

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

NCC FILE NO.  
NO DE DOSSIER DE LA CCN:

**NG251**

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RESNSEIGNEMENTS À:</p> <p><b>Nicole Galipeau</b> TEL - TÉL: 613-239-5678 ext. 5191 Email / Courriel: nicole.galipeau@ncc-ccn.ca</p>	<p>INVITATION DATE/DATE DE L'APPEL D'OFFRES:</p> <p><b>January 14, 2014</b></p>
<p><b>RETURN ORIGINAL</b> Submit proposal on this form and return it to: <b>RETOURNER L'ORIGINAL</b> Veuillez soumissionner en vous servant du présent formulaire et le retourner au:</p>	<p>BID CLOSING/CLÔTURE DE L'OFFRE:</p> <p><b>February 4, 2014 at 3 p.m. Ottawa time</b></p> <p><b>Senior Contract Officer – Nicole Galipeau</b> <b>National Capital Commission</b> <b>Procurement Services, 3rd Floor</b> <b>40 Elgin Street</b> <b>Ottawa, Ontario K1P 1C7</b></p>

## Change Management Training Services

1. Submit four (4) copies of a proposal to provide the National Capital Commission (referred to as the "Commission" or the "NCC"), with proposals as per the attached Terms of Reference.
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](mailto:nicole.galipeau@ncc-ccn.ca) or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to 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 and as more particularly described in Section 5.
4. One (1) Cost Proposal must be submitted in an envelope separately from the proposal documents as outlined in the Terms of Reference.
5. Contract award for this service will be based on the evaluation criteria set out for this request for proposal in section 6 of the Terms of Reference.
6. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.

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7. The attached the General Conditions (6 pages) and Supplementary Conditions (2 pages) for Professional and Consulting Services, the Security Requirements (2 pages), and the Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.
8. 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**.
9. The NCC reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The NCC also reserves the right to negotiate with the successful proponent and/or any/all proponents.
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 and the General Conditions for Professional and Consulting Services.
11. **Facsimile or e-mail transmittal of proposals are not acceptable.**
12. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
13. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
14. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
15. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.

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16. I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price:

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

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

Nous OFFRONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées dans la présente et au(x) prix soumis les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-jointe.

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

\_\_\_\_\_  
Print Name - Nom en caractère d'imprimerie

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature – Signature du témoin

Telephone no. /No. de téléphone : \_\_\_\_\_

Fax no. / No. de télécopieur : \_\_\_\_\_

Email / Courriel : \_\_\_\_\_

# **TERMS OF REFERENCE**

Training services related to change  
management

Tender file number: NG251

## 1. INTRODUCTION

The National Capital Commission (NCC) is seeking a qualified supplier to provide training services related to change management.

## 2. PROJECT BACKGROUND AND PURPOSE

The NCC has approximately 420 employees who's mandate is to plan, construct and improve Canada's capital. We attach great importance to knowledge- and research-based creation and innovation, and we endeavour to provide an enriching, stimulating workplace that encourages employees to put forward new ideas for streamlining and improving what we do.

The NCC is currently in a transition period following a staff reduction and change in its mandate.

We wish to offer tools to our employees and managers in order to minimize the impact of this transition period on our personnel and day to day operations.

Change management is a recurring issue for which the organization needs to provide tools for its personnel to ensure a certain stability in order to continue to provide its services in this important transition period.

You can also refer to the NCC [corporate plan](#) on our web site.

## 3. PROJECT DESCRIPTION

The supplier is to submit a training and activity program that will provide the NCC with tested processes for ensuring sound change management.

### 3.1 Project summary

The project summary is to include, but is not limited to:

- a) The presentation of a change management model based on the one of John P. Kotter, including a portion on the expected behaviours.
- b) The training must allow for:
  - learning and knowledge transfer activities that are interactive, innovative and creative;
  - the proposal must include a section aimed at creating internal capacity-building tools (in the Human Resources Branch), such as methods and processes, that the NCC can re-utilize to ensure follow-up with new members of the management team.

#### **4. REQUIREMENTS**

The proposal is to include an agenda for two days of training, educational material, key activities, a sequence for delivery, and the number of hours required for each one (i.e. by the consultant, the executive team, managers and the Human Resources Branch).

##### **4.1 General requirements**

- a) Present the change management model, learning and knowledge transfer activities that are interactive, innovative and creative;
- b) The proposed model is to include tools aimed at developing capability and autonomy for the NCC's Human Resources Branch.

##### **4.2 Supplier competence profile**

- a) Be able to deliver the services in both official languages.
- b) The facilitator is to have at least 10 years' experience in providing this type of training to organizations of similar size.
- c) Show that its services are designed to render the client autonomous in terms of training so that the client is able to provide the training to its employees.
- d) Use methods and processes that take the NCC's operating realities into account and respect its values, and designed to provide managers with change management tools.
- e) Have a minimum of 10 years of experience in designing and implementing activities that are interactive, innovative and creative, and that promote not only engagement but also understanding by employees about the project.
- f) The facilitator is to have experience in facilitating groups ranging in size from 10 to 500 employees.

##### **4.3 Timeframe**

Once the contract is awarded, the supplier will have between four (4) and six (6) weeks to finalize implementation of the training plan. The proposal is to indicate key activities and the number of hours required for each one.

#### **5. PROPOSAL REQUIREMENTS**

Proposals can be submitted in English or in French and it shall be comprised of two parts: Technical Proposal and a Financial Proposal. Proposals documents must be sealed and be clearly marked as RFP file no. NG251 and be delivered to the NCC prior to the closing date and time as specified in the 3 page Request for Proposal document.

As a green initiative, the NCC requests that the Proponent's Proposal follow these green practices:

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

## 5.1 Technical Proposal

The technical proposal should not exceed 15 pages, excluding the personnel's résumés and the annexes. The proposal is to be submitted in four (4) copies (1 original and 3 copies), and is to contain the following information:

- a) The recommended change management model;
- b) A description of the components of the model;
- c) Training session design and implementation;
- d) Anticipated training activities;
- e) The résumé of the consultant and résumés of team members assigned to the project;
- f) One (1) example of a similar training carried out in the last five (5) years (including design, activities, objectives and deliverables); and
- g) Two (2) references on behalf of the facilitator dating back a maximum of 5 years including the company name, name of contact person and telephone number.

Note: References will not be checked where their evaluation results will have no bearing on qualifying a Proponent.

## 5.2 Financial Proposal

Submit one (1) signed original financial proposal using the form provided in Appendix A. The form shall be completed in its entirety, signed and submitted in a sealed envelope, separate from the technical proposal.

The all-inclusive lump sum is to include all disbursements and professional fees.

The successful proponent shall provide its all-inclusive hourly rate (excluding taxes) prior to contract award as well as a detailed cost breakdown and level of effort in hours.

The hourly rate indicated may be used to add other activities that the NCC may determine are necessary in order to complete the project.

The lump sum and hourly rate are all-inclusive amounts and are to include:

- travel, accommodation and meal expenses for the facilitator who will be delivering the training in the National Capital Region.
- travel and related expenses (for example, travel time, transportation, mileage, parking) within the National Capital Region.
- The fee for delivering the required services is to include the following expenses, which will not be reimbursed separately:
  - a) standard office expenses, for example for photocopying, computer, Internet, cellular telephone, long distance telephone and facsimile, including between the consultant's main office and branch offices and between the consultant's offices and other team members' offices;
  - b) courier and delivery expenses for the required services specified in the Terms of Reference;
  - c) in-house computer workstation;
  - d) plotting charges;
  - e) presentation materials;
  - f) parking fees;

- g) taxis charges;
  - h) travel time;
  - i) office rental; and
  - j) any other expense identified in the Terms of Reference and not covered by the NCC.
- Any additional disbursements by the supplier will require prior approval by the VP, Human Resources Branch.

**6. RATED REQUIREMENT AND BASIS OF AWARD**

The rated requirements will be evaluated against the following criteria:

<b>EVALUATION CRITERIA</b>
Excellent: exceeds requirements (100 of possible score).
Good: fully satisfies most requirements (80 of possible score).
Acceptable: satisfies minimum requirements (60 of possible score).
Does not satisfy minimum requirements (40 of possible score).
Does not meet our needs (20 of possible score).
Is completely unacceptable or irrelevant (0 of possible score).

<b>RATED REQUIREMENTS</b>	<b>WEIGHTED FACTOR</b>
Change management model	15
Relevant expertise and experience of proposed employees <ul style="list-style-type: none"> <li>• Expertise and experience of the facilitator and, if applicable, of the team members who will actively participate in project development and implementation;</li> <li>• Previous work experience;</li> <li>• Relevance of proposed activities;</li> <li>• Ability to deliver services in both official languages;</li> <li>• Sample training submitted;</li> </ul>	34
<ul style="list-style-type: none"> <li>• References</li> </ul>	6
Project design and implementation <ul style="list-style-type: none"> <li>• Type of proposed activities (interactive, innovative, creative);</li> <li>• Involvement by various internal levels of the organization (the executive team and managers).</li> </ul>	20
<b>SUB-TOTAL – TECHNICAL COMPONENT</b>	<b>75</b>
Fee proposal	35
<b>TOTAL – TECHNICAL &amp; PRICE</b>	<b>110</b>



**6.1 Basis of Award**

Contract award for this service will be based on the evaluation criteria set out for this request for proposal. The technical evaluation is based on a total of 75 points. Proposals must achieve 60 points or more to qualify. Proposals that do not achieve the minimum score of 60 points will receive no further consideration.

If a firm qualifies, the price envelopes are opened and the proponent who submits the lowest total cost including taxes will be awarded full points, others will be proportioned accordingly.

The proponent whose proposal obtains the highest total score (technical score plus financial score) will be awarded the contract.

The NCC is subject to all applicable federal and provincial taxes. Taxes are to be indicated separately.

**Appendix A  
Financial Proposal (in Canadian dollars)**

- **Complete, sign and submit this Annex in a separate sealed envelope.**
- All applicable taxes shall be written separately.

<b>All Inclusive Lump Sum Price (excluding taxes)</b>	<b>\$</b>
<b>OHST 13%</b>	<b>\$</b>
<b>Total Price</b>	<b>\$</b>

Submitted by (name of firm): \_\_\_\_\_

Authorized representative: \_\_\_\_\_  
Print name Title

\_\_\_\_\_  
Signature Date

**GC1 Interpretation**

## 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement in any art, process, machine, manufacture or composition of matter
- 1.1.3 “Contractor” means the person contracting with the NCC to provide or furnish all requirements for the execution of the Work under the Contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations in accordance with the Contract;
- 1.1.5 “NCC” means the National Capital Commission
- 1.1.6 “NCC Representative” means the person designated in the Contract, or by written notice to the Contractor, to act as the Representative of the NCC for the purposes of the Contract and includes a person, designated and authorized in writing by the NCC Representative to the Contractor.
- 1.1.7 “prototypes” includes models, patterns and samples;
- 1.1.8 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

**GC2 Successors and Assigns**

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

**GC3 Assignment**

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

**GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor’s obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not

have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and exceptional weather conditions of extreme violence or intensity.

- 4.3 The Contractor shall give notice to the NCC immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the NCC Representative(s), the Contractor shall deliver a description, which is satisfactory to the NCC Representative of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the NCC Representative of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4. Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the NCC may exercise the right of termination contained in GC8.

**GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the NCC from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.
- 5.2 The Contractor shall indemnify the NCC from all costs, charges and expenses whatsoever that the NCC sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the NCC of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the NCC under the contract shall not affect or prejudice the NCC from exercising any other rights under law.

**GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by facsimile or electronic mail, addressed to the party for whom it is intended at the address mentioned in the contract. Any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by facsimile or electronic mail 24 hours after was

transmitted. The address of either party may be changed by notice in the manner set out in this provision.

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

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

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

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

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

- 9.1 The NCC may, by written notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or

(ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the NCC's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

9.2 In the event that the NCC terminates the work in whole or in part under GC9.1, the NCC may arrange, upon such terms and conditions and in such manner as the NCC deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the NCC for any excess costs relating to the completion of the work.

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

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

9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.

9.5 If, after the NCC issues a notice of termination under GC9.1, it is determined by the NCC that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

**GC10 Records to be kept by Contractor**

10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the NCC who may make copies and take extracts therefrom.

10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the NCC with such information it may from time to time require with reference to the documents referred to herein.

10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the NCC, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of three years following completion of the work.

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

11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the NCC, and the

Contractor shall account fully to the NCC in respect of the foregoing in such manner as the NCC shall direct.

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

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

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

#### **GC13 Contractor Status**

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

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

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

#### **GC15 Amendments**

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

**GC16 Entire Agreement**

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



**GC1 Hours and Place of Work**

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

**GC2 No Additional Remuneration**

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

**GC3 Compliance with Legal Requirements**

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

**GC4 Responsibility of the NCC**

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

**GC5 Ownership of Documents**

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

**GC6 Copyright**

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

**GC7 Ownership of Inventions**

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

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

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

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

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

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

### Additional information

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

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

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

### Company Security Representative

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

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

- They must be employees of the Contractor;

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## SECURITY REQUIREMENTS

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- 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 _____ _____ _____ Postal code / Code postal : _____	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) _____ _____ Telephone no. / No. de ☐ telephone : (   ) Fax no. / No. De télécopieur : (   )
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	

**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 : _____ Number / Numéro : _____ Not registered / non inscrit <input type="checkbox"/>		QST / TVQ (Québec) : _____ Number / Numéro : _____ 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.  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.	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.  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.