

INVITATION TO TENDER
Tender / Contract Form
Lighting Equipment

NCC TENDER FILE #:

LW027

<p>ADDRESS INQUIRIES TO: Lana Wilson, Sr. Contract Officer (613) 239-5678 Ext. 5192 Lana.Wilson@ncc-ccn.ca</p>	<p>CONTRACT NO.: (NCC use only)</p>
<p>BID CLOSING DEADLINE: April 6, 2016 at 3:00pm Ottawa time</p>	
<p>RETURN ORIGINAL Submit tender on this tender / contract form and return to:</p>	<p>→ Procurement Services National Capital Commission 40 Elgin Street, 2nd Floor Security Services Ottawa, ON K1P 1C7 Reference NCC tender file # LW025 OR Send the tender/contract form LW025 at bid fax 613-239-5012</p>
<p>DESCRIPTION OF GOODS: Supply & deliver F.O.B. Destination: Lighting Equipment and/or approved equivalents as specified in Appendix I</p>	<p>DELIVERY LOCATION: F.O.B. Destination: 40 Elgin Street, 2nd Floor, Urbanism Lab Ottawa, ON K1P 1C7 Attn: Chris Heatherington</p>
<p>SITE VISIT:</p>	<p>A NON MANDATORY site visit will be held on Wednesday, March 30, 2016 at 1:30pm at 40 Elgin Street in the Lobby opposite the elevators.</p> <p>All costs incurred by the Bidder to attend the site visit will be at their expense. The NCC will not reimburse any Bidder for expenses related to the site visit.</p> <p>To confirm your attendance at the site visit, please communicate with NCC Corporate Security at 613-239-5222 or securityscreening@ncc-ccn.ca at least 24 hours prior to the visit.</p>

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I. OFFER

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the goods/services in accordance with the specification, terms and conditions, and, deliver the goods **for the all inclusive lump sum and/or unit price(s) as set out in section III herein.**

II. GENERAL AGREEMENT The Contractor agrees:

1. to deliver the goods by Monday, April 18, 2016 by 12:00 noon latest .
2. that this Offer and Agreement, together with the Specification, the Instructions to Bidders, the General Conditions on Goods Contracts and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.

III. PRICING

The Contractor agrees that the following is(are) the all inclusive lump sum and/or unit price(s) referred to in Clause I:

SEE APPENDIX I FOR PRICING MATRIX TABLE

Pricing must be provided for all line items otherwise the bid will be disqualified.

Pricing must be in Canadian dollars and all equipment and items must be new.

Unit prices must all-inclusive including delivery.

All requests for proposed equivalent make/model approvals must be submitted for pre-approval to the Senior Contract Officer five (5) working days prior to the tender closing date and time otherwise the tender will be subject to disqualification. An Addendum will be issued to authorize approval or disapproval.

Basis of award will be the bidder who meets all of the mandatory requirements, the terms and conditions, and, who offers the NCC the lowest grand total amount. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to review all of the items proposed by the lowest bidder prior to award. The NCC also reserves the right to cancel this tender and/or re-issue the tender in its original or revised form, and, to negotiate with the successful bidder and/or all bidders.

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IV. ENQUIRIES

Enquiries regarding this tender must be submitted in writing to the Senior Contract Officer as early as possible within the solicitation period. Enquiries should be received no later than Thursday, March 31 by end of business day 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. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

V. INVOICING

- The Contractor will have the right to receive payments within 30 days after the technical representative has delivered a certificate indicating that in fact the invoice is authentic and exact, that the Contractor has delivered the said goods/services and has observed the terms of the contract.
- The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (OHST or QST). The Contractor is required to indicate separately, with the request for payment, the amount of GST and OHST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder must complete in its entirety the T1204 tax form before awarded a contract.
- All invoices are to make reference to the **Commission Contract Number xxxxxx (6 digit number on page 1 once a contract is executed between the Contractor and the Commission)** and be forwarded in triplicate to:
 Accounts Payable
 National Capital Commission
 3rd floor
 40 Elgin Street
 Ottawa, Ontario
 K1P 1C7
 or forward one invoice in Adobe (.pdf) format by email at payables@ncc-ccn.ca .
- To ensure prompt payment, please prepare your invoice in accordance with the price(s) quoted. Errors in invoicing can cause delay of payment. Submit your invoice to the address shown above and clearly indicate the contract number.

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VI. ADDENDUM ACKNOWLEDGEMENT

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







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




Name and address of Contractor : Tel-Tél: Fax-Télécopieur:	Signature(s)
	Title:
	Date:
	Witness(s)
	Date:

Accepted & executed on behalf of the Commission this _____ day of _____, 2016 in the presence of

COMMISSION USE ONLY NCC SIGNATURE ONLY	TITLE
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Appendix I LW027 Lighting Equipment Pricing Matrix

Equipment	Manufacturer/ Model	Picture	Specifications	Specify Substitution Product Proposed (Pre-Approved)	Quantity Required	Unit Price	Total Amount	Delivery Lead Time
Leko 19x10w	Chauvet Ovation E- 190WW		Leko LED lights with 19-degree lenses and gobo slot		4			
25- to 50- degree lenses	OVATION 0EZ00M2550		25- to 50-degree retractable lens		4			
16x10w LED Fresnel	4 CHAUVET N/A OVATION F- 165WW		LED bulbs 25- to 76-degree motorized lenses, DMX controls		4			
Barndoor	OVATION F 7.5" BARNDOOR		Barndoor for Fresnel		4			
Overhead support system to meet needs	Professional grade		Six grid system, sized according to installation, minimum 2 10-foot lengths. For low ceiling installation.		2			
Console lighting	Professional grade, 12- channel lighting system		Channels required and lighting console with programmable memory and DMX control for motorized fresnel lenses		1			

Equipment	Manufacturer/ Model	Picture	Specifications	Specify Substitution Product Proposed (Pre-Approved)	Quantity Required	Unit Price	Total Amount	Delivery Lead Time
DMX cable	Professional grade		DMX cable as needed for proper operations and permanent installation		As Required			
Suspension system	Professional grade		Materials for overhead support system as per chosen installation; spanset, Cheesborough, Shackle and all necessary suspension accessories		As Required			
Required electrical wire	Professional grade		All wiring required as per chosen installation (electrical cable).		As Required			

Signature: _____
Date: _____

SUB-TOTAL \$ _____
13% OHST : \$ _____
TOTAL \$ _____

GOODS CONTRACTS
Instructions to Tenderers

1. Addressing

The tender envelope shall be addressed to Procurement Services, National Capital Commission, 40 Elgin Street, Security Office on the 2nd floor, Ottawa, Ontario K1P 1C7.

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender and Contract form.

Faxed tenders and tenders by e-mail unless otherwise stated.

Tenders received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

4. Revision of Tenders

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

Faxes or letters must clearly indicate required changes.

5. Acceptance of Offer

The lowest or any tender not necessarily accepted.

6. Completion of Tender and Contract Form

Insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers in the Total column and apply GST and PST where applicable before calculating Total Amount.

PST is calculated on applicable Provincial legislation at the delivery location.

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

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

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

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

GOODS CONTRACTS

General Conditions

1. This order, including these general terms and conditions, forms the entire contract between the Commission and the contractor and no variation thereof, irrespective of the wording or terms of the contractor's acceptance, will be effective unless specifically agreed to in writing by the Commission. No local, general or trade customs shall be deemed to vary the terms thereof. Where the context requires, the word "goods" is to be read as including services.
2. Goods will be received by the Commission subject to final inspection and acceptance by the consignee, specified in this order and if not so specified, by any person authorized by the Commission. Goods found to be defective or not in compliance with the specifications may be returned to the contractor at the contractor's expense.
3. In supplement of and not by way of substitution for the terms of the specifications or any warranty stipulated or implied by law and notwithstanding prior acceptance by the Commission the contractor shall at any time within its standard warranty period, at its own expense replace any goods which are or become defective as a result of faulty or inefficient manufacture, materials or workmanship. The contractor shall state its standard warranty period and related terms and conditions at the time of delivery.
4. The contractor warrants that it has the right to use and sell any patented devices or parts used in the goods purchases and agrees to indemnify the Commission against any claims for royalties, license fees and other claims or demands by reason of the use or sale thereof, whether or not any such devices or parts are specified by the Commission or used by the contractor in the goods purchases without such specifications.
5. The goods shall be at the risk of the contractor who shall bear all loss or damage, from whatsoever cause arising which may occur to the goods, or any part thereof, until delivered to the Commission. The Commission reserves the right to change the place of delivery at any time prior to the actual shipment provided that the contractor shall be entitled to be reimbursed for any actual increased costs, or shall reduce the prices to the extent of any decrease cost arising out of such change.
6. Goods must be new and unused unless specified otherwise herein and delivered strictly in accordance with the quantities, specifications, terms and conditions of this order. Time shall be of the essence of this order.
7. The charges are F.O.B. destination and include all charges for packing, loading, unloading and transportation unless otherwise specified herein. Should the contractor prepay transportation charges which are payable by the Commission under the terms of this contract these charges are to be shown as a separate item on the invoice.
8. If carload shipment, shipping notices must be sent immediately to the Commission showing car number, initial and routing. Car service will be deducted from all cars that reach the Commission without shipping notice.
9.
 - i) The Chairman may, by giving notice to the Contractor, terminate or suspend the goods/services to be supplied with respect to all or any part or parts not completed/received.
 - ii) All goods/services completed/received by the Contractor to the satisfaction of the commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all goods/services not completed/received before the giving of such notice, the Commission 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 goods/services.

GOODS CONTRACTS
General Conditions

- iii) The Commission reserves the right to cancel or purchase elsewhere, any portion of this order that is not delivered by the date required by this order.

- 10. Unless otherwise specified in this order, payment will only be made in Canadian funds within 30 days following presentation of invoices or progress claims forms or within 30 days of delivery of the goods, whichever is later. Discounts will be calculated from the date when both the goods and acceptable invoices or progress claims forms are received by the Commission.

- 11. The total dollar amount shown on this order is final and unless otherwise specified herein includes all applicable Taxes (GST and PST) and duties.

- 12. No member of the House of Commons of Canada shall be admitted to any share or part of this contract or any benefits to arise therefrom.

- 13. This agreement shall ensure to the benefit of, and shall be binding upon the successors and assigns of the Commission and the contractor respectively, provided that the contractor shall not assign this agreement or any part of the development without prior written consent of the Commission, and any assignment made without such consent shall be of no effect.

- 14. All specifications, drawings, samples, patterns and dies furnished to the contractor by the Commission for use in respect of the order shall be deemed to be owned by the Commission and shall be returned to the Commission at the expense of the contractor when required.

- 15. WHMIS Regulations apply to Controlled Products.

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**APPENDIX II SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
APPENDICE II FOURNISSEUR-FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

For NCC use only / À l'usage de la CCN seulement

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN - mandatory for (1) & (2) / NAS - obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / N° de l'entreprise (NE)	
GST/HST / TPS et TVH		QST / TVQ (Québec)		
Number / Numéro : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>		
Contract for services only / Contrat de services seulement <input type="checkbox"/>		Contract for mixed goods & services / Contrat de biens et services <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 / N° de la succursale	Institution No. / N° de l'institution :	Account No. / N° de compte :
Institution name / Nom de l'institution :		Address / Adresse :
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 complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
_____ Name of authorized person / Nom de la personne autorisée	_____ Title / Titre	_____ Signature	_____ Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ()			

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » or a letter from your bank (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 » ou une lettre de votre banque (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 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 envoie l'avis paiement.