


**REQUEST FOR A STANDING OFFER (RFSO)**

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5678 ext. 5051 (613)239-5007 fax <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	BID DEADLINE:  October 21, 2016 at 3pm Ottawa time
RETURN TO: Submit your proposal, price envelope, annexes including this cover page and return to:	 National Capital Commission Procurement Services 40 Elgin Street, Security Office on the 2 <sup>nd</sup> floor Ottawa, ON K1P 1C7 Reference NCC tender file # AL1663

**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, Security Requirements and any/all other attachments referred to herein.**

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

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit four (4) duplicate 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 of this RFSO. This page is to be dated, signed and returned with your proposal, thereby acknowledging addendums and 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. Annex 2 Per diem Fee Schedule Form, and
  - c. Supplier - Direct Payment and Tax Information Form (note this form and a voided check are only required from the successful firms retained for a Standing Offer Agreement)
- 1.2 Enquiries regarding this proposal must be submitted in writing to Allan Lapensée, Sr Contract Officer, telephone number - 613-239-5678 ext 5051, facsimile number - 613-239-5007 or e-mail address – [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than fourteen (14) 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 (annex 1 Fee for Service form) must be submitted in an envelope separate from your technical proposal.
- 1.6 The technical evaluation is based on a total of 230 points. The minimum pass mark required is 184 points (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 60 points (note the 230 points will be prorated to 60) and price will account for 40 points. The price element is based on the total 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.

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- 1.9 It is the intention of the National Capital Commission to award a minimum of three (3) Standing Offer Agreements as a result of this RFSO. The resulting Standing Offer Agreements will be for a period of two (2) years from the date of award. Unit/per diem rates quoted will remain fixed for the entire term.
- 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 (RFSO)

### 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 **REAL ESTATE ADVISORY SERVICES**, 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 60 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.

2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The duration of the SOA is for a period of two (2) years from the date of award. The unit/per diem rates proponents quote on the Fee Schedule form will remain fixed for the entire term.

2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # PO-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 \$500,000 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes.

The NCC reserves the right to request quotations from all firms who obtained SOA's for any work that may be required, when the initial estimate of the work exceeds \$100,000 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 unit-per diem rate according to the SOA and the estimated number of days 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 \$2,000,000.00 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 \$2,200,000.00 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 sub-consultants / 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., 3<sup>rd</sup> 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](mailto: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.

## 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.



**A. Introduction**

The National Capital Commission (NCC) wishes to retain Consultants to provide real estate advisory services more specifically in market research, urban planning, development strategy & strategic advice, financial analysis and negotiation.

**B. Scope of Required Services**

The scope of work for each project will vary. The Consultant could be requested to fulfil deliverables on several components, or only one. It is anticipated that the majority of the work will involve the development of components for strategies to bring federally-owned properties to market and/or for development, under the most favourable terms.

Examples of work assignment:

1. Market Research:
  - a) Market analysis
  - b) Demand forecast analysis
  - c) Pricing and positioning
2. Urban Planning:
  - a) Land needs- growth management strategy
  - b) Community improvement studies
  - c) Approvals and justification analysis
  - d) Site development potential based on zoning and land use policy
3. Development Strategy
  - a) Highest and best use studies
  - b) Feasibility and development potential analysis
  - c) SWOT analysis
  - d) Phasing analysis
  - e) Impact analysis
4. Financial Analysis
  - a) Economic development impact analysis
  - b) Business plan development
  - c) Deal structure/development agreement review
  - d) Pro forma financial analyses
5. Negotiation
  - a. Negotiation of commercial real estate transactions (sales, acquisitions, easements, licenses, leases) on behalf and in collaboration with the NCC.

These could be simple, narrow-scope studies and reports while others are expected to be complex, requiring specialized skills, and certifications, and a proven, established network, necessary to access the relevant information and resources required to create local solutions.

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Successful SOA holders will be provided with Terms of Reference defining project background, objectives, the scope of work and expected deliverables for each individual project for the potential call-up purchase order.

**C. Proposal**

Consultants identified through a Standing Offer Agreement are expected to provide services on a call-up purchase order basis within little or no delay. All proponents must be in a position, by way of the Consultant's in house staff, to provide an immediate response when called upon and must have the capability to attend meetings, at NCC offices or elsewhere in the National Capital Region, within 48 working hours of being advised. Other than meetings, the Consultant is expected to work off site as the NCC will not provide access to work areas, facilities, equipment or supplies to complete the deliverables.

The proposal shall contain the following specific information;

1. Company Overview, Expertise and Portfolio

- a) Brief history, including year established and number of years the company has been offering real estate advisory services.
- b) Consultant's expertise shall be indicated in detail, including personnel used by the Consultant that would best depict the Consultant's expertise and proposed as being available for fulfilling the requirements as set out in this RFSO. Three different relevant projects should be described, approximately 1-2 pages long within the past 3 years with a reference name and contact details. In addition a list of real estate projects executed over the past 5 years must be provided.

2. Qualifications and Experience of Proposed Personnel

All staff levels proposed by the Consultant shall be submitted and evaluated as part of this proposal. The following information in support of the proposed staff classification levels are:

- a) Description of the qualification and relevant experience of proposed staff members
- b) Résumés for each proposed staff member, including education levels and years of direct experience related to the type of work being requested;
- c) Each staff member's specific role in the stated work and;
- d) The Consultant's organization chart, providing each staff member's authorities and supervisory role in the Consultant's organization and relationship with any other organization(s) proposed as part of the submitting team, if applicable.

The proposal shall state clearly the number of years of related direct experience for each member of the proposed project team. Confirm as to the proponent's capability, by way of the Consultant's in house staff, to provide an immediate response to NCC call ups as well as the Consultant's proposed strategy to ensure that response times and requirements are satisfied.

3. Fees for Services:

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Per diem rates in Cdn \$ shall be submitted using the “Fee Schedule” found in annex 2 of this document. There must be a per diem rate for each service outlined. Consultants must ensure that the information is clear and legible, and that one of the principals of the firm has signed and dated the Fee Schedule submitted to the NCC. In order to evaluate the fee proposals, the per diem rates submitted by Consultants will be added to give a basis of comparison between submissions.

4. Procedure for individual call-up purchase orders:

With the establishment of a “Standing Offer Agreement” each individual project request for work (call-up purchase order) would involve the following procedure.

The NCC Project Manager will provide the Consultant with a written description of the scope of work along with required project schedules and time frames. In some cases, project Terms of Reference will be prepared by the Project Manager and supplied to the Consultant.

The Consultant will then be required to provide a brief written proposal and detailed quotation of time and costs to undertake and complete the project as defined by the NCC Project Manager. The proposal shall also underline the Consultants understanding of the scope of work, the staff to be assigned to the project along with the proposed staff allocations and timeframe to complete the work. Note that the staff assigned to projects must be selected from the list of individuals evaluated as part of the Standing Offer Agreement proposal submission. The Consultant must identify any and all real or perceived conflict of interests specific to any requests for submissions or proposals.

Following approval of the Consultant’s written proposal, the NCC will issue a purchase order as a purchase order or “call up” against the SOA to finalize the contract. Work cannot start without confirmation that a “call-up” has been issued.

The NCC retains the right to award concurrent and/or consecutive purchase orders to Consultants (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 Consultants best positioned to undertake the work and provide best value to the NCC, be it for reasons such as their specific area of expertise, their availability, their ability to meet specific project schedules and objectives or the level of security clearance required (as and when required). The NCC may request a proposal from more than one Consultant for the same call-up opportunity and may accept one or more or none, without obligation or prejudice.

The number of purchase orders-call-ups awarded by the NCC will vary, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders-call-ups Consultants will receive, the NCC’s objective will be:

- o to utilize the services of each Consultant retained when and where feasible
- o to distribute overall call-up value across the list of Consultants holding SOAs, as feasible.

5. Payment:

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Itemized invoices must be submitted upon completion of each phase of the project. Total fees and expenses will reflect the maximum authorized by each purchase order. All applicable taxes shall be identified as separate line items on the invoice.

The Consultant shall supply and identify on each itemized invoice a current accounting of tasks, time spent on each project, as well as all approved related project costs.

For each invoice/billing submitted to NCC, the Consultant shall:

- Supply a current accounting of time-costs resulting from the Consultant's work on the call-up, as well as all approved related project 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/purchase order number on their invoices

To ensure good project communication, it is recommended that the Consultant advise the NCC Project Manager when 50% and 75% of approved project costs have been incurred (or, if so requested by NCC Project Manager, when 50% and 75% of each phase's approved costs have been expended). Advisement of status of billable hours *does not* constitute amendment to the 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. **In addition, there will be no compensation for the preparation of written proposals or quotation whether accepted or rejected or if the project is cancelled prior to initiation of a call-up purchase order.** Approved contract amounts for any purchase order will be adjusted and reduced accordingly to reflect any change in scope of work as requested by the NCC.

**D. Security and Access**

Reliability level clearances will be required for consultants retained. Refer to separate annex.

**E. Additional Conditions**

All replacements of exiting members of a Consultant's team must meet with NCC approval.

The NCC reserves the right to cancel any portions of the work and assign subsequent portions to others.

The NCC's prior approval in writing will be required before any aspect of the work resulting from any purchase order under the Standing Offer Agreement is communicated to the mass media, or any articles, illustrations, reports or documents are submitted for publication or professional awards. No Consultant is authorized to make representations to the media without prior approval of the NCC Project Manager.

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The Consultant will be required to maintain a detailed record (timesheets) of all time spent on each purchase order to enable the NCC to ascertain the value of the work against billings. Such information shall be provided by the Consultant in support of each invoice submitted to the NCC for payment.

All textual information submitted to the NCC must be in Microsoft Excel or Microsoft Word 2010 format. Disk copies of all such documents must be transferred to NCC at completion of projects or information must be made available to the NCC Project Manager for downloading.

All software used in the production of documents must be a recent version of PC platform.

**ANNEX 1: PROPOSAL EVALUATION**

Technical evaluation of the proposal will be completed in accordance with the clauses contained in the Request for Standing Offer document and evaluated based on the following tables:

<b>Company Overview, Expertise and Portfolio</b>	<b>Weighted factors</b>
Brief history, year established, number of years offering real estate advisory services	10
Description of 3 projects and relevancy	35
Reference names and contacts - minimum of two. Note: The NCC reserves the right to also self-reference based on past projects that the consultant has completed for the NCC (if applicable)	10
List of real estate advisory projects in last 5 years	25
<b>Sub-Total</b>	<b>/80</b>
<b>Qualification and Experience of Personnel</b>	
Description of the qualification and relevant experience of proposed staff members (including subcontractors if applicable)	20
Resume of proposed staff (including subcontractors if applicable)	25
Education levels (including subcontractors if applicable)	20
Years of direct experience related to type of work (including subcontractors if applicable)	45
Staff role description	5
Consultant`s organizational chart	5
Staff authorities	5
Supervisory role	15
Confirm capability to provide immediate response for NCC call ups	10
<b>Sub-Total</b>	<b>/150</b>
<b>Total</b>	<b>/230</b>

<b>EVALUATION CRITERIA</b>
Excellent. Exceeds all of NCC requirements (100% of the weighted factor)
A sound response. Fully meets NCC requirements (90% of the weighted factor)
Acceptable, minimum level. Meets NCC basic requirements (80% of the weighted factor)
Falls short of meeting basic expectations (60% of the weighted factor)
It's a response but doesn't address NCC needs (40% of the weighted factor)
The response is completely unacceptable or the information is missing altogether (0% of the weighted factor)

The Consultant's proposal must obtain 80% (184 points out of 230) in order for their price envelope to be opened.

**ANNEX 2: FEE SCHEDULE (submit in a sealed envelope separate from the technical proposal).**

**Table 1. Proposed per-diem rates for the various services requested are to be submitted.**

Services	Per diem rates in Cdn \$
Market Research	
Urban Planning	
Development Strategy	
Financial Analysis	
Negotiation	
Total	

**Notes :**

- Per diem rates must be stated in Canadian funds excluding taxes.
- **Failure to include an appropriate rate for each classification outlined above will result in the disqualification of the proposal.**
- The following costs shall be included in the per diem rates and shall not be reimbursed separately:
  - Travel and travel related expenses to and from the consultant`s place of business and Canada`s Capital Region, and, within Canada`s Capital Region (e.g. Gatineau, Ottawa and surrounding areas), including:
    - travel time
    - travel fare
    - mileage
    - parking fees
    - taxi charges
  - Note the NCC PM`s terms of reference for a potential call up purchase order will indicate how many trips to Canada`s Capital Region (if applicable) will be required from the SOA holder.
  - Reproduction and delivery costs of documentation specified in the call-up purchase order terms of Reference;
  - Standard office expenses such as any photocopying, computer costs, internet, cellular phone costs, long distance telephone and fax costs, including that between the Consultant`s main office and branch offices and between the Consultant`s offices and other team members` offices;
  - Courier and delivery charges for deliverables specified in the call up purchase order terms of reference;
  - In-house computer work station;
  - Plotting charges;
  - Presentation materials;
  - Rental of office space.
  - And any other expense identified in the call up purchase order terms of reference that the Commission will not pay for.

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- The following disbursements are not to be included in the per diem rates. When pre-approved by the NCC PM they will be reimbursed to the consultant at actual cost or as described below:
  - Reproduction and delivery costs of additional documents to comply with NCC requests;
  - Fees for approvals and permits to conduct field investigations and material testing;
  - Additional travel and accommodation requirements (over and above the travel/accommodation requirements stated in the NCC PM's terms of reference for a call up purchase order) shall be reimbursed in accordance with the current Treasury Board Travel Policy;
  - Other disbursements provided they are:
    - reasonably incurred by the Consultant
    - related to the services required for a call-up
  - In all such cases, requirements should be described and estimated in the Terms of Reference for the call-up, or, if their need is only identified during the call-up, formalized and approved in writing in advance by the NCC PM.
- All payable disbursements must be itemized and supported by receipts where possible.

The anticipated call-up purchase orders will not provide for reimbursement of any out-of-pocket expenses or for any allowances and costs of the Consultant (incurred or otherwise) to complete the deliverables set out in the call-up purchase orders. The amounts to be paid will be limited to the per diem rates stated herein.

Call-up purchase orders will be invoiced to an upset limit in accordance with the negotiated amount. Billing rates must be in accordance with those per diem rates quoted. The remunerated work day shall be for duration of eight (8) hours of work. Any deviation must be pre-approved by the NCC prior to being incurred in order to be invoiced and paid.

Submitted by: \_\_\_\_\_ (Company Name)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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## SECURITY REQUIREMENTS

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### Security Requirements

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

***\*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;

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a 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](#)

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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix A

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#### **GC1 Interpretation**

##### 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

#### **GC2 Successors and Assigns**

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

#### **GC3 Assignment**

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

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

#### **GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Commission of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission from exercising any other rights under law.

#### **GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

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

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

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

- 8.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the 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 work not completed 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 work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

- 9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

#### **GC10 Records to be kept by Contractor**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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

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

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

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



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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC13 Contractor Status**

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

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

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

#### **GC15 Member of House of Commons**

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

#### **GC16 Amendments**

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

#### **GC17 Entire Agreement**

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

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## **SUPPLEMENTARY CONDITIONS**

### **Professional and Consulting Services - Appendix B**

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#### **GC1 Hours and Place of Work**

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

#### **GC2 No Additional Remuneration**

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

#### **GC3 Compliance with Legal Requirements**

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

#### **GC4 Responsibility of the Commission**

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

#### **GC5 Ownership of Documents**

- 5.1 All documents submitted or prepared by him under the terms of the contract shall become the property of the Commission, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than Commission personnel, unless expressly authorized by the Commission. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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5.3 As may be directed in writing by the Commission upon the expiry, termination or completion of the Contract, the Contractor shall either return to the Commission forthwith all documents or records provided to it by the Commission or destroy all documents and records, together with satisfactory proof of such destruction.

5.4 The Commission shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

**GC6 Copyright**

6.1 In accordance with section 11 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the Commission for a period of fifty (50) years from the date of their first publication.

**GC7 Ownership of Inventions**

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

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

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

**GC 9 Use of NCC Geomatics Database**

9.1 The Contractor may request through the NCC Project Manager the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.

9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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

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		Not registered / non inscrit			
Type of contract / Genre de contrat		Contract for mixed goods & services / Contrat de biens et services			
Contract for services only / Contrat de services seulement		<input type="checkbox"/>		Contract for goods only / Contrat 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 / 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](mailto: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](mailto: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.