for shall vest in and remain in the NCC unless already so vested under any other provision of the Contract.
- (3) Notwithstanding any vesting of the title referred to in this section and except as otherwise provided in the Contract, the risk of loss or damage to the materials, parts, equipment, work-in-process or finished Work or part thereof so vested shall remain with the Contractor until their delivery to the NCC in accordance with the Contract. The Contractor shall be liable for any loss or damage to any part of the Work caused by the Contractor or any Subcontractor after such delivery.
- (4) Any vesting of title referred to in subsection (2) shall not constitute acceptance by the NCC of the materials, parts, equipment, work-in-process or finished Work, and shall not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.
- (5) Where title to any materials, parts, equipment, work-in-process or finished Work becomes vested in the NCC, the Contractor shall, upon the Chairman's request, establish to the Chairman's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances and shall execute such conveyances thereof and other instruments necessary to perfect that title as the Chairman may request.

19 Warranty

- (1) Notwithstanding inspection and acceptance of the Work by or on behalf of the NCC and without restricting any other provision of the Contract or any condition, warranty or provision implied or imposed by law, the Contractor warrants that, for the periods set forth in the Terms of Reference of the Request for Proposal, the Work, **including all materials, parts and equipment purchased by the Contractor on behalf of the NCC**, shall be free from all defects in design, materials or workmanship, and shall conform with the requirements of the Contract, provided that with respect to Government Supply, the Contractor's warranty shall extend only to its proper incorporation into the Work.
- (2) In the event of a defect or non-conformance in any part of the Work during the warranty period defined in subsections (1) and (3), the Contractor, at the request of the Chairman to do so, shall as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- (3) The warranty period set out in subsection (1) shall be extended by the duration of any period or periods during the life of the warranty, including any such extension, in which the Work is unavailable for use or cannot be used because of a defect or non conformance referred to in this section, less the duration of any delay by the NCC in informing the Contractor of the defect or non conformance or in returning the Work or part thereof to the Contractor's plant. Upon returning the Work or part thereof to the NCC, the Contractor shall advise the Chairman in writing of the warranty period remaining, including any such extension.
- (4) The warranties set out in subsection (1) shall apply to any part of the Work repaired, replaced or otherwise made good pursuant to subsection (2), for the warranty period remaining under subsection (3). All of the provisions of subsection

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(2) to (4) of this section inclusive apply mutatis mutandis to any such part of the Work that is found during that period to be defective or not in conformance with the Contract.

20 Government Supply

- (1) All Government Supply shall be used by the Contractor solely for the purpose of the Contract and shall remain the property of the NCC, and the Contractor shall maintain adequate accounting records of all Government Supply, and, whenever feasible, shall mark the same as being the property of the NCC.
- (2) The Contractor shall take reasonable and proper care of all Government Supply while the same is in, on, or about the plant and premises of the Contractor or otherwise in its possession or subject to its control, and shall be responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.
- (3) All Government Supply, except such as is installed or incorporated into the Work, shall, unless otherwise specifically provided in the Contract, be returned to the NCC on demand.
- (4) All scrap and all waste materials, articles or things that are Government Supply shall, unless otherwise provided in the Contract, remain the property of the NCC and shall be disposed of only as directed by the Chairman.

21 Indemnity Against Third-party Claims

- (1) The Contractor shall indemnify and save harmless the NCC, the Chairman and their officers, servants, agents, workers and contractors from and against any damages, costs or expenses or any claim, action, suit or other proceeding which they or any of them may at any time incur or suffer as a result of or arising out of
 - (a) any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be or be alleged to be caused by or suffered as a result of the performance or supply of the Work or any part thereof, except that the NCC shall not claim indemnity under this section to the extent that the injury, loss or damage is due to the negligence of the NCC, and
 - (b) any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work-in-process or finished Work furnished to, or in respect of which any payment has been made by, the NCC.
- (2) The Chairman shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection (1) and the Contractor shall, to the extent requested by the the Senior Counsel of the NCC, at its own expense participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify the NCC for payment of any settlement unless it has consented to the settlement.

22 Royalties and Infringement

- (1) In this section, "Royalties" includes:
 - (a) licence fees and all other payments analogous to royalties for, and also claims for damages based upon, the use or infringement of any patented invention, registered industrial design, trade mark, copyrighted work, trade secret, or other intellectual property right, and
 - (b) any costs or expenses incurred as a result of the exercise by any person of moral rights defined in the Copyright Act, R.S.C. 1985, c. C-42.
- (2) The Contractor shall indemnify the NCC, the Chairman and their officers, servants, agents, workers and contractors from and against any claim, action, suit or other proceeding for the payment of Royalties, that results from or is alleged to result from the carrying out of the Contract or the use or disposal by the NCC of anything furnished by the Contractor under the Contract.
- (3) The Chairman shall give notice to the Contractor of any claim, action, suit or proceeding referred to in subsection (2) and the Contractor shall, to the extent requested by the Senior Counsel of the NCC, at its own expense, participate in or conduct the defence of any such claim, action, suit or proceeding and any negotiations for settlement of the same, but the Contractor shall not be liable to indemnify the NCC for payment of any settlement unless it has consented to the settlement.

GENERAL CONDITIONS

- (4) The Contractor shall notify the Chairman of all Royalties which it or any of its subcontractors will or may be obligated to pay or propose to pay in respect of carrying out the Contract, and the basis thereof, and the parties to whom the same are payable, and shall promptly advise the Chairman of any and all claims which would or might result in further or different payments by way of Royalties being made by the Contractor or any of its subcontractors.

23 The NCC to Own Copyright

- (1) In this section,

"Material" includes anything that is prepared, developed or conceived by the Contractor as part of the Work under the Contract, and in which copyright subsists, and does include computer programs and related software documentation;

"moral rights" has the same meaning as in the Copyright Act, R.S.C. 1985, c. C-42.

- (2) Copyright in the Material shall vest in the NCC.
- (3) At the completion of the Contract, or at such other time as the Contract or the Chairman may require, the Contractor shall fully and promptly disclose to the Chairman all Material prepared, developed or conceived under the Contract.
- (4) The Contractor hereby acknowledges and agrees that the copyright in any Material vests in the NCC under the Contract, the Contractor hereby assigns whatever right, title and interest it has in the ownership of the Material to the NCC. The Contractor agrees to execute such conveyances and other documents relating to title or copyright as the Chairman may require.
- (5) The Contractor shall not use, copy, divulge or publish any Material except as it is necessary to perform the Contract.
- (6) The Contractor shall provide to the NCC, at the commencement of the Contract, and at any time that a new person commences working on the Work or contributing to the Material, an executed copy of an assignment and waiver of moral rights, in the form attached as Appendix "E" - Assignment and Release, from every person contributing to the Material.
- (7) If the Contractor is the author of the Material, the Contractor hereby permanently waives the Contractor's moral rights in respect of the Material.

24 Suspension of the Work

- (1) The Chairman may at any time, by written notice, order the Contractor to suspend or stop all or part of the Work under the Contract for a period of up to 180 days. The Contractor shall immediately comply with any such order in the manner that minimizes the cost of so doing. While such an order is in effect, the Contractor shall not remove any part of the work from any premises without the prior written consent of the Contracting Authority. At any time prior to the expiration of the 180 days, the Chairman shall either rescind the order or terminate the Contract, in whole or in part, under section 25 (Default by the Contractor) or section 26 (Termination for Convenience).
- (2) When an order is made under subsection (1), unless the Chairman terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor shall be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit thereon.
- (3) When an order is made under subsection (1) and is rescinded:
- (a) the Contractor shall as soon as practicable resume Work in accordance with the Contract;
 - (b) if the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for the performance of that part of the Work affected by the suspension shall be extended for a period equal to the period of suspension plus a period, if any, which in the opinion of the Chairman following consultation with the Contractor is reasonably necessary for the Contractor to resume the Work; and
 - (c) subject to section 4 (Amendments and Waivers), an equitable adjustment shall be made as necessary to affected terms and conditions of the Contract.

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25 Default by the Contractor

- (1) Where the Contractor is in default in carrying out any of the terms, conditions, covenants or obligations of the Contract or has made a false representation or warranty, the Chairman may, upon giving written notice to the Contractor, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Chairman within that cure period.
- (2) Where the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Chairman may, upon giving written notice to the Contractor, immediately terminate for default the whole or any part of the Contract.
- (3) Upon the giving of a notice provided for in subsection (1) or (2), the Contractor shall have no claim for further payment from the NCC other than as provided in this section, but shall be liable to the NCC for any and all amounts, including milestone payments, paid by the NCC and for all losses, costs, expenses and damages which may be suffered by the NCC by reason of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the NCC in procuring the Work from another source and including all losses, costs, expenses and damages arising due to the NCC's contracts or arrangements with third parties. Nothing in this section affects any obligation of the NCC under the law to mitigate damages.
- (4) Upon termination of the Contract under this section, the Chairman may require the Contractor to deliver to the NCC, in the manner and to the extent directed by the Chairman, any completed parts of the Work which have not been delivered and accepted prior to the termination and any materials, parts, or work-in-process which the Contractor has acquired or produced specifically in the fulfillment of the Contract.
- (5) Subject to the deduction of any claim that the NCC may have against the Contractor arising under the Contract or out of the termination thereof, the NCC shall pay or credit to the Contractor the value, determined on the basis of the Contract Price including, the proportionate part of the Contractor's profit or fee included in the Contract Price, of all completed parts of the Work which will have not previously been paid for by the NCC and shall pay or credit to the Contractor the cost to the Contractor that the Chairman considers reasonable in respect of all materials, parts or work-in-process delivered to the NCC pursuant to a direction under subsection (4) and accepted by the NCC.
- (6) Title to all materials, parts, work-in-process and finished Work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in the NCC unless already so vested under any other provision of the Contract, and such materials, parts, work-in-process and finished Work shall be delivered according to the order of the Chairman, but the NCC will not accept and will not pay for materials, parts, or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
- (7) Where, subsequent to issuance of a notice pursuant to subsection (1), the Chairman is satisfied that grounds did not exist for a termination under this section, the notice shall be deemed a notice of termination for convenience issued under subsection 26(1) (Termination for Convenience).

26 Termination for Convenience

- (1) Notwithstanding anything contained in the Contract, the Chairman may, at any time prior to the completion of the Work, by giving written notice to the Contractor (hereinafter sometimes referred to as a "termination notice"), terminate the Contract as regards all or any part of the Work not completed. Upon a termination notice being given, the Contractor shall cease work (including the manufacture and procuring of materials for the fulfilment of the Contract) in accordance with and to the extent specified in the notice, but shall proceed to complete such part or parts of the Work as are not affected by the termination notice. The Chairman may, at any time or from time to time, give one or more additional termination notices with respect to any or all parts of the Work not terminated by any previous termination notice.
- (2) In the event of a termination notice being given pursuant to subsection (1), the Contractor shall be entitled to be paid, to the extent that costs have been reasonably and properly incurred for purposes of performing the Contract and to the extent that the Contractor has not already been so paid or reimbursed by the NCC:

GENERAL CONDITIONS

- (a) on the basis of the Contract Price, for all completed Work that is inspected and accepted in accordance with the Contract, provided such work was completed before, or in compliance with the instruction contained in, the termination notice;
 - (b) the cost to the Contractor plus a fair and reasonable profit thereon, for all work-in-process terminated by the termination notice before completion;
- (3) The Chairman may reduce the payment in respect of any of the Work to the extent that, upon inspection, it is deficient in meeting the requirements of the Contract.
 - (4) Notwithstanding anything in subsection (2), the total of the amounts to which the Contractor is entitled under paragraphs (2)(a) and (b) inclusive, together with any amounts paid or due or becoming due to the Contractor under other provisions of the Contract, shall not exceed the proportion of the price quoted by the Contractor for all of the Work that is reasonably attributable to the proportion of the Work performed to the effective date of the termination.
 - (5) In the procuring of materials and parts required for the performance of the Contract and in the subcontracting of any of the Work, the Contractor shall, unless otherwise authorized by the Chairman, place purchase orders and subcontracts on terms that will enable the Contractor to terminate the same upon terms and conditions similar in effect to those provided in this section and, generally, the Contractor shall co-operate with the Chairman and do everything reasonably within its power at all times to minimize the amount of Canada's obligations in the event of a termination under this section.
 - (6) Title to all materials, parts, work-in-process and finished Work in respect of which payment is made to the Contractor shall, upon such payment being made, pass to and vest in the NCC unless already so vested under any other provision of the Contract, and such materials, parts, equipment, work-in-process and finished Work shall be delivered according to the order of the Chairman, but the NCC will not accept and will not pay for materials, parts, equipment, or work-in-process that would not have been required to perform the Work or that exceed what would have been required to perform the Work.
 - (7) The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of, or directly or indirectly arising out of, any action taken or termination notice given by the Chairman under this section, except to the extent that this section expressly provides.

27 Accounts and Audit

- (1) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor in connection therewith, and shall keep all invoices, receipts and vouchers relating thereto. The Contractor shall not, without the prior written consent of the Chairman, dispose of any such accounts, records, invoices, receipts or vouchers until the expiration of 6 years after final payment under this Contract, or until the settlement or all outstanding claims and disputes, whichever is later.
- (2) All such accounts and records as well as any invoices, receipts and vouchers shall at all times during the retention period referred to in subsection (1) be open to audit, inspection and examination by the authorized representatives of the Chairman, who may make copies and take extracts thereof. The Contractor shall provide all facilities for such audits and inspections and shall furnish, at its cost, all such information as the representatives of the Chairman may from time to time require with respect to such accounts, records, invoices, receipts and vouchers.

28 Notice

Any notice required under the terms of the Contract shall be in writing and may be delivered by hand or by courier, by registered mail, or by facsimile or other electronic means that provides a paper record of the text of the notice, addressed to the Party for whom it is intended at the address in the Contract or at last address of which the sender has received notice in accordance with this section. Any notice shall be deemed to be effective on the day it is received at that address.

29 Member of the House of Commons

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

GENERAL CONDITIONS

30 Conflict of Interest

The Contractor agrees that it is a term of the Contract that no former public office holder of the Government of Canada, who is not in compliance with the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders, shall derive any direct benefit from this Contract.

31 No Bribe

(1) The Contractor represents and covenants:

- (a) that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the NCC or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract; and
- (b) that the Contractor has not employed or engaged any person to solicit or secure the Contract upon any agreement for a commission, percentage, brokerage, or contingent fee, except bona fide commercial or selling representatives employed by the Contractor or engaged by the Contractor consistent with industry practice.

32 Survival

All of the Contractor's obligations of confidentiality and all of the Contractor's representations and warranties set out in the Contract as well as the provisions of section 7 (Technical Specifications), 19 (Warranty), 20 (Government Supply), 21 (Indemnity against Third-Party Claims), 22 (Royalties and Infringement), 23 (The NCC to Own Copyright) and 27 (Accounts and Audit) shall survive the expiry of the Contract or the termination of the Contract for default, for convenience, pursuant to subsection 12 (Excusable Delay), or by mutual consent, as shall any other provision of the Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to so survive.

33 Severability

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Contract and all other provisions of the Contract shall remain in full force and effect.

34 Successors and Assigns

The Contract shall enure to the benefit of, and shall be binding upon, the successors and permitted assignees of the NCC and of the Contractor.

35 Entire Agreement

The Contract constitutes the entire and sole agreement between the parties with respect to the subject matter of the Contract and supersedes all previous negotiations, communications and other agreements, whether written or oral, relating to it, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the parties other than those contained in the Contract.

36 Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than two million (\$2 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

Federal Contractors' Program for Employment Equity



Human Resources and
Skills Development Canada

Ressources humaines et
Développement des compétences Canada

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats
fédéraux

OFFICIAL USE ONLY

Certificate N° :

Certificate of Commitment to Implement Employment Equity

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

CRITERIA FOR IMPLEMENTATION FEDERAL CONTRACTORS PROGRAM

Criterion 1: Communication of Employment Equity to Employees

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

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

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

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

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

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

HRSDC Internet site at:

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

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

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

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

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

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

Reference: *Employment Equity Act*, Section 15

Criterion 3: Collection of Workforce Information

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

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

The above workforce data must be further broken down by:

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

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

When designing a self-identification survey, contractors should follow the format established in the *Employment Equity Regulations*.

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

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

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by:

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

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

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

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

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

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

Criterion 5: Employment systems Review

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

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

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

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

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

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing:

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

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

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

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

The goals must consider:

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

Criterion 6: Establishment of Goals (continued)

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

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

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

Criterion 7: Development of an Employment Equity Plan

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

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

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

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

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

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

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

Criterion 8: Adoption of Special Measures and Reasonable Accommodation

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

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

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

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

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

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

Criterion 9: Establishment of a Favourable Work Environment

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

Positive policies and practices may include:

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

Reference: *Employment Equity Act, Section 2*

Criterion 10: Adoption of Monitoring Procedures

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

The description of the monitoring system should include:

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

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

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

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

Criterion 11: Authorization to Enter Premises

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

The HRSDC – Labour officer should have access to:

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

Reference: *Employment Equity Act, Section 23*

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

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

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

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

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

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

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

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

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

E-mail address / Adresse courriel :

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

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

IMPORTANT

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

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

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

Supplier Tax Information

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

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

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

Direct payment information

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

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

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

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

The advantages of direct payment

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

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

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

Renseignements sur les fournisseurs aux fins d'impôt

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

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

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

Renseignements sur le paiement direct

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

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

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

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

Avantages du paiement direct

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

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

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