

**Invitation to Tender
General Service**

NCC FILE NO. **NG232**
NO DE DOSSIER DE LA CCN:

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:</p> <p>Nicole Galipeau TEL - TÉL: 613-239-5678 ext 5191 Email : nicole.galipeau@ncc-ccn.ca</p>	<p>NCC CONTRACT NO.:</p> <p>BID CLOSING/CLÔTURE DE L'OFFRE: September 4, 2013 at 3:00 p.m. Ottawa time</p>
<p>RETURN ORIGINAL Submit tender on this form and return it to: RENOYER L'ORIGINAL Veuillez soumissionner en vous servant de la présente formule et la retourner au: →</p>	<p>Senior Contract Officer – Nicole Galipeau National Capital Commission 202-40 Elgin St. Ottawa, ON K1P 1C7</p> <p>Reference no. NG232</p>
<p>DESCRIPTION OF SERVICES: Services de soutien électrique pour événements et projets spéciaux</p>	<p>DELIVERY LOCATION: Ottawa, Ontario and Gatineau, Québec</p>

1. OFFER

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

2. GENERAL AGREEMENT The Contractor agrees:

- 2.1. **To provide all services as per terms of reference and to commence work upon notification to March 31, 2015. If all option years are exercised, the contract will terminate on March 31, 2018.**
- 2.2. to provide at his own cost the following securities:
 - (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **0%**;
 - (b) upon notification of acceptance of tender if requested to do so, a Performance Bond for **50%** of the value of the first year of the contract and a Payment of Labour and Material Bond for **0%** of the value of the contract or "Cash" in the amount of **20%**;
- 2.3. that this Offer and Agreement, the Plans and Specifications referred to in Clause 1 above, the instructions to bidders, the general conditions, occupational health and safety requirements, fair wages and hours of labour conditions (http://www.hrsdc.gc.ca/eng/labour/employment_standards/contracts/schedule/index.shtml), and all Addenda shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 2.4. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the NCC
- 2.5. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the NCC, constitute a binding contract between the Contractor and the NCC.

- 2.6. Bonds shall be in an approved form, properly completed, with original signature(s) and issued by an approved company whose bonds are acceptable to the NCC either at the time of solicitation closing or as identified on the list displayed at the following Website: <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12027§ion=text#L>

3. TENDER

- 3.1. Contractors shall provide the following with his/her tender to be deemed valid:

- **MANDATORY REQUIREMENTS:** Copy of the ESA and RBQ permits in good standing as indicated in section 13 of the Terms of Reference.

- 3.2. The Contractor agrees that the following is (are) the **all-inclusive unit / lump sum prices excluding taxes** referred to in clause above.

Services de soutien électrique pour événements et projets spéciaux

Bidder to transfer "Grand Total for 4 years" from the *Pricing Schedule (Appendix 2)*.

Total Amount of Tender \$ _____

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

- 3.3. Basis of award will be the bidder who meets all terms and conditions and provides the lowest total amount including taxes. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.
- 3.4. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at nicole.galipeau@ncc-ccn.ca or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191,. Except for the approval of alternative materials as described in the General Instructions to Bidders, enquiries should be received no later than seven (7) business days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.
4. The attached the General Conditions (9 pages), the Occupational Health and Safety Requirements (5 pages), the Security Requirements (2 pages), and the Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.

5. SECURITY REQUIREMENTS

Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, the Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

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

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

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

Contractor's Name and Address – Nom et adresse de l'entrepreneur

Print Name - Nom en caractère d'imprimerie

Signature

Date

Witness Signature – Signature du témoin

Telephone no. /No. de téléphone : _____

Fax no. / No. de télécopieur : _____

Email / Courriel : _____

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

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

WITNESS SIGNATURE / SIGNATURE DU TÉMOIN

INVOICING:

Send the original invoice and 1 copy to:

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

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

FACTURATION :

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

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

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

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

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

TERMS OF REFERENCE

Electrical Support Services for Various Special Events and Projects

1. INTRODUCTION

The National Capital Commission (NCC) annually produces a variety of events such as Canada Day, Winterlude, and Christmas Lights across Canada in addition to supporting other events. The NCC is seeking a professional electrical contractor for support services in producing these events. Support will consist of but not limited to the delivery, installation, monitoring and the removal of electrical equipment as described in these Terms of Reference.

NOTE: Following the adoption of the Economic Action Plan 2013 Act, No.1, (Bill C-60), S.C., 2013, c.33, (the "Act") implementing the 2013 Federal Budget, the National Capital Commission's event and activity mandate will be transferred to the Department of Canadian Heritage. As provided for under section 219 of the Act, and to the extent that they relate to the activity and event mandate, the NCC's assets will be transferred to and the NCC's obligations will be assumed by Her Majesty in right of Canada, as represented by the Minister of Canadian Heritage, effective September 30, 2013.

The contract resulting from this RFP/ITT falls within the framework of the services that are being transferred to Canadian Heritage"

2. DEFINITIONS

- 2.1. **NCC:** Refers to a Crown Corporation of the Canadian Federal Government created by the *National Capital Act*.
- 2.2. **Contractor:** Refers to the company that will be contracted by the NCC to perform the functions defined and described in these terms of reference.

3. CONTRACT DURATION

This contract will be for a one-year period starting April 1, 2014 with three (3) individual one-year options to extend by mutual agreement and at the prices quoted for this call for tenders. The Contractor agrees to begin operations according to the dates in this document, in agreement with the NCC, consultants, suppliers and other parties involved in the project.

4. SERVICES REQUIRED

The Contractor will be required for:

- 4.1. Delivery and installation of temporary electrical equipment for events as stipulated in these terms of reference;
- 4.2. Supply all qualified personnel and equipment needed to meet objectives as stipulated in these terms of reference;
- 4.3. Provide support to the NCC during the planning and implementation phases of the events/venues;
- 4.4. Maintain in good working order the NCC inventory;
- 4.5. Perform occasional non specified maintenance duties at additional cost;
- 4.6. Manufacturing and or modification of inventories as needed at additional costs.

5. ROLES AND RESPONSABILITIES

5.1. CONTRACTOR'S RESPONSABILITIES

- 5.1.1. Transport equipment from 80 Bayview or local supplier to NCC event;
- 5.1.2. Install, secure and maintain NCC and sub rented equipment during event;
- 5.1.3. Remove in a timely fashion NCC and sub rented equipment and return to its owner;
- 5.1.4. Manage incoming and outgoing NCC inventory with the coordination of inventory control software;
- 5.1.5. Supply all specialized personnel and equipment required to deliver, install, maintain, remove and transport;
- 5.1.6. Inform the NCC of any discrepancy between requested and or supplied equipment and contact the technical coordinator to obtain approval of the equipment;
- 5.1.7. Coordinate and supervise the preparation of equipment before its delivery to the event site, ensure that it is functional and that it will be maintained throughout the event;
- 5.1.8. Supervise his/her employees throughout the duration of the event;
- 5.1.9. To obtain and provide copies of all work permits, inspection certificates, etc., where deemed necessary by law; (trailer hook ups)
- 5.1.10. To supply all small electrical supplies such as tape, marettes, tie wraps, etc.

5.2. THE NCC'S RESPONSABILITIES

- 5.2.1. Maintain liaison with the Contractor to establish and revise procedures to enable the latter to complete the work;
- 5.2.2. Supply the Contractor with a revised list of deliverables and a work schedule for each event;
- 5.2.3. Ensure general safety on the site;
- 5.2.4. Make the final decision on all technical questions and schedules.

6. FLEXIBILITY AND CHANGES

- 6.1. The NCC has included all information known (description of activities, required inventories and schedules if applicable) on the date of issuing this call for tender. Certain changes will be necessary and will be negotiated in good faith. These changes will be submitted to the Contractor in writing where time permits, or verbally in extreme cases only.
- 6.2. The NCC reserves the right to change sites, events and activities and will notify the Contractor within a reasonable time frame. The NCC will not be responsible for any additional costs resulting from these changes.

- 6.3. Any change to equipment requests that results in an additional cost will require the prior written approval of the NCC representative. The attached equipment list and work schedule (Annex 1) are to be used as a reference.
- 6.4. The Contractor may not sub-contract this contract (in whole or in part) without the authorization of the NCC. All sub-contractors shall be mentioned in the tender document. The NCC reserves the sole right to approve sub-contractors.

7. OTHER NCC EVENTS

The NCC reserves the right to requests additional work given to the Contractor for equipment and/or personnel for any other NCC event. The NCC also reserves the right to select other contractors to execute other work of the same nature not identified in these terms of reference.

8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1. When performing work for the NCC, the Contractor shall comply with all federal, provincial and municipal laws and regulations concerning occupational health and safety. When federal, provincial and municipal provisions treat the same provision differently, the Contractor shall comply with the strictest provision.
- 8.2. The Contractor acknowledges having been notified by the NCC that the sites on which the work is to be performed may be considered "construction sites" pursuant to federal, provincial and municipal regulations, and that the Contractor may be subject to all federal, provincial and municipal laws and regulations regarding occupational health and safety in the construction industry.
- 8.3. The Contractor shall be responsible for all costs resulting from the Contractor's compliance with federal, provincial and municipal laws and regulations regarding occupational health and safety (including occupational health and safety in the construction industry).

9. LICENCES, PERMITS AND BY-LAWS

- 9.1. The Contractor shall make himself fully acquainted with all provincial, local and other by-laws relating to the work of the Contract, as he will be required to comply with such by-laws without extra compensation of any nature. Obtain and pay for permits and other such licenses required for this project and also pay for any other charges incidental to such permits.
- 9.2. The Contractor shall ensure that all equipment used at NCC events complies with regulations put in place by the various government levels (CSA, ULC, ESA (Electrical Safety Authority), etc.)
- 9.3. The Contractor shall obtain and assume the cost of all necessary inspections for his/her equipment, installations, connections or other, when applicable. The NCC may demand the replacement of any non-conforming equipment and or installation if supplied and or installed by him. These changes will at the contractor's expense and in accordance with established deadlines.
- 9.4. The NCC reserves the right to request supporting documents to prove the conformity of rented equipment proposed by the Contractor.

10. EQUIPMENT LIST

- 10.1. The attached equipment list (annex 1) is to be used as a reference. The list was established on the basis of previous events, and according to the information available to date. This list will be used to estimate service costs for this tender. The prices submitted shall be based on this list and will be used to determine the successful bidder.

11. SCHEDULES

- 11.1. The schedules in annex 1 are to be used for reference only. The revised schedules for each event will be communicated to the Contractor within a reasonable time frame, prior to each event.
- 11.2. The installation and dismantling schedule provided for each activity represents the time frame allotted for the installation and dismantling of the system in the event production schedule. They are based on previous events, according to the information available. The Contractor is responsible for evaluating the number of man hours required for equipment handling.

12. DRESS CODE

The NCC may determine a dress code for technicians working at an event. It will be the Contractor's responsibility to provide the technician with the appropriate clothing and ensure its personnel respect the requirement.. In this case, all involved will be required to wear black trousers and black shirt or golf polo with no predominant logo.

13. MANDATORY REQUIREMENTS

It is a **MANDATORY** requirement that all Contracting firms submitting possess a valid ESA and RBQ license and that all electricians working on this contract be licensed by the province where the work is being performed. Copies of the ESA and RBQ permits in good standing must be included with this tender for validation to qualify.

14. PRICING SCHEDULE AND AWARD

- Tenderers shall use Annex 2 to submit their bid.
- Prices submitted shall be based on the requirements described in this document and more particularly for the requirements outlined in the list provided in Annex 1.
- All prices must include, but not limited to, labour, transportation of equipment and personnel, supplies, work permits, inspection certificates.

Following the verification of the Mandatory requirement, the award of this contract will be based on total lowest total cost including taxes for all four years.

ANNEX 1 – EQUIPMENT LIST BY EVENT BY LOCATION

1. CANADA DAY

- Canada Day festivities include activities found in Jacques Cartier Park (Gatineau, QC) and in Major Hill Park (Ottawa, ON).
- Electrical services for Parliament Hill are entirely handled by Public Works and Government Services Canada.
- The NCC will require an on-site technician who will be familiar with all electrical installations for troubleshooting and repair in the event of a failure within the system during the festivities of July 1ST.
- The installation required for emergency services must be handled in the early morning of July 1st after street closure.
- All necessary equipment to support this program is in inventory at NCC's 80 Bayview warehouse.
- Installations on Sappers Bridge and the War Memorial must be executed once the road closures are in place and removed immediately after the event

1.1. Major's Hill Park

LINE ITEM	QTY	DESCRIPTION
1	1	200 feet of three phase 5 wire 4/0 from 200 amp disconnect located in electrical kiosk under look out to stage lighting (must install supplied cable mats at walkway locations)
2	1	200 feet of three phase 5 wire 2/0 from 100 amp disconnect located in electrical kiosk under look out to stage audio (must install supplied cable mats at walkway locations)
3	1	Grounding of mobile stage (contractor to supply grounding equipment)
4	2	100 amp single phase trailer panels fed from power bollard PB 8 C13 C14 (1 50 foot #2/4 SO)
5	1	50 foot 50 amp single phase trailer tails from above panel C13 to production trailer(hardwire to meter base)
6	1	75 foot 50 amp single phase trailer tail from above panel C14 to microwave truck (hardwire to meter base)
7	1	100 foot #10/4 SOOW trailer tail from above 1 phase panel at C14 to Broadcast trailer
8	1	20 amp circuit from above panel to refrigeration unit
9	1	Pony panel c/w 50 foot #10/4 SOOW twist lock from above 1 phase panel at C13 to Artist green tent
10		Install temporary lighting in tent
11	1	Pony panel c/w 150 foot #10/4 SOOW twist lock from above 1 phase panel at C14 to Merchandising area
12	1	100 amp single phase panel c/w 100 foot 2/4 SO fed from power bollard PB 4 C5 to Lower Bowl green tent
13	1	Pony panel c/w 100 foot #10/4 SOOW twist lock from above panel at C5 to Lower Bowl stage
14	1	250 foot #10/4 SOOW twist lock from above panel to guard booth
15	1	100 amp single phase panel c/w 150 foot 2/4 SO fed from power kiosk at Mackenzie entrance to volunteer tent
16	2	15 amp circuits from above panel fed from kiosk to volunteer tent
17		Install temporary lighting in tent
18	1	Pony panel c/w 100 foot 10/4 twist from above panel at volunteer tent to lost children tent
19		Install temporary lighting in tent
20	1	150 foot #10/4 SOOW twist lock from above panel at volunteer to souvenir chalet
21	1	20 amp circuit from above panel to refrigeration unit
22		Install temporary lighting in tent

LINE ITEM	QTY	DESCRIPTION
23	1	100 amp three phase panel fed from PB2 C4 c/w100 foot #2/4 SO over walkway to sponsor zone
24	1	Pony panel c/w 100 foot #10/4 SOOW twist lock from above panel at C4 to sponsor
25	1	Pony panel c/w 10 foot #10/4 SOOW twist lock from above panel at C4 to sponsor
26	2	Pony panel c/w 50&100 foot #10/4 SOOW twist lock from above panel at C4 to sponsor
27		Install cable mats where cables cross walkway
28	1	100 amp single phase panel c/w 175 foot #2/4 SO fed from PB3 C5 through pull pit to central village
29	2	Pony panels c /w 100 foot 10/4 twists from above panel at PB 3 C5 to partners
30	1	50 foot 12/3 u ground from lamp post to information kiosk
31	1	100 amp single phase panel c/w 75 foot #2/4 SO from PB5
32	1	150 foot 50 amp single phase trailer tails from above panel C13 to first aid trailer(hardwire to meter base)
33		Install temporary lighting in tent and cable mats where cables cross walkways
34	1	100 amp single phase panel at power bollard PB 1 C1
35	1	Pony panels c /w 100 foot 10/4 twists from above PB1 C1 to Chicken Farmers area
36	1	150 foot #10/4 SOOW twist lock from above PB1 C1 to souvenir chalet
37	1	100 amp single phase panel c/w 125 foot #2/4 SO fed from power bollard PB 1 C2 to VIP tent area
38		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

1.2. Jacques Cartier Park

LINE ITEM	QTY	DESCRIPTION
1	1	100 feet of three phase 4/0 from 400 amp disconnect located in electrical bollard P 2
2	1	100 feet of three phase 2/0 from 200 amp disconnect located in electrical bollard P 2
3	1	Grounding of mobile stage (contractor to supply grounding equipment)
4	1	100 amp three phase trailer panels fed from power bollard P 2
5	1	50 foot 50 amp single phase trailer tails from above panel at P 2 to production trailer(hardwire to meter base)
6	1	Pony panel c/w 25 foot 10/4 twist from above panel at P 2 to artist green room tent
7	1	20 amp circuit c/w 50 foot extension from above panel at P2 to mobile refrigeration unit
8	1	20 amp circuit c/w 50 foot extension from above utility panel at bollard P 2 to ice freezer
9	1	150 KVA transformation/distribution Trailer c/w 50 foot 2/0
10	1	200 amp three phase concession panel fed from power bollard P 1(concessionaires do their own tie in)
11	1	100 amp three phase panel fed from power bollard P 4
12	2	15 amp circuit c/w 25 foot extension from above panel at P 4 to lost children tent
13	1	Install temporary lighting in tent
14	1	15 amp circuit from above panel at P 4 to info kiosk
15	1	Install temporary lighting in kiosk
16	1	100 amp three phase panel fed from power bollard P 3
17	1	100 foot 60 amp single phase trailer tail from above panel at P 3 to St Johns Ambulance Trailer
18	1	100 amp three phase panel fed from power bollard P 6
19	1	Pony panel c/w 50 foot #10/4 SOOW twist lock from above panel at P 6 to volunteer tent
20	1	Install temporary lighting in tent
21	1	20 amp circuit from above panel at P6 to volunteer for mobile refrigeration unit
22	1	100 three phase panel fed from power bollard P 12
23	2	Pony panels c /w 100 foot #10/4 SOOW twist lock from above panel at P 10 to secondary stage
24	1	Pony panels c /w 100 foot #10/4 SOOW twist lock from above panel at P 10 to Green Room
25	1	Pony panels c /w 100 foot #10/4 SOOW twist lock from above panel at P 10 to partners tent

LINE ITEM	QTY	DESCRIPTION
26	1	100 amp three phase panel fed from power bollard P 5
27	1	Pony panel c/w 50 foot 10/4 twist from above panel at P 5 to Merchandising tent
28	1	Install temporary lighting in tent
29	1	15 amp circuit from above panel at P 5 to lemonade stand
30	1	100 amp three phase panel fed from power bollard P 8
31	1	Pony panel c/w 50 foot 10/4 twist from above panel at P 8 to Astral Media tent
32		Install temporary lighting in tent
33	2	15 amp circuits from above panel at P 8 to activity zone
34	1	100 amp three phase panel fed from power bollard P 10
35	1	15 amp circuit from above panel at P 10 to Teletoon
36	1	100 amp three phase panel fed from power bollard P 14
37	2	Pony panels c /w 50 and 100 foot #10/4 SOOW twist lock from above panel at P 14 to Inflatable
38	1	15 amp circuit from above panel at P 14 to Circus
39		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

1.3. Off Site

1.3.1. Astrolabe Fireworks

LINE ITEM	QTY	DESCRIPTION
1	1	150 foot #10/4 SOOW twist lock from bunker to operation kiosk at top of hill
2	1	Pony panel c/w 150 foot #10/4 SOOW twist lock from bunker
3		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

1.3.2. EMS at Sappers Bridge

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp three phase panel fed from bridge power bollard (beside Paul's Boat Line Kiosk)
2	1	Pony panel c/w 50 foot #10/4 SOOW twist lock from above panel to EMS location
3	1	100 amp three phase panel fed from southeast Cenotaph power bollard
4	1	Pony panel via existing #10/4 SOOW twist lock in conduit from above panel to EMS location
5		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

1.4. SCHEDULE

- Installation begins 10 days prior to the event and all electrical infrastructures (panels and their respective feeds) must be completed no later than June 28.
- Work is ongoing until June 30 as site equipment arrives.
- Dismantling starts on July 2 and must be completed in the next seven (7) days.

2. CHRISTMAS LIGHTS ACROSS CANADA

- All lighting utilized in the Christmas Lights across Canada program is controlled by a timer/contactor system. When such equipment is not present a portable in line or panel timer/contactor must be installed.
- The contractor is responsible for all initial time clock settings and two resets of these timers systems throughout the event.
- Other responsibilities include connections of 10/4 twist lock cables installed to existing pony panels to the distribution panels you have
- Precaution must be taken when lying cabling to prevent the freezing in.
- Cable mats and pull pits when installed in place must be utilized when crossing walkway
- All distribution panels and contactors must also be secured to bollards using a chain and padlock system.
- Equipment located at Jacques Cartier Park, Confederation Park and Rideau Canal Park will remain installed for the duration of Winterlude.
- All other equipment used for this program will be relocated in a timely fashion after the event to support Winterlude activities.
- All necessary equipment to support this program is in inventory at our 84 Bayview warehouse.

2.1. Major's Hill Park

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp single phase panel + contactor at bollard PB-7 (u grounds to tree 1)
2	1	100 amp single phase panel + contactor at bollard PB-5 (u grounds to tree 2)
3		Above bollards fed from DC-2 building under look out
4	1	100 amp single phase panel at bollard Mackenzie entrance kiosk (u grounds to tree 3)
5		Above bollard fed from adjacent transformer
6	1	100 amp single phase panel at bollard PB-2 (u grounds to trees 4/5)
7	1	100 amp single phase panel at bollard PB-1 (u grounds to trees 6/7)
8		Above bollards fed from DC-1 kiosk beside Chateau Laurier parking
9		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

2.2. War Memorial

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp three phase panel at southwest bollard (u grounds to trees 2/4/5)
2	1	50 foot U ground from southwest bollard panel through pull pit under pathway (tree 1)
3	1	100 foot #10/4 SOOW twist lock from southwest panel to existing pony panel (u ground to trees 7/8/9/10/11/12/13)
4	1	100 amp three phase panel at southeast bollard (u grounds to trees 14/15)
5	1	50 foot U ground from southeast bollard panel through pull pit under pathway (tree16)
6		Bollards fed from Sappers Bridge vault pane/contactor F
7		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

2.3. Rideau Canal Park

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp three phase panel at bollard PB-1 (u ground to trees 1/2/3)
2	1	125 foot U ground from PB-1 panel through pull pit under pathway (u grounds to tree 8)
3	1	100 amp three phase panel at bollard PB-2 (u grounds to tree 5)
4	1	160 foot #10/4 SOOW twist lock from PB-2 panel to existing pony panel (u grounds to trees 6/7)
5		Bollards fed from kiosk located under Sappers Bridge pane/contactor D2
6		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

2.4. Confederation Park/Nava Monument

LINE ITEM	QTY	DESCRIPTION
		Zone A
1	1	100 amp three phase panel c/w 100 single phase outlet at bollard PB-8 (u ground to tree 2)
2	1	100 amp single phase panel at tree 3 c/w 150 foot #2/4 SO pin & sleeve extension fed from above 3 phase panel PB-8 (u grounds to tree 1/3)
3		Nava Monument
4	1	100 amp three phase panel c/w contactor at bollard PB-6 (u ground to trees 4/5+NAVA shrubs)
		Zone B
5	1	100 amp three phase panel c/w 100 single phase outlet at bollard PB-7 (u ground to tree 6)
6		100 single phase plug to be utilized for Winterlude activities
		Zone C
7	1	100 amp single phase panel + contactor at bollard PB-1 (u ground to tree 7)
8	1	100 foot #10/4 SOOW twist lock from above panel at PB-1 to existing pony panel (tree 8)
		Zone D
9	1	100 amp single phase panel + contactor at bollard PB-2 (u ground to trees 9&10))
10		Above bollards fed from kiosk located under Mackenzie street (north wall)
11		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc

2.5. Jacques Cartier Park (Québec)

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp three phase panel at Bollard M-5 (u grounds to trees 1/2/3)
2	1	100 amp three phase panel at Bollard M-6 (u grounds to trees 4/5)
3	1	100 amp three phase panel at Bollard M-7 (u grounds to trees 6/7)
4	1	100 amp three phase panel at Bollard M-8 (u grounds to tree 8)
5		Above bollards fed by contactor in DC-3 kiosk located in front of Maison Charon
6	1	100 amp 1 phase panel + contactor at Maurice Richard electrical kiosk (u grounds to pines behind statue)
7		All necessary support equipment such cable mats crossover ramps etc.

2.6. SCHEDULE

- The illumination ceremony which starts the program is usually held on the first Thursday of December.
- The electrical infrastructure must be completed two weeks before the launch. This enables the lighting installation contractor to test all circuiting and lamp continuity.

- The electrical contractor must be available for troubleshooting of the electrical infrastructure during the installation as well as for the duration of the program.
- The day of the launch, all timers must be set to turn on at 18:30 and off at 01:00.
- The following day (after lighting ceremony) the timers must be reset to turn on at 16:30 and off at 01:00.
- The program comes to an end on the second Sunday of January.
- Dismantling must be completed no later than one week after the event.

3. WINTERLUDE

- Winturlude is an outdoor winter festival held during the first two weeks and three weekends of February each year.
- The Rideau Canal, Confederation Park (Crystal Garden) and Jacques Cartier Park (Snow Kingdom) are the main sites.
- Other events are held in conjunction with partners and those are dealt with as they arise.
- At the time of the production of this document all electrical services at Jacques Cartier park site are handled by the City of Gatineau. The NCC is only responsible for the delivery, installation, removal and return to 84 Bayview of the panels and their incoming feeds..

3.1. Confederation Park

Confederation Park is renowned for its ice carving competitions and displays held throughout the event. All of these competitions rely heavily on electricity to power various tools simultaneously. Needless to say the consumption in the park tends to peak during competition therefore great care must be taken to understand the loads and minimize cable runs.

LINE ITEM	QTY	DESCRIPTION
1	2	Pony panels c/w 25 and 75 feet of #10/4 SOOW twist lock fed from existing 3 phase panel at PB-6 (NAVA Monument)
2	1	75 foot #10/4 SOOW trailer tail to FOH trailer fed from existing panel at PB-8 (hardwired to meter base at trailer)
3	2	Pony panels secured to safety fence c/w 75 and 150 feet of #10/4 SOOW twist lock fed from existing single phase panel at Laurier and Elgin
4	1	100 amp single phase panel in fountain fed from fountain receptacle
5	1	100 amp single phase panel at PB-1 (beside 100 amp panel already installed)
6	2	Pony panels c/w 150 and 200 feet of #10/4 SOOW twist lock fed from above single phase panel to two tree location (must be installed before snowfall)
7	2	Pony panels secured to safety fence from above panel via existing #10/4 SOOW twist locks in pull pit
8	1	25 foot #10/4 SOOW twist lock from above 1 phase panel at PB-1 to info kiosk
9	1	100 amp single phase trailer panel at PB-2
10	1	175 foot #6/4 SOOW trailer tail from above trailer panel to production trailer (hardwired to meter base at trailer)
11	1	100 amp single phase trailer panel at PB-5A
12	1	50 foot #6/4 SOOW trailer tails from above trailer panel to carver kitchen (hardwired to meter base at trailer)
13	1	50 foot #6/4 SOOW stove plug adaptor from above panel to carvers kitchen trailer
14	1	100 amp single phase trailer panel at PB-5A
15	1	50 foot #6/4 SOOW trailer tail from above trailer panel at to volunteer trailer (hardwired to meter base at trailer)
16	1	75 foot #6/4 SOOW trailer tails from above trailer panel to artist/tech trailer (hardwired to meter base at trailer)

LINE ITEM	QTY	DESCRIPTION
		trailer)
17	1	100 amp single phase panel c/w 50 foot #2/4 SO in small sculpture tent from PB-4
18	1	175 foot #10/4 SOOW twist lock from above panel to souvenir kiosk
19	1	Pony panel c/w 50 feet of #10/4 SOOW twist lock from above panel to small sculpture tent
20	1	200 amp 3 phase distribution panel in large sculptures tent from PB-5B via 100 feet of 2/0
21	1	50 foot #10/4 SOOW twist lock to dryer adapter from above panel to sea container
22	3	Pony panels c /w 150 feet of #10/4 SOOW twist lock to performance area from distribution panel in large sculptures tent
23	3	Pony panels c /w 100 feet of #10/4 SOOW twist lock to various locations from distribution panel in large sculptures tent
24	1	100 amp three phase panel c/w 75 foot #2/5 SO from PB-4 for concessions
25	1	100 amp single phase panel from PB-3 for concessions
26		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

3.1.1. SCHEDULE

- The Confederation Park installation is partially completed by the Christmas light electrical installation.
- The balance of the installation must be completed by the last Friday of January.
- Dismantling can begin immediately after the event and must be completed one week after the event.

3.2. Jacques Cartier Park

All panels and feeders for the Jacques Cartier Park festivities must also be delivered and installed.

LINE ITEM	QTY	DESCRIPTION
1	1	200 amp three phase trailer panel at power bollard P2
2	1	100 amp three phase panel at power bollard P1
3	1	100 amp three phase panel at power bollard P14
4	1	100 amp three phase panel at power bollard P13
5	1	200 amp 3 phase concession panel c/w 75 feet of 2/0 from power bollard P12
6	1	100 amp three phase panel c/w 150 feet of #2/5 SO to Refuge from power bollard P12
7	1	100 amp three phase panel at power bollard P6
8	1	100 amp single phase panel at marina power bollard
9	1	100 amp three phase panel at power bollard P10
10		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

3.2.1. SCHEDULE

- During the dismantling of the Christmas Lights program, the panels that are being removed and are relocated to the Jacques Cartier site as they become available.
- No other work is planned on this site at the moment.
- Removal will be done starting Monday after the event and must be completed by the Friday.

3.3. Canal and Off Site

There are activities and services on the canal and various other sites during Winterlude that require electrical support. Here are some of these ongoing activities requiring services identified at this time.

LINE ITEM	QTY	DESCRIPTION
1	1	100 amp single phase at Fifth Avenue ramp power bollard
2	1	100 foot #10/4 SOOW twist lock trailer tail from above panel to trailer for lost children at Fifth Avenue (hardwired to meter base at trailer)
3	1	150 foot #10/4 SOOW twist lock to info kiosk from canal concession panel at Fifth Avenue
4	1	235 foot #6/4 SOOW twist lock trailer tail from panel above to trailer at base of Fifth Avenue ramp (hardwired to meter base at trailer)
5	1	100 3 phase panel c/w 200 foot #2/5 SO from Ritz stair bollard at Fifth Avenue to Sponsorship tent
6	1	100 foot #10/4 SOOW twist lock trailer tail from panel above to sponsorship trailer on canal at Ritz (hardwired to meter base at trailer)
7	2	Pony panel c/w 50 foot #10/4 SOOW twist lock from above panel to sponsorship tent
8	1	100 foot #6/4 SOOW twist lock to 50 amp heating unit
9	1	75KVA generator grounding (contractor to supply grounding equipment) at sponsorship
10	1	200 amp three phase panel c/w male cam tails and fed from above generator
11	2	50 foot #10/4 SOOW twist lock trailer tail form above panel to sponsorship trailers (hardwired to meter base at trailer)
12	5	Pony panel c/w 150 foot #10/4 SOOW twist lock from above panel to sponsorship tent
13	1	100 amp single phase panel at Dow's Lake stairs power bollard
14	2	100 foot #6/4 SOOW twist lock trailer tails from Dow's Lake panel to lost children and sponsorship trailer (hardwired to meter base at trailer)
15	1	30 KVA transformer/distribution c/w 235 foot #8/4 600 volt SOOW hooked up to pump service(600 volt) at Mackenzie Bridge
16	1	25 foot 100 amp #2/4 SO P&S trailer tail from above transformer to First Aid Lost children trailer (hardwired to meter base at trailer)
17	1	200 foot 12/3 u ground from above transformer to 1000 watt HID to be installed on Mackenzie Bridge
18		All necessary support equipment such as cable mats, crossover ramps, tie wraps etc.

3.3.1. SCHEDULE

- The installations of all canal based infrastructures are performed during the week prior of the opening ceremonies.
- Dismantling can commence on the Monday following Winterlude and must be completed no later than one week after the end of the event.

3.4. Opening Ceremonies

For Winterlude opening ceremonies, we will require an electrician familiar with the entire installed infrastructure to be present from 16:00 to 24:00 to act in the event of electrical failure and assist in the transferring of inventory if necessary after the event.

ANNEX 2 – PRICING SCHEDULE

- Prices submitted shall be based on the requirements described in these terms of reference and more particularly for the requirements outlined in the list provided in Annex 1.
- All prices must include, but not limited to, labour, transportation of equipment and personnel, supplies, work permits, inspection certificates.
- All amounts are in Canadian currency.

Line Item	Events / Sites	All-inclusive lump sum price (excl. taxes)			
		Year 1 (April 1, 2014 to March 31, 2015)	Option Year 1 if exercised (April 1, 2015 to March 31, 2016)	Option Year 2 if exercised (April 1, 2016 to March 31, 2017)	Option Year 3 if exercised (April 1, 2017 to March 31, 2018)
CANADA DAY					
1	Major's Hill Park	\$	\$	\$	\$
2	Jacques-Cartier Park (QC)	\$	\$	\$	\$
3	Off site and stand by services on the 1 st of July	\$	\$	\$	\$
	Sub-total	\$	\$	\$	\$
CHRISTMAS LIGHTS					
4	All sites	\$	\$	\$	\$
WINTERLUDE					
5	Confederation Park	\$	\$	\$	\$
6	Jacques-Cartier Park (QC)	\$	\$	\$	\$
7	Canal and Off Site	\$	\$	\$	\$
8	Opening Ceremonies Standby Services	\$	\$	\$	\$
	Sub-total	\$	\$	\$	\$
	Total (excl. taxes)	\$	\$	\$	\$
	13% OHST	\$	\$	\$	\$
	14.975% GST/QST (line item 2 & 6)	\$	\$	\$	\$
	TOTAL PER YEAR	\$	\$	\$	\$

**GRAND TOTAL FOR ALL FOUR (4) YEARS
(including option years if exercised)**

\$

Company name:	
Signature of authorized person	Date:

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender:

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

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

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

9. Applications for Approval Certificates

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

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

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

2. Assignment and Subcontracting

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

3. Members of The House of Commons

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

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

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

12. Claims Against and Obligations of the Contractor or Subcontractor

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

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

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

GENERAL CONDITIONS

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

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

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

15. Changes in soil conditions, National Capital Commission delays

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

16. Protesting Project Manager/Officer's Decision

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

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

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

18. Security Deposit

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

19. No Additional Payment

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

GENERAL CONDITIONS

20. Determination of Costs

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

21. Records to be Kept by Contractor

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

22. Extension of Time

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

23. Cleaning of Work

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

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

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

GENERAL CONDITIONS

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

26. Correction of defects

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

GENERAL CONDITIONS

27. Liability Insurance

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

28. Workers Compensation

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

Occupational Health and Safety Requirements

1. General

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

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

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

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

Additional information

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

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

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

Company Security Representative

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

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

- They must be employees of the Contractor;

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

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.