

REQUEST FOR PROPOSAL

Storage Area Network (SAN) Replacement

NCC FILE NO. **LW053**
 NO DE DOSSIER DE LA CCN:

ADDRESS ENQUIRIES TO: Lana Wilson Telephone: 613-239-5678 Ext. 5192 Email: Lana.Wilson@ncc-ccn.ca	INVITATION DATE/DATE DE L' APPEL D' OFFRES: February 17, 2017
	BID CLOSING/CLÔTURE DE L'OFFRE: March 6, 2017 at 3 p.m. Ottawa time
RETURN TO: 	National Capital Commission 40 Elgin Street 2nd Floor, Security Office (between 8:00am and 4:00pm) Ottawa, ON K1P 1C7 Submission to refer to NCC tender file # LW053

This page of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Statement of Work (SOW), the General & Supplementary Conditions 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).		
Contractor's Name and Address Tel: E-mail:	Print Name	Date
	Signature	
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	_____ Bidder to enter number of addenda issued, if any.	

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1. Submit six (6) duplicate copies of the technical proposal and one (1) sealed envelope clearly labelled Financial Proposal (Appendix C of the Statement of Work) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work (SOW).

The following NCC forms must also be submitted with your proposal:

- a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFP which includes the General/Supplementary Conditions, and any/all other attachments referred to herein,
- b. Appendix C Financial Proposal (sealed envelope), and
- c. Supplier - Direct Payment and Tax Information Form

2. 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)

3. Written questions and requests for clarification from proponents will be accepted until 12:00 noon on February 27, 2017, Ottawa time. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract. Your questions and requests for clarifications must be submitted in writing and addressed to Lana Wilson at email Lana.Wilson@ncc-ccn.ca.

4. The proposal is to include all relevant information as defined in the Statement of Work.

5. Your financial proposal (Appendix C - Statement of Work) must be signed and submitted in a sealed envelope clearly labelled "Financial Proposal" separate from the technical proposal documents.

6. Proposals obtaining a total minimum score of 80 percent of the technical component and no less than 50% of the points for each individual section (Section 1 to 4) will be considered as technically admissible. Financial proposals will be opened only for all technically admissible proposals. The Financial Proposal will be weighed with the technical evaluation score for the basis of award. The Financial Proposal considered in the evaluation of proposals must include all professional fees and other related expenses and disbursements. The selected proposal will be the one that presents the highest overall value between technical and price. The overall value will be based on a weighted factor of 70% for technical and a weighted factor of 30% for price. The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.

7. 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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8. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
9. The attached General & Supplementary Conditions, and Security Requirements will also form part of the resulting contract.
10. 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.
11. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
12. Facsimile or e-mail transmittal of proposals are not acceptable.
13. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
14. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
15. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.
16. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
17. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each proposal submitted by a joint venture must

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include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a Contract for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any Contract awarded as a result of the RFP. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.

18. SECURITY REQUIREMENTS

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

If contractor isn't registered with PWGSC, **Industrial Security program (ISP)**, the NCC Corporate Security reserves the right to request that the Contractor submit to a **Document Safeguarding Capability (DSC)** depending on the nature of the information it will be entrusted with.

In the event that the contractor does not meet the requirements to obtain the requested clearance, the contractor shall take the corrective measures recommended by the NCC's Corporate Security in order to meet these requirements.

STATEMENT OF WORK

Storage Area Network Replacement

INTRODUCTION

The National Capital Commission (NCC) has a requirement to replace its current Storage Area Networks (SANs) with a Shared Storage Solution system at the NCC Headquarters located at 40 Elgin St, Ottawa, Ontario, Canada.

The NCC is seeking proposals from experienced firms to provide a robust, high-performance, enterprise-grade shared storage solution to address current and future needs.

OBJECTIVE:

The NCC seeks to:

1. Consolidate the two existing HDS AMS 2100 SANs into a single shared storage solution.
2. Replace the Development SAN with a new shared storage solution.
3. Implement a system that supports some form of inline data reduction/compaction on SSD drives or flash storage.
4. If the proposed system is disk-based it must allow for storage tiers using some combination of SATA, SAS, SSD drives and/or flash storage if flash storage is an option.
5. GUI-based Centralized management that allows for storage configuration, capacity usage, system health, and performance monitoring.
6. Must provide at least 30TB of useable storage with the ability to non-disruptively expand the storage to over 100TB useable. The 30TB useable can be after inline data reduction technologies but not include thin provisioning.
7. Ability to replace drives and other system components non-disruptively.
8. Ability to upgrade "operating system" and firmware of components non-disruptively.
9. Ability to hot-add storage to the array.
10. Solution that supports fiber channel, NFS, and NAS protocols.
11. Implement a solution that minimizes disruptions during the migration process.
12. Implement a storage solution that is compatible with our existing environment.
Refer to appendix E.

COMPLETION DATE:

It would be preferable for the project to be completed on or before March 31, 2017.

TECHNICAL PROPOSAL

SCOPE OF WORK:

1. Shared Storage Hardware/Software:
 - Propose a shared storage solution including bill of materials
 - Provide a diagram describing the proposed architecture (network connectivity, fiber channel connectivity, RAID array configuration etc.)
 - Provide a proposed solution/methodology for migrating data off the existing SAN to the new storage.

2. Professional Services (Implementation if required):
 - Install and configure hardware and software.
 - Provide documentation on the storage installation and configuration.
 - Provide training session(s) for NCC IT Infrastructure staff.

3. Professional Services (Maintenance):
 - Provide a maintenance and warranty agreement.

SECURITY REQUIREMENTS:

All workers coming onsite must have or must be able to attain a “Reliability” security clearance.

BASIS OF AWARD

The following table specifies the percentage weighting applied to the scores of the Technical Proposal and the Financial Proposal in the determination of the successful bidder:

Proposal	Weight
Technical Proposal's points score	70%
Financial Proposal's points score	30%

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

APPENDIX C FINANCIAL PROPOSAL

Bidders Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Please note that any resulting contract will be a firm price contract and that the total cost proposed will be all inclusive. No other costs or charges will be applicable or payable by the NCC for this project.
- III. Pricing must be submitted in a separate sealed package clearly labelled “Financial Proposal” along with the Bidders company name and file number (LW053). No financial information may appear in the technical proposal.

Provide a five-year cost summary in the table below for the proposed SAN Solution.

Five-Year Total Cost Summary							
Ref. #	Cost Category	*Year 1				*Total	
	Bill of Materials						
1	Hardware:	\$				\$	
2	Software:	\$				\$	
	Professional Services						
3	Implementation:	\$				\$	
4	Installation:	\$				\$	
5	Documentation:	\$				\$	
6	Training:	\$				\$	
Sub-Total 1:						\$	
	Ongoing Services	*Year 1	*Year 2	*Year 3	*Year 4	*Year 5	*TOTAL
7	Maintenance:	\$	\$	\$	\$	\$	\$
8	Technical Support:	\$	\$	\$	\$	\$	\$
Sub-Total 2:						\$	
Sub-Total 1 & 2 :						\$	
Tax 13% :						\$	
Total :						\$	

*All unit pricing is exclusive of tax.

DELIVERY:

Please provide the expected delivery timeline upon contract award : _____/weeks

***Cost Category Definitions by Ref.#:**

1. **Hardware:** record the cost of hardware required.
2. **Software:** record the cost of software required.
3. **Implementation:** provide the cost of consulting services for the implementation of the solution.
4. **Installation:** provide the cost of technical installation of the solution.
5. **Documentation:** provide the cost associated with documentation if applicable.
6. **Training:** provide the cost associated with system administrator and IT Support staff training.
7. **Maintenance and enhancement:** List ongoing costs associated with the operation, yearly maintenance and enhancements (i.e. new features, firmware updates) of the proposed solution.
8. **Technical Support:** List ongoing costs associated with technical assistance for the solution (i.e. bug fixes, configuration, troubleshooting).

Appendix D

Mandatory and Technical Evaluation

MANDATORY ITEMS:

- I. Bidders must ensure full compliance with the following mandatory requirements.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation may be required.
- III. Bidder's **must** indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Cross Reference" for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.**

MANDATORY ITEMS	Mandatory Met? Yes or No	Cross Reference
1. Proposed solution must be enterprise-grade and included in one of the following Gartner's 2016 Leaders or Visionaries Quadrants for: a) General-Purpose Disk Arrays or, b) Solid-state Arrays.		Page:
2. If required by the vendor of the proposed system, the planning and implementation will be performed by experienced personnel and their attached resumes will document compliance with this requirement.		Page:
3. Vendor must provide estimated IOPS of proposed system.		Page:
4. Maximum 4-hour response time to service requests with a maximum of 24 - 48 hour on site part replacements.		Page:
5. Must provide at least 40TB of useable storage with the ability to non-disruptively expand the storage to over 100TB useable. The usable storage can be calculated based on vendor's inline data reduction technologies as long as the calculations do not include thin-provisioning. The multiplier effect of the data reduction technology must be included (2x, 3x etc.) by the vendor.		Page:
6. The storage solution must be compatible with our existing environment. Please refer to appendix A.		Page:
7. Implement a system that supports some form of inline data reduction/compaction on, at a minimum, SSD drives or flash storage.		Page:
8. Support for storage tiering of the solution if the solution is comprised of mixed drive types (SSD, SAS, SATA).		Page:
9. The vendor must provide a technical roadmap and the product life cycle for the proposed solution.		Page:
10. The SAN supports both fiber channel and NFS.		Page:

Note: Bidders can be provided with Veeam One performance reports of current storage connected to ESXi clusters.

EVALUATION CRITERIA

The Technical Proposal will be evaluated according to the following criteria. Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following Evaluation Criteria and assigned weight factors.
- II. Bidders **must** include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's **must** indicate the location of the information relevant to the Evaluation Criteria. Failure to clearly indicate the location of information (page number) in the Evaluation Criteria table may result in the disqualification of the proposal.

EVALUATION CRITERIA

	Deliverable Categories	Cross Reference (where applicable)	Weight Factor
1	Technical Proposal Proponents must provide technical details of the proposed solution such as: <ul style="list-style-type: none"> ▪ integration with VMWare vCenter & Microsoft Hyper-V ▪ breakdown of disk sets that comprise the system ▪ how system is patched ▪ ease of expanding onto additional storage shelves while system is live ▪ Demonstrate how system fault-tolerance is achieved ▪ Demonstrate how uptime is achieved ▪ Demonstrate path redundancy ▪ Identify if controllers active/active or active/passive 	Page:	55
2	Ease of Maintenance and Management <ul style="list-style-type: none"> • centralized GUI-based management. • the vendor must explicitly state which software and features are provided with the proposed solution to administer that solution and which are offered at additional expense • Demonstrate the ability to provide remote health monitoring 	Page:	60
3	Company, Planning and Implementation <ul style="list-style-type: none"> • proponent must provide 3 references of similar implementations including organization, contact, contact email address & phone number. Please provide brief description of work completed that is similar in scope. • Installation, if required, must be performed by experienced technicians. Resumes must be provided for each member of the implementation team and demonstrate experience with proposed product • Local presence for warranty and maintenance services • Local presence for consulting services 	Page:	10

4	Warranty and Maintenance Provide details on the following: <ul style="list-style-type: none"> • warranty and maintenance period for the solution • warranty and warranty service (hardware failure) • maintenance (hardware, software and firmware updates) • support (assistance with product) • projected End-of-Service-Life for the solution 	Page:	20
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A minimum evaluation score of 80% of the total and no less than 50% of the points for each individual section (1 through 4) listed above must be achieved in order to proceed to the opening of the Financial Proposal. The score obtained for the Technical Proposal will account for 70% of the bidder's total score.

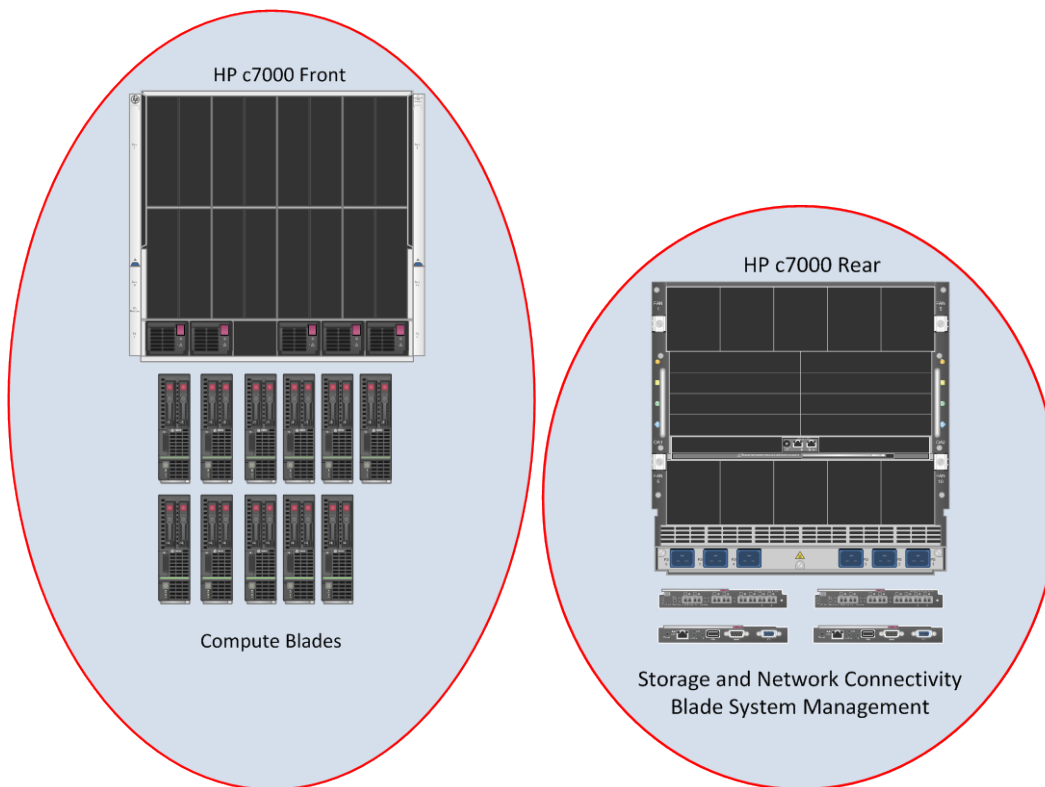
Appendix E

Note: The proposed solution needs to be compatible with the NCC hardware system it will be connected to along with the VMware versions. The two current SANs will be consolidated into a single new solution in two phases.

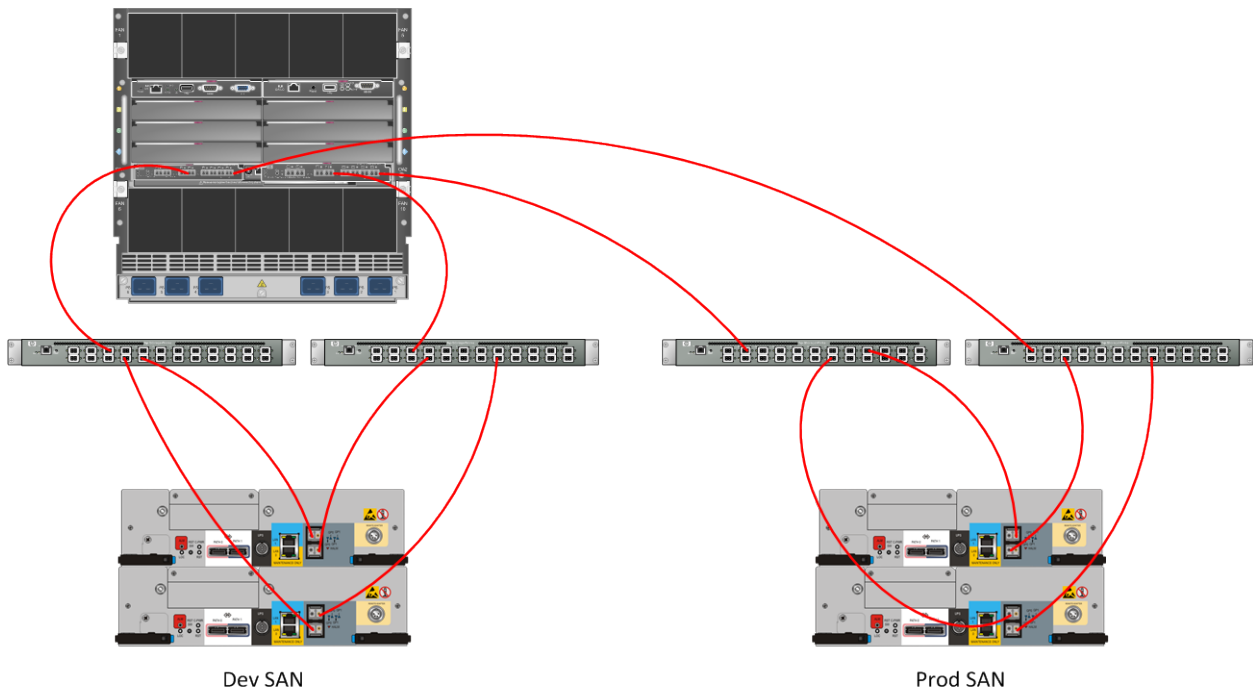
All the information provided in this appendix is subject to change at any time and the NCC makes no certification that any items provided in this section are without error.

The existing environment consists of the following:

HP c7000 Blade System housing 11 half-height blades. The blades are BL 460c G7 and G8 versions. There are two HP VC Flexfabric 10Gb connectivity modules for Ethernet and fiber channel.

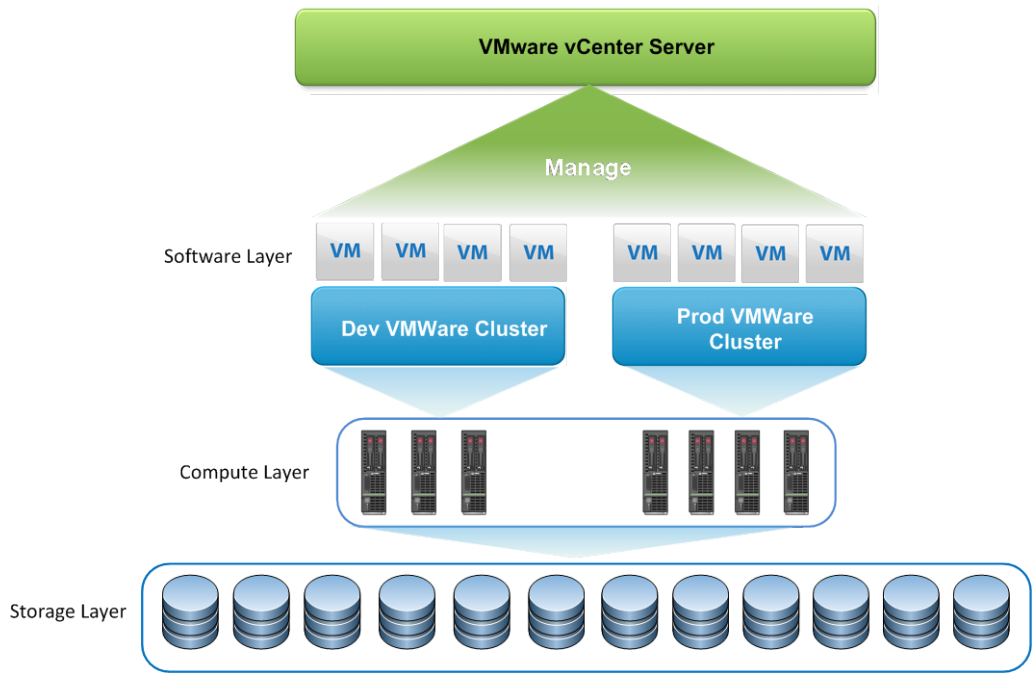


The HP Flexfabric modules connect to four Brocade switches and HP 8 port 10-GbE XFP Ext modules (JD191A) on two HP 7506 switches. The Dev SAN is connected to two Brocade 300 fiber channel switches and the Prod SAN is connected to two Brocade 5100 fiber channel switches.



The VMware environment consists of two ESXi 5.5 clusters managed by a single vCenter 5.5 instance and a VMware View 6.0 environment that consists of two ESXi 5.5 servers running on HP blades managed by a single vCenter 5.5 instance. Note that the View environment is not depicted in the diagram below. The storage is composed of two Hitachi AMS 2100 SANs. One SAN for Dev and one SAN for Prod.

VMware Logical Layered View including Clusters and Management (does not include VMware View)

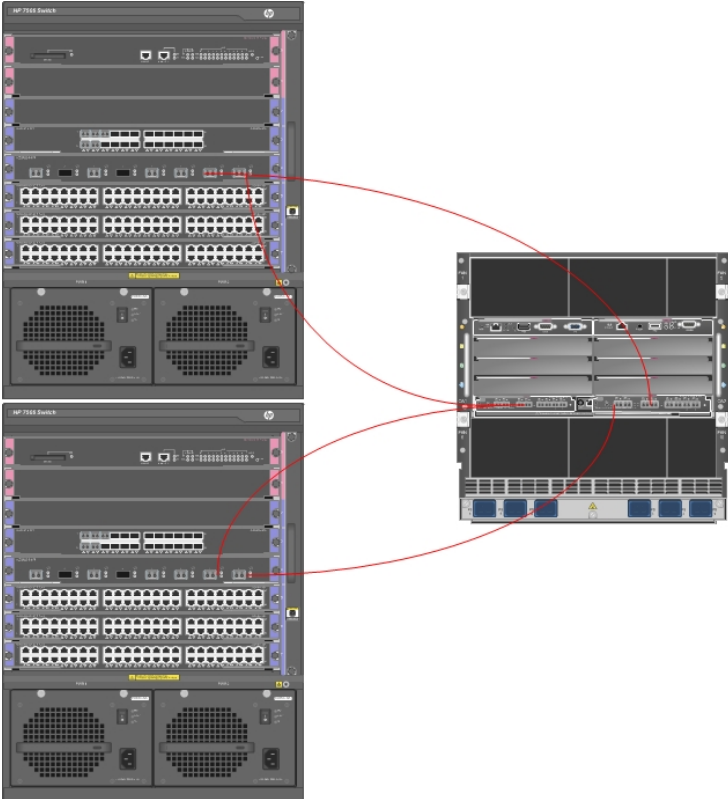


There are two physical Windows server file servers that are HP blades in the HP Blade System c7000 that connect to the SAN and Ethernet network via the HP Flexfabric modules.

These two blades connect to the SAN and Ethernet network via the HP Flexfabric modules.

Prod, Dev and the VMware View environment consist of 124 VM servers. The VMs are a mix of Windows and Linux servers. These VMs run applications ranging from file servers to DBMS servers.

The following diagram shows connectivity from the HP c700 Blade System to the HP 7506 switches. These connections support both 1Gb and 10Gb Ethernet and fiber connections based on the transceivers plugged into the module ports. Even though the blade system is connected to both switches the switches have not been configured for IRF (Intelligent Resilient Framework) at this time.



Physically the existing SAN and HP Blade System look similar to the image below. However, the racks are APC:



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.

SECURITY REQUIREMENTS

Security Requirements

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

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

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

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **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](#)

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur Update / Mise à jour

**SUPPLIER-DIRECT DEPOSIT PAYMENT AND TAX INFORMATION FORM
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 LPPF		<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 LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, 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

IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:

(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"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	OR / OU	SIN / NAS -		
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 services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

PART 'C' - FINANCIAL INSTITUTION / PARTIE 'C' - RENSEIGNEMENTS SUR L'INSTITUTION FINANCIÈRE

Please send a void cheque with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch Number / 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' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS

E-mail address / Adresse courriel :

PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
Name of authorized person / Nom de la personne autorisée	Title / Titre	Signature	Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ()			

IMPORTANT

Please fill in and return to the National Capital Commission with one of your business cheque unsigned and marked « VOID » (for verification purposes).

Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to: Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax: (613) 239-5007

Poster ou télécopier à : 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 Supervisor
(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.

Until we process your completed form, we will still pay you by check.

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

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

The advantages of direct deposit payment

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

There are fewer risks of direct deposit payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct deposit payment will be available in your bank account on the same day that we would have mailed your cheque.

Renseignements sur les fournisseurs aux fins 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, Superviseure aux comptes payable
(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.

Nous continuerons à vous payer par chèque jusqu'à ce que nous ayons traité votre formulaire.

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

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

Avantages du paiement 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.

Avec les paiements par dépôt direct, il y a moins de risques de perte, de vol ou de dommage, comme cela peut se produire dans le cas des chèques.

Les paiements effectués par paiement par dépôt direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.