

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

NCC FILE NO.
NO DE DOSSIER DE LA CCN:

NG236

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RESNSEIGNEMENTS À:</p> <p>Nicole Galipeau TEL - TÉL: 613-239-5678 ext. 5191 Email / Courriel: nicole.galipeau@ncc-ccn.ca</p>	<p>INVITATION DATE/DATE DE L'APPEL D'OFFRES: August 21, 2013</p>
<p>RETURN ORIGINAL Submit proposal on this form and return it to:</p> <p style="text-align: center;">→</p>	<p>BID CLOSING/CLÔTURE DE L'OFFRE: September 30, 2013 at 3 p.m. Ottawa time</p> <p>Senior Contract Officer – Nicole Galipeau National Capital Commission Procurement Services, 3rd Floor 40 Elgin Street, Ottawa, Ontario K1P 1C7 Reference tender file #NG236</p>

Stage Rental for Canada Day Celebrations on Parliament Hill

1. Submit a proposal in four (4) copies and one price envelope for the project indicated above for the National Capital Commission (referred to as the "Commission" or the "NCC") according to the Terms of Reference document attached herewith. You may submit your proposal in English or French.
2. 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.
3. The proposal is to include all relevant information as defined in the Terms of Reference – Section 12.
4. The Financial Proposal form (see Appendix B) must be in a sealed envelope and submitted separately from the vehicle proposal documents.
5. Contract award for this service will be based on the evaluation criteria set out for this request for proposal (see section 13).
6. A debriefing of a Proponents Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.

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7. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial government.
8. The attached the Instructions to Tenderers, the General Conditions (9 pages), the Occupational Health and Safety Requirements, the Security Requirements (2 pages), and the Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.
9. In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
10. **Page 3 of 3 of this request for proposal must be dated, signed and returned with your proposal**, thereby acknowledging the receipt and acceptance of the Terms of Reference, the General Conditions and all Addendum and any/all other attachments referred to herein.
11. **Facsimile or e-mail transmittal of proposals are not acceptable.**
12. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
13. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the **Access to Information Act (ATI Act)**. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
14. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
15. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
16. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting

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contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.

17. ADDENDUM ACKNOWLEDGEMENT

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) and have included for the requirement of it/them in my/our tendered price.

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 _____
Telephone no. /No. de téléphone : _____	_____
Fax no. / No. de télécopieur : _____	Witness Signature – Signature du témoin
Email / Courriel : _____	

Terms of Reference

Stage Rental for Canada Day Celebrations on Parliament Hill

September 2013

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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"

1. INTRODUCTION

1.1. CONTEXT

Since 1984, the NCC has been the principal organizer of the Canada Day events and activities that take place in the core of Canada's Capital. The main site for the celebrations is Parliament Hill. The site requires a stage to allow major outdoor musical and protocol shows using multimedia technology.

1.2. EXECUTIVE SUMMARY

Proponents are invited to propose a stage capable of fulfilling the requirements for staging fast paced state of the art audio, lighting and video shows with a high number of performers. A description of the required information for the proposal is provided in the following pages. Proponents are also required to submit information about their company, the proposed stage, as well as past project experience. Both the experience of the team as well as the feasibility of installing the proposed stage on Parliament Hill will be evaluated using the evaluation criteria set out in these terms of reference.

The supplier will be responsible for supplying a stage by:

- supplying all components required for the stage;
- supplying all labour and equipment required for the erection, maintenance, and dismantling of the stage; and
- ensuring the maintenance of the stage during its use.

The NCC will supply site-related logistics and install basic infrastructure, including stage compound facilities, tents, barricades and site security.

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2. CONTRACT DURATION

The successful proponent will be awarded a two (2) year contract, with two (2) one (1) year options to extend upon mutual consent. The following will be taken into consideration for exercising option years:

- Performance of the stage supplier personnel;
- Performance of the stage;
- Operational requirements
- Production requirements.

The NCC will confirm its intention to exercise option years in writing by the last working day of the month of February of each year.

3. CONDITIONS AND DEFINITIONS

3.1. CONDITIONS

Proponents are requested to deliver four (4) copies of their proposal in the manner described in section 12.

The NCC reserves the right to negotiate with any proponent for the purpose of clarifying or removing uncertainty or inconsistency in any proposal submitted in response to this RFP.

3.2. DEFINITIONS

In this RFP, the following words, when the initial letter is in upper case, have the following meanings:

"Canadian Heritage" and **"PCH"** mean the Department of Canadian Heritage or its authorized representatives.

"National Capital Commission" and **"NCC"** mean the National Capital Commission or its authorized representatives.

"Proponent" means an individual, a corporation, a partnership or any combination of the foregoing, assembled for a common purpose that submits a proposal to the NCC for evaluation in response to this RFP.

"Proposal" means all the information in any format or medium including (but not limited to) documents, files, photographs, video tapes or any digital storage medium which, together, is presented to the NCC for evaluation and fully describes the stage for the Canada Day events on Parliament Hill.

"Stage supplier" means the company that will be retained by the NCC and will enter into a contractual obligation for rental and supply of the stage infrastructure on Parliament Hill for Canada Day, including the maintenance of the stage infrastructure during the event.

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"**Stage**" means all the infra-structure and components to create the performance area, the production area, the rear platform, the thrust stage & pod, the roof, the main speaker towers, the Front of House position and the delay speaker towers.

"**Event Production Company**" means the company, group, association, partnership that has been hired by the National Capital Commission in partnership with Canadian Heritage. The Production Company is responsible to supply the entire production, artists, programming, stage direction for both the Noon Show and the Evening Show

4. BACKGROUND

The following information will assist the Proponent in understanding its role in the overall production of Canada Day on Parliament Hill.

4.1. THE NATIONAL CAPITAL COMMISSION

As a federal Crown corporation, the NCC is an independent legal entity created by the Canadian Government to pursue certain public objectives on behalf of all Canadians. The NCC is accountable to Parliament through the Minister of Foreign Affairs. As a Schedule III Crown corporation under the *Financial Administration Act*, the NCC is subject to the control and accountability regime as set out in the Act.

The NCC's mission is "building pride and unity through Canada's Capital Region." The NCC's mandate translates into three broad goals:

1. to make the Capital into Canada's meeting place and to support national reconciliation by encouraging active participation of Canadians in the evolution of their Capital;
2. to use the Capital to communicate Canada to Canadians and to assist in developing and highlighting the Canadian national identity; and
3. to safeguard and preserve the Capital's physical assets and natural setting for future generations.

4.2. STAGE SUPPLIER'S ROLE

The NCC does not own large stages and relies on stage contractors to supply custom designed stages. The stage supplier will be working under the direction of the NCC but will be fully responsible to deliver the stage as set out in these terms of reference. The NCC also expects the stage supplier to assist in ensuring the production (shows) can be safely and successfully delivered on the stage.

5. EVENT DESCRIPTION

5.1. GENERAL

The Canada Day shows on Parliament Hill always involve a large amount of equipment and numerous performers. Even though Canada Day is on July 1st, the preparation requires 7 days

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of stage time for audio, lighting, video, set and backdrop installation and rehearsals. Therefore, the stage must not only be capable to allow participants to perform but also allow for equipment to be installed. The Canada Day shows will proceed rain or shine; therefore, the stage needs to be weatherproof.

5.2. PYROTECHNICS

As part of the performance finale, the NCC, through a qualified contractor, may launch pyrotechnics from the stage, back stage and side stage areas. All pyrotechnics, installations and launches are under the direct or indirect supervision of Municipal and Federal authorities.

6. SCOPE OF WORK

6.1. RESPONSIBILITIES OF THE STAGE SUPPLIER

The Stage supplier's responsibilities will include, but will not be limited to, the following:

- a) Provide, install, maintain & dismantle all components for the stage;
- b) Provide all material and equipment for the installation and dismantling of all the components of the Stage above;
- c) Install at least 4 sets of stairs supplied by the NCC for use as backstage area access
- d) Provide transportation for all the components of the stage;
- e) Provide all labour necessary for the installation and dismantling of the stage;
- f) Provide labour and equipment necessary to monitor the stage;
- g) Provide accommodation, transportation, meals and union fees for its own staff;
- h) Provide detailed drawings & technical information of the stage in AutoCad 2010 format;
- i) Meet with all parties involved in the shows production (the Stage supplier may be required to attend up to 3 meetings annually. The NCC will endeavour to schedule these meetings to limit the amount of travel by the Stage supplier)
- j) Provide an engineer's stamp and approval for the structural integrity of the stage
- k) Provide engineering services as described in section 8.11
- l) Identify one person who will act as the representative of the Stage supplier. This person will ultimately be responsible for the execution of the Contract and essentially be the main contact person for all aspects of this contract;
- m) Provide advice, when solicited, on the impact of technical and logistical aspects of the shows on the stage;
- n) Abide by all health and safety rules and regulations imposed by any provincial and/or federal agency, including any related costs and expenses;
- o) Ensure that its staff understands and abides by the Health and Safety regulations as written in the *Occupational Health and Safety Act of Ontario*;

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- p) Ensures its staff has and uses the appropriate PPE;
- q) Ensures that all its equipment, tools, hand tools, electrical cords ropes, slings...are in good operation condition;
- r) Provide to the NCC the certifications held by its staff for the various types of work performed (equipment handling, climbing, etc.)
- s) Abide by all security rules and regulations pertaining to Parliament Hill and the Parliamentary Precinct as imposed by any federal agency. including any related costs and expenses;
- t) Work in collaboration with the NCC's staff throughout the development, production and evaluation phases of the Shows; and
- u) Work co-operatively, when required to, with any and all of the NCC's partners involved in this project.

6.2. RESPONSIBILITIES OF THE NCC

The NCC will:

- a) Provide a contact person to be the liaison with the all parties involved;
- b) Be available for consultation throughout the span of this contract;
- c) Obtain all necessary permissions to hold the shows on Parliament Hill;
- d) Coordinate with Public Works Government Services Canada to supply electrical hook-ups, grounding and electrical inspections;
- e) Provide all information related to the site;
- f) Co-ordinate and hire all necessary civil operations required for the safety of the public attending the shows (e.g. site security, policing, site closures etc);
- g) Provide complete scaled site plans showing all relevant infrastructure;
- h) Co-ordinate the set-up, operation and dismantling of all basic site infrastructure, including, tents, trailers, signage, barricades;
- i) Provide all technical and engineering information as related to all equipment/devices being attached to, hung/flown from the stage including but not limited to lighting, speakers, sets, video wall/screens;
- j) Provide identity signage;
- k) Set up and supply a temporary furnished office trailer situated close to the staging area. This will be for the non-exclusive use by the Stage supplier. This area may be used by the supplier while the supplier is on site. It will be a shared space. Provide & manage rules and regulations, security, site access and screening;
- l) Provide parking on site for a limited number of vehicles;
- m) Manage emergency procedures;
- n) Supply refuse containers for disposal of garbage and construction debris; and
- o) Act as "constructor" as per the Ontario Health & Safety Act.

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7. GENERAL REQUIREMENTS

The following requirements are to ensure that the Stage supplier is capable of fulfilling the needs of the Canada Day production. It is essential that the Stage Supplier adhere to these requirements. Failure to do so may result in the cancellation of this contract.

7.1. STAGE SUPPLIER REPRESENTATIVES

The stage supplier must assign a representative who will act as the project manager. If this person is not the site supervisor during set-up, monitoring and dismantling then someone must be assigned the site supervisor task. In that case, the site supervisor must be present at all the meetings.

7.2. STAFF

- a) All staff must wear appropriate clothing;
- b) All staff must have and use the appropriate PPE;
- c) All staff must be well equipped and use the proper tools;
- d) Minimum of 1 staff must be on site, during production installation and rehearsals, from June 25 08:00hrs to July 1st midnight to monitor and service the stage;
 - i. This staff must be knowledgeable in all aspects of the stage, its capabilities and capacities.
 - ii. Must be capable of accessing all areas of the stage at a moment's notice
 - iii. Must be on call 24/7 and be able to respond to calls within 20 minutes.
- e) All staff must hold the appropriate certifications for tasks performed and equipment operated.

7.3. OPERATIONAL & EMERGENCY PROCEDURES REQUIREMENTS

- a) Staff must monitor the stage during audio, video, lighting and set installation;
- b) Stage supplier representative or its delegate is responsible to monitor weather forecasts to ensure the integrity of the stage and to take precautionary measures as required in case of inclement weather;
- c) Stage supplier representative or its delegate will have the authority, upon consultation with the NCC representative to implement emergency action.
- d) Stage supplier must supply, in writing to the NCC, the emergency plan/procedures for inclement weather conditions, rain, wind, lightening.

7.4. SECURITY POLICY

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.

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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 **Site Access**.

7.5. PARLIAMENT HILL GROUNDS PROTECTION

Parliament Hill is the seat of the Canadian government. The site is maintained to high standards to allow all Canadians and tourists to enjoy the site. Therefore, every effort must be made to ensure minimal impact on the site during set-up and dismantling of the stage. The following measures and procedures must be respected:

- All heavy equipment must stay on hard surfaces as much as possible;
- When heavy equipment or vehicles must drive on the grass area, protection (plywood) must be used and follow a sequence of operation acceptable to the NCC representative; and
- All components must be stored on hard surface as much as possible otherwise, proper support to minimize impact on the grass must be used.

7.6. ACCESS/PARKING

Access to Parliament Hill is controlled by the RCMP. In order to allow access to the Stage supplier, its employees, its contractors, its delivery vehicles, the RCMP requires, 24 hours in advance, the driver's name, make/model and license plate number of all vehicles.

For security reasons, general parking is not available on Parliament Hill. The NCC will provide a limited number of parking spots for the Stage supplier within the construction area during construction and removal only. All staff, workers, sub-contractors may not be able to park on Parliament Hill.

7.7. CLEAN-UP

The stage supplier is responsible to pick-up all garbage and debris directly related to the stage during and after erection and dismantling. Such garbage and debris will be removed by others.

7.8. DESIGN REQUIREMENTS

The stage shall conform to the following design requirements:

- a) Codes, Standards and Guidelines for Structure Design:
 - i. National Building Code of Canada 2010,
 1. Part 2 - General Requirements,
 2. Part 3; Use and Occupancy and,
 3. Part 4 - Structural Design
 - ii. Ontario Building Code 2006
 - iii. CSA CAN3-S16-01-2006 Steel Structures for Buildings - Limit States Design;
 - iv. CAN S136-94 - 2001 Cold Formed Steel Structural Members;
 - v. CAN S136.1-95 - 2002 Commentary on CAN S136 - 94;

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- vi. CAN S157-M83 - 2001 Strength Design in Aluminium;
- vii. National Fire Protection Association (N.F.P.A.);
- viii. Underwriters Laboratories of Canada (U.L.C.);
- ix. Standards published by Canadian Standards Association.
- x. Temporary Performance/Event Structures Safety Guideline for the Live Performance Industry in Ontario from the Ministry of Labour of Ontario
- xi. Recommended practices for temporary ground supported structures used to cover the stage areas and supported equipment in the production of outdoor entertainment events from PLASA North America

b) Codes and standards for construction;

- i. CSA CAN3-S16-01-2006 - Steel Structures for Buildings - Limit States Design;
- ii. National Building Code of Canada 2010 - Part 8 - Safety Measures at Construction and Demolition Sites;
- iii. ASTM A668 / A668M - 13 Standard Specification for Steel Forgings, Carbon and Alloy, for General Industrial Use);
- iv. ASTM A490 - 12 Standard Specification for Structural Bolts, Alloy Steel, Heat Treated, 150 ksi Minimum Tensile Strength ;
- v. CSA W59-03 2008 - Welded Steel Construction;
- vi. CSA W59.2-M1991 2008 - Welded of Aluminium Construction;
- vii. CAN/CSA G40.20/G40.21-2009 - General Requirements for Rolled or Welded Structural Quality / Steel Structural Quality Steels

c) Climatic Data:

The climatic data for the design of the stage shall be in conformance with National Building Code of Canada 2010, Volume 2 Appendix C for Ottawa, Ontario, Canada:

- i. for wind criteria, refer to operational requirements in the Monitoring section;
- ii. seismic data:
 - o acceleration-related seismic zone Z_a : 4
 - o velocity-related seismic zone Z_v : 2
- iii. One day rain precipitation: 93 mm
- iv. Temperature: July - 2.5% - dry - 30 degrees Celsius;
- v. January - 2.5% - minus 25 degrees Celsius.

(Note: since this structure will be used for the Canada Day on the 1st of July, consider a low temperature of 10°Celsius).

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d) Construction Material:

All steel material shall be in conformance to CAN/CSA G40.20/G40.21 - M92 - 300W grade minimum. All standards bolts shall be in conformance to ASTM A490 – 12. All high-strength bolts shall be in conformance to ASTM - A325-. All welding electrodes shall be in conformance to CSA W 48 2006.

e) Design calculations and load combination:

The staging structure design shall conform to National Building Code of Canada 2010, Ontario Building Code 2006 and CSA CAN3-S16-01-2006 - Steel Structures for Buildings. Concentrated loads from stage structure and frame columns should be adequately transferred to the ground and should not create any damage to underground structures.

7.9. MEETINGS

The Stage Supplier's representative will be required to attend up to three (3) meetings at PCH's headquarters in Gatineau, Québec, Canada, or at another location to be determined. These meetings are to discuss production details with all parties involved. The meetings should last approximately 3 hours each. All costs related to attend the meetings must be included in the Fee Proposal. Dates, times and locations will be determined at a later date. The Stage Supplier will be notified at least one (1) week in advance of all meetings.

8. STAGE REQUIREMENTS

The proposed stage must:

- a) Meet the minimal specifications enumerated in this document. The NCC will accept stages in many different configurations and designs as long as they meet the specifications and technical requirements. The stage supplier must consider the grade of the main walk and the lawns on each side of the walk, as illustrated in drawings 2, 3, & 4, in its stage proposal.

Due the site constraints, clear and easy access to the off stage left and right areas of the back stage area must be provided. The Stage supplier will be required to install sufficient stairs to access all backstage areas..

- b) Be flexible enough to allow the integration of protected production areas (wings), rear platform linking the middle landing of the main stairs of Parliament Hill to the performing area, a loading dock for two 53' trailers offstage left, and a loading dock off stage right.
- c) Have enough flexibility to allow for items to be built into the floor of the performance area. The addition of these items must not discernibly raise the height of the performance area. The Items may include turntables, hydraulic lifts, trampolines and the like.

The structural weight capacity to hang audio, lighting and video equipment will also be a factor in the choice of the proposed stage.

- d) Ensure excellent protection from adverse weather conditions for the performers, staff and equipment.

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8.1. PERFORMANCE AREA

- a) Minimum floor dimensions: 15.24m (50') wide x 12.19 m (40') deep;
- b) Minimum head clearance 9.14m (30')
- c) Maximum overall roof height must not exceed 50 feet from the ground.
- d) Floor height: adjustable from 1.52m (5') to 1.82m (6') at front stage;
- e) Minimum live load: 7.188 KPa (150 psf);
- f) Acceptable flooring surface: Industry standard type flooring systems, (upon approval by the NCC OR two (2) layers, the top layer laid offset to the bottom layer, of 19mm (3/4") plywood good one side
- g) Acceptable flooring finish: Non slip finish; such as 120 gr. Wire mesh Phenol coated plywood, Paint exterior grade latex, colour to be determined.
- h) Minimum side clearance: 3.66m (12') x 6.09m (20').
- i) Drain gates: 2 drain gates 2m (78") long x .03m (1") wide each to evacuate water must be supplied;
- j) All audience facing sides must be fully covered for aesthetics and security reasons. Material must be solid. Scrim or tarps are not acceptable.
- k) Retractable scrim or tarp system (upstage wind wall) must be provided. The wind wall must hang from the roof to the stage deck at the upstage limit.
- l) Temporary rain scrim to be supplied to cover the downstage face of the stage to protect performers from rain during rehearsals. This scrim will be installed by others

8.2. PRODUCTION AREA (WINGS)

- a) Minimum floor dimensions : 12.19m (40') wide x 12.19m (40') deep on each side on the performance area;
- b) Minimum head clearance: 6.09m (20');
- c) Floor height: adjustable from 1.52m (5') to 1.82m (6') at front stage;
- d) Loading dock off midstage right for one (1) 53' trailer;
- e) Loading dock off upstage left for two (2) 53' trailers;
- f) Minimum live load: 7.188 KPa (150 psf);
- g) Acceptable flooring surface: same as performance area;
- h) Acceptable flooring finish: same as performance area;
- i) Drain gates: 4 drain gates 2m (78") long x .03m (1") wide each to evacuate water must be supplied;
- j) All audience facing sides must be fully covered for aesthetics and security reasons. Material must be solid. Scrim or tarps are not acceptable.

NOTE: The production area must be easily accessible from the performance area to allow free movement of band gear, set, performers. It must also provide an operational working area for production staff as well as to store equipment.

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8.3. BACK STAGE AREA

The back stage area must link the middle landing of the main steps to the performance area. The following dimensions are for reference only since they will vary according to the stage supplied.

- a) Floor dimensions : 18.28m (50') wide x a maximum of 7.3m (24') (depends upon proposed stage and layout in relation to the landing);
- b) Maximum grade difference between the stage and the landing shall not exceed 1:20 or 5%
- c) Floor height: adjustable according to the system proposed;
- d) Minimum live load: 7.188 KPa (150 psf);
- e) Acceptable flooring surface: same as performance area
- f) Drain gates: The link from the upstage edge to the middle landing is generally on a grade towards the performance area. A continuous drain gate must be supplied to evacuate any water that may be present. The drain gate must be located at the junction of the downstage edge of the backstage platform and the upstage edge of the main stage.

8.4. APRON

The Stage Supplier may be required to fabricate additional areas, performance or otherwise, dependent on the theme and the programming support as required by the Production Company that is hired by the NCC to produce the show.

NOTE: requirements, dimensions and Stage supplier responsibility for aprons and stairs may change from year-to-year. In this event the Stage Supplier will be given sufficient notice of such changes. Negotiations for costs will take place accordingly. The NCC may also hire an additional contractor to fulfill these additional needs.

8.5. ROOF

The performance and production areas must be **fully** covered by a roof. The roof must meet the requirements for hanging sound, lighting and video equipment as well as for weather protection. Water running from the roof must be intercepted in order to avoid spillage on the rear platform.

- a) Minimum head clearance from floor to underside of roof structure: 10.67m (35');
- b) Minimum weight supporting capacity of the roof structure to attach equipment spread throughout the structure, (wings and performance area) 27,216 kg, (60,000 lbs) for the performance area and 9,072 kg(20,000 lbs) per wing, Minimum supporting load excludes the weight of the roof structure.
- c) Roof cover should be black. Other colours will be considered;
- d) Roof cover material must be fire retardant as per applicable codes;

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8.6. BACKSTAGE ROOF

- a) The roof must extend from the main stage structure by a minimum of 9.1m (30') deep by 21.3m (70') wide in order to cover the centre backstage area
- b) Minimum head clearance for this area shall be 6m (20')
- c) A water evacuation system must be incorporated into this roof to prevent water from the main roof from spilling over on the performance and productions areas.

8.7. MAIN SPEAKERS TOWERS (PA TOWERS)

The PA towers are dependant of the type of stage supplied. The NCC will accept any type of PA towers as long as they are both structurally and visually integrated in the stage. However, the minimum weight capacity is 2948 Kg (6500 lbs) per tower.

8.8. FRONT OF HOUSE STRUCTURE(S)

The NCC, the Production Company and TV Broadcasters will require a position to install lighting, cameras, follow spots, video screens, and banners.

This structure has generally been placed 36.6m (120') from the downstage edge of the stage. The structure may be two towers or a structure that spans the main walk. The structure needs to have sufficient height to adequately perform its function. All structures need to occupy the smallest footprint possible and have a minimum impact on sight lines.

All follow spot and camera positions must be weatherproof.

All structures must employ fall arrest measures.

Structures spanning the walk must employ measures to prevent items from falling to the ground.

8.9. WEATHERPROOFING

The NCC wants to ensure the delivery of the Canada Day shows on Parliament Hill in all weather conditions. To do so, the stage must be designed and built to ensure that rain is not infiltrating the inside of the production area and, the proscenium to some extent. In order to specifically protect certain areas of the stage, the stage supplier will have to supply and install tarps according to the demand. Please note that this protection must be functional when the shows are on.

8.10. IDENTITY SIGNAGE

Canada Day specific signage may be installed on the stage. Since the signage format depends of the type of stage used, the stage supplier will be required to install some type of signage. Traditionally, the NCC has installed over the years, shark tooth scrims over the PA towers. However, requirements for additional banners installed at roof level might be needed.

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8.11. ENGINEERING SERVICES AND REQUIREMENTS

Stage supplier's engineer must be a certified professional engineer.

All drawings must be signed and stamped by the Stage supplier's engineer. The engineer must also include a letter with drawings and specifications stating that the structure will meet all specifications included in these terms of reference. The NCC reserves the right to review these final engineered stamped drawings and specifications to ensure that the structure is safe and sound to its satisfaction. If the NCC requires modifications to the original design drawings, said modifications will need to be approved and stamped by the Stage Supplier's engineer and supplied to the NCC one (1) week prior to the scheduled installation date.

In addition, the Stage supplier's engineer must review all proposed rigging drawings as supplied by the Production Company. These drawings will include rigging points and weights per point. The Engineer is to report on the drawings and what, if any, effect the proposed rigging plan will have on the stage structure as a whole. The Engineer will be required to make modifications in order that the Production Company may achieve its desired "look". Once these modifications have been made, this will become the approved plan.

Once the stage has been erected, the Stage supplier's engineer must also visually inspect the infrastructure and supply a letter with the engineer's stamp to the NCC, that it has been erected according to the specifications, codes and design criteria. This letter must be provided to the NCC before June 25, 06:00hrs.

Upon completion of the rigging installation, the Stage supplier's engineer must inspect the stage to ensure that the rigging installations have been installed in accordance to the approved plan. If the rigging installations are not according to the approved plan, the engineer must approve or make necessary modifications. The engineer must report back, in writing, to the NCC within 24 hours with its final approval.

9. HEALTH AND SAFETY REQUIREMENTS

9.1. STAGE SUPPLIER OBLIGATIONS

When performing work for the NCC, the Stage supplier shall comply with all the federal, provincial and municipal laws and regulations regarding occupational health and safety. When federal, provincial or municipal provisions treat the same subject matter differently, the Stage supplier shall comply with the strictest provision.

The Stage supplier acknowledges that it has been notified by the NCC, that the sites on which it is performing work is considered "**construction sites**" pursuant to federal, provincial or municipal laws and regulations and that the Contractor will be subject to all federal, provincial and municipal laws and regulations regarding occupational health and safety **in the construction industry**.

The Stage supplier shall be responsible for all costs resulting from the Stage supplier's compliance with the federal, provincial and municipal laws and regulations regarding

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occupational health and safety (including occupational health and safety in the construction industry).

9.2. NCC’S STATUS

The NCC will act as the “constructor” for this project as per the *Ontario Occupational Health & Safety Act*.

10. CALENDAR

Site available	June 15, 06:00hrs
Completion of set-up	June 24, Midnight
Letter of approval from engineer	June 25, 06:00hrs
Monitoring	June 25 to July 1 st midnight
Start of dismantling	July 2, 15:00hrs
End of dismantling including clean-up	July 6, Midnight

NOTE:

The stage will be installed on Parliament Hill, the seat of the Government of Canada. Generally the NCC has a liberal amount of time (15-18 days) to install the stage, production and all related infrastructure, in addition to rehearsals.

Due to possible extreme security concerns during particular national and/or international government functions, the entire installation period, including rehearsal, may be significantly reduced.

The NCC in consultation with the Stage Supplier will make every attempt possible to find options for the Stage Supplier to provide a stage. If no feasible option can be found, the NCC reserves the right to postpone and extend by the postponed period, this contract.

The NCC then holds the right to engage another contractor to provide a stage for the postponed period.

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11. PAYMENT SCHEDULE

The basis of payment will be a combination of the different milestones indicated in the table below. All payments will be “Net 30 days” upon receipt of invoices reflecting the table below.

Milestones	Payment
Upon reception of stamped engineer’s drawings	10%
June 24-Stage set-up completed	55%
July 5-Stage dismantling completed	30%
July 29 if site clean-up properly completed	5%

12. PROPOSAL REQUIREMENTS

Proponents shall submit their technical proposal in four (4) copies (1 original and 3 copies); submit one (1) original signed Mandatory Requirement in a clearly marked envelope; and submit one (1) original signed fee proposal (Appendix A) in a separately sealed and clearly marked envelope.

Proposals must be 15 pages or less, excluding staff resumes and appendices. As a green initiative, the NCC requests that the Contractor’s Proposal follow these green practices:

- use recycled paper products
- print double sided
- use a maximum font of 11
- no binders and/or plastics

Proposals shall include the following information:

12.1. MANDATORY REQUIREMENT

It is a **mandatory requirement** that Proponents provide a letter from a professional engineer stating the structure will meet all specifications and meet the Design requirements included in these terms of reference.

Failure to comply with this mandatory requirement will render your Proposal non responsive and it will receive no further review.

12.2. TECHNICAL PROPOSAL

Proponent must:

- a) Describe its company and clearly describe (if applicable) any other company to be involved with the supply of the stage;

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- b) Describe its Company's history including its proposed working structure for this Contract;
- c) Indicate its key personnel as included above;
- d) Describe its relevant stage supply experience for the past five (5) years;
- e) Describe its experience in supplying large scale outdoor stages;
 - i. Include a commitment letter attesting that any company or individual named is aware that they are named in the Proposal and that they are willing and available to perform the appropriate duties throughout the duration of the Contract;
 - ii. Include the name, current addresses and telephone numbers of two (2) references linked with projects mentioned above and delivered in the last three years by each company and/or individual(s) listed above.
 - iii. Provide a detailed description of the following:
 - o -type of building materials used;
 - o -list of equipment used in erection and dismantling the proposed stage;
 - o -time required to erect and dismantle the proposed stage;
 - o -roof lifting system and time to it set-up (if applicable);
 - o -roof load capacity, weight per rigging point, number of rigging points and locations;
 - o -weatherproofing methodology; and
 - o -detailed drawings of proposed stage as requested in item 7.

Note: The Proponent may at its own discretion submit any additional material that it deems will provide additional information into understanding the Proposal. These materials should be kept within reasonable limits, will not form an integral part of the Proposal (ex., they will **not** warrant additional points) and will not be returned.

12.3. FINANCIAL PROPOSAL

The financial proposal, using the form provided in Appendix B – *Cost Breakdown*, must be completed in its entirety, signed and submitted in a separate sealed envelope and not with the other documents forming the proposal

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13. EVALUATION AND BASIS OF AWARD

13.1. EVALUATION CRITERIA

This evaluation table explains the scoring system that will be applied for each of the rated requirement listed in the Appendix A.

EVALUATION CRITERIA
Excellent: exceeds requirements (90-100% of possible score).
Very good; fully satisfies requirements (80-90% of possible score)
Good: fully satisfies most requirements (70-80% of possible score).
Acceptable: satisfies minimum requirements (60-70% of possible score).
Does not satisfy some of our minimum requirements (40-60% of possible score).
Does not satisfy our minimum requirements (20-40% of possible score).
Is completely unacceptable or irrelevant (0-20% of possible score).

13.2. BASIS OF AWARD

The contract award for this service will be based on the rated requirements set out in this request for proposal. The technical evaluation is based on a total of 100 points. The minimum required is 80 points. Only the price envelopes of those firms that qualify (80 points or over), shall be opened.

If a firm qualifies, the price envelopes are opened and the qualified proponent submitting the lowest total cost including taxes will be awarded the contract.

APPENDIX A – RATED REQUIREMENTS

All Proponents who complied with the mandatory requirement will be evaluated on the following rated requirements;

1. Proponent’s experience in large outdoor stage:	
• Scale and complexity of the stage	5
• Level of shows produced on the proposed stage	5
• Years of experience in building stages for large productions	10
2. Proponent’s ability to meet the technical requirements:	
• Feasibility of proposed stage (site specific, installation/removal methods)	25
• Ability and flexibility to integrate proposed stage for the Canada Day productions	40
• Aesthetics of the proposed stage	10
3. Proposed methodology for on site management and monitoring:	5
Total:	100

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APPENDIX B – COST BREAKDOWN

- Prices shall be an all-inclusive lump sum price per year for the supply, installation, dismantle including all labour costs and related expenses.
- All amounts shall be in Canadian dollars.

Items	All-inclusive lump sum price (excluding taxes)
Year 1 – Canada Day 2014	\$
Year 2 – Canada Day 2015	\$
Sub-total	\$
13% OHST	\$
TOTAL	\$

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 **Site Access**.

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.