REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)

Rental of Vehicles for Operations at NCC Headquarters and Satellite Offices

NATIONAL CAPITAL COMMISSION (NCC)

TENDER FILE #LW013

REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO:	BID DEADLINE:
Lana Wilson, Sr. Contract Officer Tel: (613) 239-5678 Ext. 5192 Fax: (613) 239-5007 lana.wilson@ncc-ccn.ca	November 20, 2015 at 3pm Ottawa time
RETURN TO: — Submit your proposal, price envelope and this page signed and return to:	National Capital Commission Procurement Services 40 Elgin Street, 3rd Floor Service Centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # LW013

This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General/Supplementary Conditions, and any/all other attachments referred to herein.

We hereby OFFER to sell and/or supply to the National C	apital 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).						
Consultant's Name & Address	Print Name :					
	Signature:					
Tel:						
Fax:	Date:					
E-mail:						
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and						
have included for the requirement of it/them in my/our	Bidder to enter the number of addendums					
tendered price:	issued (i.e. #1, #2, etc.) if any.					

1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit one (1) original & two (2) copies of your technical proposal and one (1) price envelope to provide professional services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Terms of Reference document. The following NCC forms must also be submitted with your proposal:
 - a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes the General/Supplementary Conditions, and any/all other attachments referred to herein,
 - b. Appendix I Fee Schedule (sealed envelope B), and
 - c. Appendix II, Supplier Direct Payment and Tax Information Form
- 1.2 Enquiries regarding this proposal must be submitted in writing to Lana Wilson, Sr Contract Officer, by e-mail at lana.wilson@ncc-ccn.ca or facsimile number 613-239-5007 as early as possible within the solicitation period. 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 all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed ONLY to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 The technical proposal is to include all relevant information as defined in the Terms of Reference.
- 1.4 As a green initiative, the NCC requests that the Consultant's Technical Proposal follow these green practices:
 - use recycled paper products
 - print double sided
 - use a maximum font of 11
 - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
- 1.5 One (1) original of your financial offer (Appendix I Fee Schedule) must be submitted in a sealed envelope separate from your technical proposal.
- 1.6 The technical evaluation is based on a total of 100 points. The minimum pass mark required is 80% for each criterion and then 80 % on the total. Only the price envelopes of firms that qualify shall be opened.
- 1.7 The selected proposals will be those who obtained the highest best value scores between technical and price. Technical merit will account for 100 points and price will account for 60 points. The price is the total cost on the Fee Schedule.
- 1.8 A debriefing of a Proponent's 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.
- 1.9 It is the intention of the National Capital Commission to award a minimum of one (1) Standing Offer Agreements as a result of this RFSO. The resulting Standing Offer Agreements will be for a period of

- five (5) years from the date of award. Quoted rates will remain the same for the first three years. The NCC will allow the successful consultants to increase their rates based on the Consumer Price Index for the fourth and fifth year (refer to 2.4).
- 1.10 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established above.
- 1.11 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 1.12 The Security Requirements and the General & Supplementary Conditions for Professional & Consulting Services will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.13 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.
- 1.14 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.15 Facsimile transmittal of proposals will not be accepted.
- 1.16 Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this RFSO. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information 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.
- 1.17 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
- 1.18 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-consultants or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.19 This RFSO and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this RFSO and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Consultant's response, and the Consultant further agrees not to use them for any purpose other than that for which they are specifically furnished.

1.20 The successful Consultant 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 brought or prosecuted, by any person that was under the direction and control of the Consultant during the term of the resulting SOA and call-up purchase order(s) 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 SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Consultant's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

2.0 REQUEST FOR STANDING OFFER AGREEMENT

2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of firms to provide **RENTAL VEHICLE SERVICE**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige
 the NCC to authorize or order all or any of the goods and/or services described in the Standing
 Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 30 days from the closing date of this Request for Standing Offer (RFSO).

2.3 STANDING OFFER REQUIREMENT:

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

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

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

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of five (5) years from the date of award. The rates quoted on the "Fee Charts" form will be applicable for the first three years. For the fourth and fifth year, the rates will be increased on a yearly basis (using the previous year's rate) multiplied by the rate of inflation as per the Consumer Price Index for the City (Ottawa-Gatineau). The NCC will use the index available at that time (i.e. quarterly index available in September 2017 and September 2018) and compare it to the previous year's quarterly index for the adjustment.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$50,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified technically under this Request for Proposal for any work that may be required, when the initial estimate of the work exceeds \$50,000 CDN all inclusive.

The NCC reserves the right to on occasion:

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

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

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

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

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

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

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

2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements is \$500,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the

total estimated expenditure by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than \$550,000.00 including taxes.

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

2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to: National Capital Commission Accounts Payable 202, 40 Elgin St., 3rd floor Ottawa, Ontario, K1P 1C7

Or, in an effort to promote the electronic transmission of invoices to our Accounts Payables department, the National Capital Commission is encouraging its suppliers to transmit their invoices as an attachment via e-mail to the following address payables@ncc-ccn.ca. For storage purposes it would be preferable that the file format of the attachment be saved in a .pdf format.

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

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

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

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

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

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

REQUEST FOR A STANDING OFFER AGREEMENT (RFSO) Rental of Vehicles for Operations at NCC Headquarters and Satellite Offices NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # LW013

2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.

3.0 TERMINATION AND REPLENISHING THE LIST OF SOA'S

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

If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish the list of SOA's, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOA's shall be 'the next ranked firm(s)' as per the final rankings as a result of the evaluations.

National Capital Commission

STATEMENT OF REQUIREMENTS

Rental of Vehicles for Operations at NCC Headquarters and Satellite Offices

STATEMENT OF REQUIREMENTS

INTRODUCTION

The National Capital Commission (NCC) wishes to retain the services of a qualified firm to provide rental vehicles to NCC employees on an "as and when requested" basis under a Standing Offer Agreement.

The rental vehicle service is to be provided at 40 Elgin, 1 Sussex Drive, 80 Bayview in Ottawa and at 33 Scott Street in Chelsea. More than 90% of rentals occur at 40 Elgin.

For 2013-2014, approximately 250 rentals were made for a total of 100,000 travelled kilometers.

Access to and return of vehicle for each rental is a key element of the service offer.

CONTRACTOR REQUIREMENTS

The following requirements must be adhered to by all proponents:

Vehicle Requirements

At a minimum, vehicles requested by NCC employees will have <u>four doors</u>, seating capacity for four adults, 4 or 6 cylinder engine and power steering and brakes. Smoke-free vehicles must be available upon request. The following models, or their equivalent, shall be provided for the purpose of evaluation.

During the winter months (December to end of March) all vehicles rented to the NCC employees for the purpose of their work must be equipped with 4 snow tires. This will be applicable to all locations on the Québec as well as the Ontario side.

Vehicle Class	Examples
Four-door compact sedan **	Chevrolet , Ford Focus, Dodge Neon
Four-door intermediate sedan	Pontiac Grand Am, Chrysler Cirrus, Ford Contour
Four-door full-size sedan	Chevrolet Impala, Dodge Intrepid, Ford Taurus
Full size panel van – cargo	GMC Savana, Ford Econoline, Dodge Ram Van
Minivan – 7 passenger	Chevrolet Venture, Dodge Caravan, Ford Windstar
Sub-compact	Toyota Yaris, Suzuki Swift Chevrolet, Aveo,
	Mercedes Smart
Compact 4x4 utility truck	Chevrolet S-10, Ford Explorer, Jeep Cherokee
Compact-size pick up	Chevrolet S-10, Dodge Dakota, Ford Ranger

Vehicle Identification

The Commission must be allowed to affix vehicles with magnetic-backed corporate signatures for the duration of a rental.

Vehicle Collision Damage and Public Liability Insurance

The proponent assumes responsibility for collision and comprehensive vehicle coverage, as well as for third-party liability insurance up to \$2,000,000. The Commission agrees to pay a \$1,000 deductible for this insurance coverage. The commission reserves the right to accept or decline the deductible for a fee. It should be noted that, from time to time, NCC seasonal employees required to use vehicles under this agreement may be under the age of 21 years old but not less than 19 years old. Proponents are to indicate the insurance company in the proposal.

Proponents are to elaborate on the insurance coverage's either by an outside insurance company or self-insured with regard to vehicle theft or vandalisms. A complete description of all insurances which describe the coverage for the NCC and its employees must accompany this proposal.

Billing

Billing will be required on a monthly basis with the following requirements:

- subtotal by NCC responsibility centre/accounting code;
- Date of use:
- Duration of use, including start and finish time as well as kilometre out and in;
- Employee's name, telephone number, Branch and Purchase Order number:
- All applicable taxes, including fuel/tire taxes, QST and GST in Quebec and the OHST in Ontario
- Type of vehicle
- Cost of vehicle use, subdivided by time and distance charges as well as any additional charges.
- <u>Fines & Damage Claims</u>: Submit a separate report as they occur such as parking fines, Radar Photo fines and damage claims.

The successful proponent shall invoice the Commission for each rental transaction and provide each month a summary spreadsheet (in Excel Spreadsheet electronic format), showing the information outlined above in point form.

Monthly Reports

The service provider shall deliver to the NCC Fleet manager a detailed report of the previous month of rental activities with the following information:

- subtotal by NCC responsibility centre/accounting code;
- Date of use:
- Duration of use, including start and finish time as well as kilometre out and in;
- Employee's name, telephone number, Branch and Purchase Order number:
- All applicable taxes, including fuel/tire taxes, QST and GST in Quebec and the OHST in Ontario
- Type of vehicle
- Cost of vehicle use, subdivided by time and distance charges as well as any additional charges.
- <u>Fines & Damage Claims</u>: Submit a separate report as they occur such as parking fines, Radar Photo fines and damage claims.

NCC RESPONSIBILITIES

The Commission shall provide:

- · Appropriate accounting codes
- List of purchase order codes (P.O.)
- List of employees authorized to use vehicles with confidential information
- Access to a parking area at 40 Elgin
- A key drop-off box at 40 Elgin underground garage

AGREEMENT DURATION

The successful proponent will be awarded a five year Standing Offer Agreement. The prices quoted will be in effect for the first three years of the agreement. For the fourth and fifth year, the rates will be increased on a yearly basis (using the previous year's rate) multiplied by the rate of inflation as per the Consumer Price Index for the City (Ottawa-Gatineau).

AGREEMENT REGULATIONS & RULES

Note that the successful proponent will be given the NCC employees rules with regards to making the reservation for the rental of vehicles. Also the successful proponent will be given monthly a list of all NCC employees that can rent vehicles.

EVALUATION PROCESS

A two stage process will be used to evaluate proposals.

STAGE 1- PROPOSAL EVALUATION

Proposals will be evaluated based on five criteria with a maximum score of 100 points. A minimum of 80 points will be required to proceed to the second stage of the evaluation process. Proposals failing to score a minimum 80 points shall be disqualified and receive no further consideration. Criteria and points per criteria are indicated below.

Criteria Evaluated	Points
Reservation Process	20
Convenience of Vehicle Pick-up and	20
Return	
Billing process	20
Guaranteed Response Time	20
Insurances and protection	20
Total	100

Reservation Process - 20 Points

 Explain the proposed reservation procedure. Briefly explain the scenario when an NCC employee makes a reservation; picks and returns the vehicle. Provide as much information as possible.

Pick-up and Return of Vehicles - 20 Points

Provide a proposed approach for NCC staff to conveniently pick-up and return vehicles.
 Indicate your proposed hours of operation for the site servicing the NCC at 40 Elgin Street and its satellite offices and your proposed method of dealing with after hour's drop-off.
 Also indicate how many business locations are provided with this standing offer agreement.

Billing process - 20 points

 Proponents are required to provide a sample copy of an invoice and summary spreadsheet showing how the required information will be presented. Also explain the billing process for claims for accidents or damages to vehicles and give examples for a claim above and below a \$1,000.00.

Guaranteed Response Time - 20 Points

 The NCC considers a response time under 60 minutes to be desirable. Provide your companies guaranteed response time, and elaborate on the procedure in order for the employee to be guaranteed a vehicle.

Insurances and Liability Protection - 20 Points

• The proponents are to elaborate on the Insurance and liability protection that will be included in all the rental agreements,

STAGE 2: FINANCIAL EVALUATION

Proposals failing to score a minimum 80 points in Stage 1 shall not be considered during this second stage of financial evaluation.

Fees for Vehicle Use

Proponents are expected to provide prices in the following format. To evaluate these prices, the NCC has weighted each price category by vehicle type. There are two pricing charts, for vehicles provided by the proponent without fuel, and with fuel. Proponents are to consider the following issues when preparing financial bids and completing the charts:

- for returning vehicles without refuelling, the NCC is willing to receive vehicles with only a half reservoir of fuel where a kilometre usage fee is charged;
- the NCC also agrees to a three hour minimum charge on the hourly rate; and
- Weekly and monthly rentals for special dedicated vehicles, excluding fuel and parking.

Do not include OHST, GST and QST in fee guotes.

Basis of Award

The successful proponent will be determined by dividing the evaluation points total by the total blended daily rate to determine the highest points For example:

Proponent	Evaluation Points	Total Blended Daily Rate	Basis of Award
Α	95	\$ 28.00	3.393
В	90	\$ 26.74	3.364
С	85	\$ 27.00	3.148

In this example, Proponent A would be the successful Contractor.

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Fee Schedule - Appendix I

COMPLETE THE FOLLOWING FEE CHARTS IN THEIR ENTIRETY AND PLACE IN A SEPARATE SEALED ENVELOPE LABELED "FEE SCHEDULE"

Complete the following chart for vehicle rentals without a fuel charge:

Vehicle Type	Hourly Rate (2 hours)	24 Hour Daily Rate	5 day Weekly Rate	7 day Weekly Rate	30 day Monthly Rate	Total Charges without Fuel
Weighting	30%	40%	10%	10%	10%	100%
Four-door, compact sedan						
Four-door, intermediate sedan						
Four-door, full-size sedan						
Full-size panel van						
Seven passenger mini-van						
Sub-compact 3/5doors						
Compact 4x4 utility vehicle						
Compact-size pick-up						

For the evaluation of these prices, the hourly rate will be based on a two hour rental and the remaining rates will be divided by their duration to determine a daily rate. Included below is an example.

Vehicle Type	Hourly Rate (2 hours)	24 Hour Daily Rate	5 day Weekly Rate	7 day Weekly Rate	30 day Monthly Rate	Charges without Fuel
Weighting	30%	40%	10%	10%	10%	100%
Four-door, compact sedan	15.00	22.00	20.00	18.00	17.00	18.80
Four-door, intermediate	20.00	22.00	25.00	23.00	18.00	21.40
sedan						
Four-door, full-size sedan	22.00	25.00	25.00	24.00	19.00	23.40
Full-size panel van	23.00	30.00	25.00	25.00	20.00	25.90
Seven passenger mini-van	24.00	25.00	22.00	21.00	21.00	23.60
Sub-compact 3/5 doors	13.00	21.00	19.00	17.00	16.00	17.50
Compact 4x4 utility vehicle	40.00	50.00	30.00	28.00	23.00	40.10
Compact-size pick-up	45.00	50.00	40.00	29.00	24.00	42.80

In the following chart, provide prices for vehicle rentals with a refuelling charge:

Vehicle Type	Hourly Rate (2 hours)	24 Hour Daily Rate	Refuelling Charge (per km)	Charges with fuel
Weighting	50%	50%		
Four-door, compact sedan				
Four-door, intermediate sedan				
Four-door, full-size sedan				
Full-size panel van				
Seven passenger mini-van				
Sub-compact				
Compact 4x4 utility vehicle				
Compact-size pick-up				

Note: 35 kilometres is to be used for calculation in all cases.

For the evaluation of these prices, the hourly rate will be based on a 2 hour rental. The refuelling charges will be evaluated using 35 kilometres per transaction.

Vehicle Type	Hourly Rate (2 hours)	24 Hour Daily Rate	Refuelling Charge (per km)	Charges with fuel
Weighting	50%	50%	Based on 35 Km's	
Four-door, compact sedan	15.00	22.00	0.08	21.30
Four-door, intermediate sedan	20.00	22.00	0.09	24.15
Four-door, full-size sedan	22.00	25.00	0.10	27.00
Full-size panel van	23.00	30.00	0.11	30.35
Seven passenger mini-van	24.00	25.00	0.12	28.70
Sub-compact	14.00	20.00	0.07	19.45
Compact 4x4 utility vehicle	40.00	50.00	0.14	49.90
Compact-size pick-up	45.00	50.00	0.15	52.75

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For the final evaluation of prices, the NCC will weigh the total charges by the vehicle type to determine a **blended daily rate**, using the weightings as shown in the following example:

Vehicle Type	Weighting - type of vehicle	Total Charges without Fuel	Total Charges with Fuel	Blended Rates
Four-door, compact sedan	45%	18.80	21.30	9.02250
Four-door, intermediate sedan	10%	21.40	24.15	2.27750
Four-door, full-size sedan	5%	23.40	27.00	1.26000
Full-size panel van	5%	25.90	30.35	1.40625
Seven passenger mini-van	15%	23.60	28.70	3.92250
Three doors sub-compact	5%	17.00	19.45	1.8225
Compact 4x4 utility vehicle	5%	40.10	49.90	2.25000
Compact-size pick-up	10%	42.80	52.75	4.77750
Total Blended Daily Rate				26.73875

Company name:		
Cinneture of authorized source.	Data	
Signature of authorized person:	Date:	



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.

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.

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.

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.

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.

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.

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.
- 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.

- 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.

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 coinsured, 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.



National Capital Commission

Fax: (613) 239-5007

202-40 Elgin Street

Ottawa, ON K1P 1C7

PROTECTED "A" when completed PROTÉGÉ « A » lorsque rempli

Supplier No. / Nº du New supplier / Nouveau fournisseur Update / Mise à jour fournisseur APPENDIX II SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM For NCC use only / À l'usage de APPENDICE II FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT la CCN seulement PART 'A' - IDENTIFICATION / PARTIE 'A' - IDENTIFICATION Operating name of entity or individual (if different from Legal Name) / Legal name of entity or individual / Nom légal de l'entité ou du particulier 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 Yes / Oui 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 Yes / Oui No / Non pension en vertu de la LPFP, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPFP, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire. Address / Adresse Telephone No. / Fax No. / N° de téléphone : N° de télécopieur : Postal code / Code postal PART 'B' - STATUS OF SUPPLIER / PARTIE 'B' - STATUT DU FOURNISSEUR Last Name / Nom de famille First name / Prénom Initial / Initiale (1) Sole proprietor If sole proprietor, provide: Propriétaire unique Si propriétaire unique, indiquez : SIN – mandatory for (1) & (2) Business No. (BN) / N° de l'entreprise (NE) (2) Partnership / Société NAS - obligatoire pour (1) & (2) de personnes Corporation /Société GST/HST / TPS et TVH QST / TVQ (Québec) Number / Numéro : Number / Numéro: Not registered / non inscrit Not registered / non inscrit Type of contract / Genre de contrat Contract for services only Contract for mixed goods & services / Contract for goods only /Contrat Contrat de services seulement Contrat de biens et services de biens seulement 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 / Institution No. / Account No. / Nº de la succursale N° de l'institution: N° de compte : Institution name / Nom Address / Adresse : de l'institution: Postal Code / Code postal PART 'D' – DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT PAR DÉPÔT DIRECT 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 Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont complete, and fully discloses the identification of this supplier. exacts et constituent une description complète, claire et véridique de l'identité de ce Where the supplier identified on this form completes part C, he hereby requests and Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il authorizes the National Capital Commission to directly deposit into the bank account demande et autorise la Commission de la capitale nationale à déposer directement identified in part C, all amounts payable to the supplier. dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus. Name of authorized person / Title / Titre Signature Date Nom de la personne autorisée 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 Veuillez remplir ce formulaire et le retourner à la Commission de la capitale business cheque unsigned and marked « VOID » or a letter from your bank (for nationale avec un spécimen de chèque de votre entreprise non signé et portant verification purposes). la mention « ANNULÉ » ou une lettre de votre banque (à des fins de vérification). Assistant à l'approvisionnement Poster ou télécopier à : Procurement Assistant, Procurement Services Mail or fax to:

ECM 2041673 Page 1 de 2

Services de l'approvisionnement

40, rue Elgin, pièce 202

Commission de la capitale nationale

Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

SUPPLIER – DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT

Supplier Tax Information

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

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

Questions: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678, ext. 5156 or sylvie.monette@ncc-ccn.ca

Direct deposit payment information

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

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

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

The advantages of direct deposit payment

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

Funds made by direct deposit payment will be available in your bank account within two (2) days after receiving the NCC payment advice notice.

Renseignements sur les fournisseurs aux fins de l'impôt

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

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

Questions: Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678, poste 5156 ou sylvie.monette@ncc-ccn.ca

Renseignements sur le paiement par dépôt direct

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

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

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

Avantages du paiement par dépôt direct

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

Les paiements effectués par dépôt direct seront disponible dans votre compte bancaire dans un délai de deux (2) jours après que la CCN envoi l'avis paiement.

Revised February 2015 / Révisé février 2015

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SECURITY REQUIREMENTS

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the contractor's personnel 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.

Personal information associated with these clearances is retained in the following information bank: Personnel Security Screening _ PSU 917.

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

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

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.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

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's firm;

January 16, 2014 Page 1 of 2

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 personnel who will require access to NCC information/assets/sites <u>as well as any recurring subcontractors</u> (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 Security status (Reliability-Site Access-Secret), 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.

Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

References

Security of Information Act

Access to Information Act

Privacy Act

Policy on Government Security

January 16, 2014 Page 2 of 2