



NATIONAL CAPITAL COMMISSION COMMISSION DE LA CAPITALE NATIONALE

REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5678 ext. 5051 allan.lapensee@ncc-ccn.ca	BID DEADLINE: June 9, 2017 at 3:00pm EDT
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 nd floor Ottawa, ON K1P 1C7 Reference NCC tender file # AL1703

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 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 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 all other attachments referred to herein,
 - b. Annex A-2 Fee Schedule Form, and
 - c. Optional: Supplier - Direct Payment and Tax Information Form (note this form and a voided check are only required from the successful firm(s) retained for a Standing Offer Agreement)
- 1.2 Enquiries regarding this proposal must be submitted in writing to Allan Lapensée, Sr Contract Officer, e-mail address – allan.lapensee@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 The technical proposal is to include all information as defined in the Terms of Reference, and as more particularly described in the section entitled "Rated Requirements".
- 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 The price schedule form (annex A-2) must be enclosed in an **envelope separately from the technical proposal** documents.
- 1.6 Proponents whose technical proposals meet the mandatory requirements and achieve the minimum evaluation score of 80 % will have their price envelopes opened. Technical proposals that do not meet the mandatory requirements and do not achieve the minimum required score of 80 % will be deemed non-responsive and will receive no further review. Basis of award will be the firm who offers the lowest total amount on the price schedule form (annex A-2). In the final evaluation of the bids received, the total amount on annex A-2 shall be evaluated.
- 1.7 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.

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)
MAINTENANCE & CONSERVATION OF NCC CULTURAL ASSETS
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1703**

- 1.8 It is the intention of the National Capital Commission to award one (1) Standing Offer Agreement as a result of this RFSO. The resulting Standing Offer Agreement will be for a period of three (3) years from the date of award. Unit rates quoted will remain fixed for the entire term.
- 1.9 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.
- 1.10 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.
- 1.11 The Security Requirements, the Occupational Health and Safety Requirements and the General Conditions will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.12 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.
- 1.13 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.
- 1.14 Facsimile transmittal of proposals will not be accepted.
- 1.15 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.
- 1.16 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.
- 1.17 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.
- 1.18 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.

- 1.19 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 **MAINTENANCE & CONSERVATION OF NCC CULTURAL ASSETS**, 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 a firm 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 three (3) years from the date of award. The unit rates quoted 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 \$50,000 CDN including all fees, disbursements, sub-Bidder costs and all applicable taxes.

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

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 the resulting Standing Offer Agreement is \$360,000.00 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 the SOA be more than \$396,000.00 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., 3rd floor
Ottawa, Ontario, K1P 1C7

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

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

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

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

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

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

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

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.

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

1. the "Project Manager/Officer" means such person as may be specifically designated by or on behalf of the Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

2. Assignment and Subcontracting

This contract may not be assigned without the written consent of the National Capital Commission, and neither the whole nor any part of the work may be subcontracted by the Contractor without the consent of the Project Manager/Officer. Every subcontract shall incorporate all the terms and conditions of this contract which can reasonably be applied thereto.

3. Indemnification

The Contractor shall indemnify, and save harmless the National Capital Commission from and against all claims, losses, costs, damages, suits, proceedings, or actions arising out of or related to the Contractor's activities in executing the work, other than those arising from a defect in title to the site of the work or the infringement of a patent arising from a design supplied by the National Capital Commission, but including his omissions improper acts or delays in executing the work under the contract.

4. Property of the National Capital Commission

The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the National Capital Commission arising out of the performance of the work whether or not such loss arises from causes beyond his control. Such property shall only be used by the Contractor as may be directed by the Project Manager/Officer and the Contractor shall, at any time when requested to do so, account to the Project Manager/Officer for the use of such property.

GENERAL CONDITIONS

5. Permits and By-Laws

The Contractor shall comply with all laws and regulations, relating to the work whether federal, provincial or municipal, as if the work was being constructed for a person other than the National Capital Commission and shall pay for all permits and certificates required in respect of the execution of the work.

6. Canadian Labour and Materials

Insofar as is practicable the Contractor shall employ and use Canadian labour and materials in the execution of the work and utilize the services of the Canada Manpower Centre in the recruitment of such labour.

7. Publicity

1. The Contractor will neither permit any public ceremony, nor erect or permit the erection of any sign or advertising, in connection with the work without the approval of the Project Manager/Officer.
2. All exterior signs erected by the contractor will be in both official languages and subject to NCC approval.

8. Materials, Equipment, etc. to become Property of the National Capital Commission

All materials and plants used or provided for the work shall be the property of the National Capital Commission, shall not be removed from the site of the work and shall be used only for the purpose of the work, until the Project Manager/Officer shall certify that they are, if not incorporated in the work, no longer required for the purpose of the work. The Contractor shall be liable for all loss or damage to materials or plants that are the property of the National Capital Commission by virtue of this section.

9. Contractor's Superintendent and Workers

The Contractor will keep a competent superintendent on the site of the work at all times during the progress of the work unless otherwise authorized by the Project Manager/Officer. The superintendent must be acceptable to the Project Manager/Officer and have the authority to receive on behalf of the Contractor any order or communication in respect of the contract. Any superintendent and workers not acceptable to the Project Manager/Officer because of incompetency, improper conduct or security risk will be removed from the site of the work and replaced forthwith.

GENERAL CONDITIONS

10. Co-operation with other Contractors

The Contractor will co-operate fully with other contractors or workers sent onto the site of the work by the Project Manager/Officer. If the sending onto the work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the contract, and if, in the opinion of the Project Manager/Officer the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within thirty days of such action, the National Capital Commission will pay the cost of such additional expense to the Contractor calculated in accordance with Section 20.

11. Claims Against and Obligations of the Contractor or Subcontractor

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.
2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

12. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

1. have access to the work at all times during its execution and the Contractor will provide the Project Manager/Officer with full information and assistance in order that he may ensure that the work is executed in accordance with the contract;
2. decide any question as to whether anything has been done as required by the contract or as to what the Contractor is required by the contract to do, including questions as to the acceptability of, the quality or quantity of any labour, plant or material used in the execution of the work, and the timing and scheduling of the various phases of the work;
3. have the right to order additional work, dispense with, or change the whole or any part of the work provided for in the plans and specifications. The Project Manager/Officer shall decide whether anything done or not done as a result of directions given under this sub-section has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

The Contractor shall comply with any decision or direction of the Project Manager/Officer given under this section.

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13. Delay, Non-compliance, or Default by the Contractor

If the Contractor delays in the commencement, execution or completion of the work, fails to comply with a direction or decision of the Project Manager/Officer properly given, or is in default in any other manner under the contract, the Project Manager/Officer may do such things as he deems necessary to correct the Contractor's default.

The Contractor will reimburse the National Capital Commission for all costs, expenses and damages incurred or sustained by the National Capital Commission, by reason of the Contractor's default, or in correcting the default. In addition to the aforementioned remedies in this section, the National Capital Commission may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager/Officer, terminate the contract in accordance with Section 17.

14. Changes in soil conditions, National Capital Commission delays

1. The Contractor will receive no additional payment for additional costs incurred due to loss, damage or any other reason whatsoever, without the express certification of the Architect/Engineer that the additional cost, loss or damage is directly attributable to:
 - i) in the case of a flat-rate contract, a significant difference between the soil condition information contained in the plans and specifications and actual on-site soil conditions;
 - ii) negligence or delay on the part of the National Capital Commission, following the contract signing date, in providing complete information or in executing its full contract responsibilities or, according to current trade practice, the Contractor has submitted to the Architect/Engineer a written notice of claim for additional costs, loss or damages, not later than thirty (30) days following the date on which the varying soil conditions were noticed, or the date on which said negligence or delay commenced. The amount of any additional payments to be issued under this article will be calculated as per Article 20.
2. If, in the opinion of the Architect/Engineer, the Contractor has ensured a savings due to the differing soil conditions cited above, the amount of this savings will be deducted from the total price of the Contract stated in Article 1 of the Offer and Agreement.

15. Protesting Project Manager/Officer's Decision

If the Contractor, within 10 days of receiving any decision or direction of the Project Manager/Officer, gives written notice to the Project Manager/Officer that the decision or direction is accepted under protest, the National Capital Commission will pay to the Contractor the cost, calculated according to Section 20, of anything that the Contractor was required to do, as a result of the decision or direction, beyond what the contract correctly understood would have required him to do.

GENERAL CONDITIONS

16. Suspension or Termination of the Contract

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.
4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

17. Security Deposit

If any security deposit is provided by the Contractor pursuant to this contract it shall be dealt with in accordance with the Government Contracts Regulations, provided that if the Contractor is in breach or default under the contract the National Capital Commission may convert or negotiate such security to its own use. If a Labour and Material Payment Bond is provided pursuant to the contract the Contractor shall post on the site of the work a notice to that effect which shall include the name and address of the Surety, definition of those persons protected therein and an outline of the procedure for submitting a claim.

18. No Additional Payment

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or

GENERAL CONDITIONS

Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

19. Determination of Costs

For the purposes of Section 11, 13.3, 15, 16 and 17.4, the amount payable to the Contractor shall, subject to the provisions of Section 25.2.ii) hereof, be based on the unit prices, if any, set out in Clause 4 of the Offer and Agreement. If such unit prices are not applicable the Project Manager/Officer and the Contractor may mutually agree on the amount payable. Failing such agreement the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as certified by the Project Manager/Officer.

20. Records to be Kept by Contractor

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them with any information which they may require from time to time in connection with such records.
2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

21. Extension of Time

The National Capital Commission may, on the application of the Contractor, made before the day fixed for the completion of the work, extend the time for completion of the work. The Contractor shall pay to the National Capital Commission an amount equal to the National Capital Commission's expenses and damages incurred or suffered by reason of the delay in completion of the work unless in the opinion of the National Capital Commission such delay was due to causes beyond the control of the Contractor.

22. Cleaning of Work

The Contractor will upon completion of the work, clear and clean the work and its site to the satisfaction of and in accordance with any directions of the Project Manager/Officer.

GENERAL CONDITIONS

23. Project Manager/Officer's Certificates

On the day that the work has been completed and the Contractor has complied with the contract and all orders and directions pursuant thereto to the satisfaction of the Project Manager/Officer, the Project Manager/Officer will issue to the Contractor a Final Certificate of Completion. In the case of a unit price contract, the Project Manager/Officer will at the same time issue a Final Certificate of Measurement setting out the final quantities used or employed in respect of the classes and units set out in the Unit Price Table, and any subsequent amendments thereto, under Clause 4 of the Offer and Agreement, such certificate to be binding upon the Contractor and the National Capital Commission.

24. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
 - ii) The Project Manager/Officer and the Contractor may, by agreement in writing, add to the aforesaid Unit Price Table other classes of labour, etc., units of measure, estimated quantities and prices per unit, and may if the actual quantities as set out in the aforesaid Final Certificate of Measurement exceed or fall short of the estimated quantities in respect of any item(s) shown in the aforesaid Unit Price Table by more than 15% amend the unit prices shown in the Unit Price Table for such items, provided that in the event the actual quantities exceed the estimated quantities by more than 15% the aforementioned amendment to the unit prices shall apply only to the actual quantities in excess of 115% of the estimated quantities. Where the Project Manager/Officer and the Contractor fail to agree on the amount of any adjustment as contemplated by this sub-section the revised or new prices per unit shall be determined in accordance with Section 20 hereof.

GENERAL CONDITIONS

3. If the amount of the Contract is in excess of \$5,000 the Contractor shall be entitled to receive progress payments upon submitting Progress Claims which must be approved by Progress Reports issued by the Project Manager/Officer at monthly intervals. The amount to be paid to the Contractor for a progress payment shall be 90% of the value of the work certified by the Project Manager/Officer in the Progress Report as having been completed since the date of the immediately preceding Process Claim, if any, when a Labour and Material Payment Bond has been furnished under the contract the amount to be paid under this sub-section shall be 95% of the value certified by the Project Manager/Officer.
4. Sixty (60) days after the issue by the Project Manager/Officer of the Final Certificate of Completion there shall become due and payable to the Contractor the amount described in sub-section 1 of this section less the aggregate of the amounts, if any, paid pursuant to sub-section 3 of this section.
5. Notwithstanding sub-sections 3 and 4 of this section, no payments shall be due or payable to the Contractor if he has failed to supply any Statutory Declaration pursuant to Section 12, surety bond or security deposit pursuant to Clause 5 of the Offer and Agreement.
6. A payment by the National Capital Commission pursuant to this section shall not be construed as evidence that the work is satisfactory or in accordance with the contract.
7. Delay in making a payment by the National Capital Commission under this section shall not be deemed to be breach of the contract. However, subject to sub-section 5 of this section, if payment of any Progress Claim under sub-section 3 of this section is not made within 60 days of the date of receipt of the Contractor's Progress Claim, such Progress Claim shall be deemed to be overdue and the Contractor shall be entitled to interest at the rate of 5% per annum of the amount overdue for the period commencing at the end of the forty-fourth day after the said date of receipt of the Progress Claim and ending on the date paid.
8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

25. Correction of defects

Should the Contractor receive notice from the Architect/Engineer requiring the correction, at the Contractor's expense, of any defect or vice, regardless the cause, the Contractor will complete the necessary corrections on or before the deadline specified in said notice, in the event that the defect or vice becomes evident not later than twelve (12) months following the date of the Final Certificate of Completion.

GENERAL CONDITIONS

26. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the National Capital Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the National Capital Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the National Capital Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The National Capital Commission reserves the right to cancel the contract if the National Capital Commission does not receive the said certificate in which event the contract shall be null and void.

27. Workers Compensation

Successful construction project Contractors shall be required to provide evidence of compliance with workers' compensation legislation applicable to the place of the work including payments due thereunder, prior to award of the contract. Every successful construction project Contractor shall be required to provide evidence of such compliance at the time of submitting its first progress claim, at the time of substantial performance of the Work, and prior to issuance of the Certificate of Completion.

Occupational Health and Safety Requirements

1. General

- 1.1** In this Contract “OHS” means “occupational health and safety”.
- 1.2** With respect to the work to be performed under the Contract, the Contractor covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best practices prevailing in the construction industry at that time.
- 1.3** The Contractor acknowledges that, to the extent that the following matters may be affected by conduct of the work, it is responsible for the:
- 1.3.1 health and safety of persons on site;
 - 1.3.2 safety of property on site;
 - 1.3.3 protection of persons adjacent to the site; and,
 - 1.3.4 protection of the environment.
- 1.4** Without limiting the generality of section 1.3, the Contractor acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with all laws or regulations that may be applicable to the conduct of the work including, without limitation:
- (a) the provisions of the *Occupational Health and Safety Act* of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
 - (b) *La Loi sur la santé et la sécurité du travail* of Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
 - (c) Applicable provisions of the *Canada Labour Code, Part II*;
 - (d) Employment standards legislation in the province(s) in which any part of the work is performed; and
 - (e) Any policies or directives issued by the NCC in respect of the subject matter of the contract.
- The NCC will present any such policies or directives referred to in paragraph (e) to the Contractor in written form by not later than the pre-construction meeting. The Contractor is obliged to ensure that the relevant policies and directives have been communicated to and acknowledged by all its employees and that they will be complied with. The NCC reserves the right to require the Contractor to produce evidence satisfactory to the NCC acting reasonably that the Contractor has discharged the foregoing obligations.
- 1.5** By entering into the Contract with the NCC, the Contractor represents and warrants to the NCC that it has informed itself of and is knowledgeable about the obligations imposed by the legislation referred to in 1.4. above.
- 1.6** For purposes of the relevant provincial OHS legislative regime the Contractor acknowledges and agrees that it is the “Constructor” and covenants to discharge and accept all liability for the performance of the obligations of the “Constructor” in respect of the work provided for in the Contract. Notwithstanding a determination by the relevant authority having jurisdiction that the NCC is the “Constructor” in the event of a dispute between the Contractor and the NCC, the

- Contractor acknowledges and agrees that the Contractor shall be financially responsible for the implementation of protective measures necessary to fulfill the obligations of the “Constructor”.
- 1.7** As between the NCC and the Contractor, the NCC’s decision as to whether the Contractor is discharging its obligations in respect of OHS issues shall be definitive. Without limiting the generality of the foregoing, in the event of any dispute with respect to instructions given by the NCC’s designated representative, the Contractor may note such dispute, but must nevertheless forthwith comply with any such instructions.
- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
 - 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
 - 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
 - 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
 - 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
 - 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
 - 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.

2. Qualifications of Personnel

- 2.1** By entering into this agreement the contractor represents and warrants that it has the requisite experience, training, formal certification and equipment to enable it to discharge the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above.
- 2.2** The Contractor represents and warrants that supervisory personnel employed by the Contractor in respect of performance of any part of the work have the requisite experience, authority, training, formal certification and equipment to ensure that the obligations enumerated in sections 1.3, 1.4, 1.5 and 1.6 above are discharged and agrees to deliver such evidence as may be required by the NCC from time to time to verify same.

3. Certification

- 3.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver a Worker's Compensation Clearance Certificate. Where the duration of the project is greater than sixty days, the Contractor covenants and agrees to deliver up-dated certificates at least every 60 days. In the event of a failure by the Contractor to deliver up-dated certificates, the NCC shall be entitled to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 3.2** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver historical information on its injury experience including any pertinent Worker's Compensation Experience Reports. Such historical information shall report data for the previous three years.

4. Plans Policies and Procedures

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:

- (a) A copy of the contractor's OHS policy;
- (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
- (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

The Contractor covenants and agrees to deliver the necessary material safety data sheets for the review and approval of the NCC prior to entering the site to perform work related to the relevant material.

Approval by the NCC does not amend the provisions of the Contract with respect to the allocation of liability for discharging or failing to discharge OHS obligations. Such liability remains with the Contractor notwithstanding the granting of such approval.

- 4.2** The Contractor acknowledges and agrees that prior to commencement of work it must attend a pre-construction briefing at which any special or additional practices and procedures to be followed in completing the work are to be established. Without limiting the provisions of section 1.4(e) above, the representatives of the Contractor attending the briefing will be required to deliver

a signed acknowledgement that the practices and procedures set out in the pre-construction briefing have been understood and will be complied with.

- 4.3** At any time and from time to time during the performance of the work, the NCC shall have the right to audit the manner in which the Contractor is discharging its OHS obligations and to determine whether the project specification and/or OHS policies, practices and procedures are being complied with. In the event that the audit discloses any failure by the Contractor to discharge such OHS obligations, the NCC shall be entitled to forthwith rectify at the Contractor's expense any such deficiency and the NCC shall have the further right to immediately terminate the contract without notice and without incurring any liability to the Contractor.
- 4.4** The Contractor covenants and agrees to conform with all requirements of the Workplace Hazardous Materials Information System.
- 4.5** The Contractor acknowledges and agrees that where required by any law or regulation applicable to the performance of the work it must establish and maintain a project health and safety committee. The contractor further acknowledges and agrees that it must enable staff to attend all relevant safety meetings, and that the cost of same, including costs attributable to standing down equipment is included in its bid price and is not independently recoverable.
- 4.6** Where required by the relevant provincial regulatory regime, the Contractor acknowledges and agrees that it is responsible for delivery of notice of the project to the relevant regulatory authority, and for the performance of any other administrative activity required to meet the obligations imposed in the pertinent provincial regulatory regime.
- 4.7 (Optional depending on hazard or scope of project).** The contractor covenants and agrees that it shall employ and assign to the work, a competent OHS professional as Health and Safety Coordinator that must:
- (a) have a minimum two (2) years' site-related working experience specific to activities associated with.(identify specific subject matter)
 - (b) have basic working knowledge of specified occupational safety and health regulations,
 - (c) be responsible for completing health and safety training session and ensuring that personnel not successfully completing the required training are not permitted to enter the site to perform the Work,
 - (d) be responsible for implementing, enforcing daily and monitoring the site-specific Health and Safety Plan, and
 - (e) be on site during execution of the Work.

The parties acknowledge that in lieu of employing an OHS professional, the Contractor may provide same by sub-contracting for such services.

- 4.8** Upon completion of the work the Contractor covenants and agrees to participate with the NCC in a post performance interview to evaluate the performance of the Contractor in respect of the OHS obligations under the contract. Without limiting the generality of the foregoing, the interview will identify areas of compliance and non-compliance in terms of:
- (a) actual performance of the work;
 - (b) reporting or procedural requirements;

(c) resolution of deficiencies.

The contractor acknowledges and agrees that the results of the post-completion interview may be relied upon by the NCC in evaluating bids subsequently submitted by the Contractor on other NCC projects.

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 : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

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

Branch Number / 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.



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

Maintenance and Conservation of NCC Cultural Assets in the National Capital Region

Terms of Reference for the Request for Standing Offer
(RFSO)

NCC-CCN
May 2017

Introduction

1.0 Term

The Standing Offer Agreement (SOA) is for a period of three (3) years from the award of the SOA.

1.1 Context

The preservation program for the NCC's sculptures and monuments was initiated in 1988. The program was created to fulfill one of the NCC's three primary mandates: safeguarding and preserving the Capital for all Canadians. By preserving and maintaining its collection, the NCC will allow future generations to enjoy these assets that celebrate people and events of national significance. The collection features commemorations and installations that highlight Canadian values, heritage and achievements. They also showcase Canadian artistic achievement and celebrate our diversity.

1.2 Purpose

The National Capital Commission (NCC) is committed to the development and enhancement of the Core Area of Ottawa - Gatineau by supporting activities that reinforce the image and perception of the National Capital Region (NCR). In keeping with these objectives, the NCC is seeking the services of a specialized Contractor for the care and maintenance of statues, monuments and works of art in the NCR.

This Terms of Reference document invites prospective Contractors to submit proposals for the work specified in this document. It is the intention of the NCC to evaluate these technical proposals for the purpose of selecting one Contractor that is deemed capable of meeting key performance requirements with respect to quality, reliability, timing and scheduling, product pricing and ongoing servicing of this SOA.

1.3 Scope of Work

The intention of this program is to ensure the conservation of the NCC's Cultural Assets. Through this Standing Offer Agreement (SOA), sixty five (65) pieces and their associated interpretive plaques will be maintained on an as needed and requested basis with an approximate annual budget of \$100-120K per year. There is the possibility of additional pieces being added during the life of the SOA.

Maintenance and Conservation of Cultural Assets in the National Capital Region

The care and conservation work required includes, but is not necessarily limited to, Preventive maintenance, restoration, painting, washing and waxing, polishing and Reactive maintenance to restore assets following vandalism and/or graffiti.

Work performed for this SOA must respect;

- the moral rights of the artist;
- the integrity of the piece;
- The preservation of the assets for future generations.

The pieces were created using a variety of mediums including, but not limited to stone, glass, tin, bronze, brass, wood, stainless steel and fibreglass. Attached to this RFSO, Proponents will find a list identifying each sculpture/monument including information about the medium, the artist, the location and other operational information that is pertinent to the content of this SOA.

1.4 Contractor's Obligations

The Contractor agrees to take any and all steps required to fulfill his obligations under this SOA and to comply with the terms of this SOA at all times, completely and faithfully at his cost. The scope of the SOA is established by the body of services required in each section. The Contractor shall perform all work required to fulfill the obligations of this SOA in accordance with all industry standards. The Contractor will ensure that he provides the services required in each section of this SOA even though individual tasks are not all specifically identified, but are required to provide the services requested. The Contractor must hire and retain high quality, experienced staff and (when necessary) sub-contractors whose work meets or exceeds the requirements set out in this SOA.

1.5 NCC Responsibilities

The NCC will:

- Ensure that all contractual obligations are continuously met by the Contractor.
- Provide a Contract Management Officer (CMO) for this SOA who shall be the Contractor's principal contact at the NCC.
- Make timely decisions that facilitate the Work to be delivered by the Contractor.
- Provide plans and specifications where and when available.

1.6 Geographical Boundaries

The Contractor shall provide all services required within the geographic boundaries as summarized on the maps that form part of this SOA.

Typical Terms & Conditions

2.0 Definitions

For the purpose of this SOA the following terms within this document will be defined as:

“Condition based monitoring” or **“CBM”** means observing and reporting (monitoring, testing, etc.) the state of an asset in order to determine when/if Maintenance is actually necessary.

“Contract Management Officer” or **“CMO”** means an NCC employee or delegate whose function is to monitor the SOA on behalf of the NCC.

“Contractor” means the Successful Proponent.

“Employees of the Contractor”, “Contractor’s Employees”, “Personnel of the Contractor” and **“Contractor’s Personnel”**, whether in upper or lower case, all mean any person employed by the Contractor and include dependent contractors and any subcontractors of the Contractor as well as their employees.

“Equipment” means all tools and machinery that shall be provided by the Contractor in order to fulfil the requirements of the SOA.

“Hourly Rate/Unit Price” means cost allocated to the services described in Appendix 2-A to be provided by the Contractor in conformity with the standards of performance contained in this SOA.

“Maintenance” means any action taken to keep an asset in a state where it may be safely utilized for its designed or designated purpose. Notwithstanding the generality of the aforementioned, Maintenance also includes:

“Predictive Maintenance” means the application of Condition Based Monitoring (see definition) or testing of assets for the purpose of early detection and elimination of equipment defects that could lead to unplanned downtime or unnecessary expenditures. Generally speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Maintenance should be performed.

“Preventive Maintenance” means all systematic, predetermined Work performed to a schedule with the aim of preventing the premature wear and tear or sudden failure of assets.

“Reactive Maintenance” means the Maintenance required after an event, malfunction or failure of an asset or a component. This type of Maintenance is usually (but not exclusively) triggered by equipment failure or vandalism and requires immediate response and action from the Contractor as defined in this SOA.

“NCC” means the National Capital Commission.

“Standing Offer Agreement” (SOA) is an agreement by which a Contractor agrees to supply goods and/or services, as requested by the NCC, for a specific period of time, at prearranged prices and as per the applicable terms and conditions set out in the agreement.

“Subject Matter” means the lands, buildings, fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the SOA.

“Successful Proponent” means the Contractor, if any, to whom the NCC has awarded the SOA.

“Terms and Conditions” means the SOA and the expressions hereof, herein, hereto, hereunder, hereby and similar expressions referring to these Terms and Conditions; unless otherwise indicated, references to articles, sections and recitals are to articles, sections and recitals in these Terms and Conditions.

“Work” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Contractor with respect to the Subject Matter in accordance with the terms of this SOA.

“Year” means a period of twelve consecutive months during the Term extending from June 1st of one calendar year to May 31st in the next calendar year.

2.1 Transition

The Contractor shall ensure a seamless transition at the beginning, renewal (if any), and termination of this SOA. Furthermore, the Contractor shall provide assistance to the future contractor as well as to the NCC by ensuring continued services during the transition period. The Contractor shall make himself/herself available, at no additional cost to the NCC, until at least 60 working days after the termination of the SOA for special meetings or other tasks requested by the NCC.

2.2 Ownership and Copyright

It shall be a term of any proposal or resulting SOA that the copyright of all documents, plans, designs, ideas, concepts, models and drawings, any industrial designs, and all materials and tools supplied by the NCC remain under the sole authority and ownership of the NCC. The Contractor will be granted permission to use all plans, designs and drawings, only for the delivery of the services listed herein, for the duration of the SOA. The Contractor shall not produce or sell such products without the express prior consent of the NCC in writing.

2.3 Insurance

Refer to the General Conditions for details on Insurance.

2.4 Responsibility for Damage

The Contractor shall be responsible for any damages that it causes to NCC property. Any damage is to be reported immediately to the NCC.

Section 3 – General Requirements

3.1 Art of Trade and Certification

The Contractor shall respect all trade certification when required by law. Any work to be performed by the Contractor or by a subcontractor working on behalf of the Contractor must be done in accordance with the art of the trade and must follow any and all guidelines, requirements and specifications as set out by such trade. The Contractor will operate in accordance with all federal, provincial and municipal codes and standards. Proper safety precautions must be exercised at all times, with extra precautions taken to protect the general public.

3.2 Security

The Contractor shall ensure that none of the employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this SOA constitute a security risk and shall, at the request of the NCC, ensure that all employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this SOA complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this SOA.

There are three levels of screening: reliable status, site access or secret. The required level will be determined depending on the site where the work is performed or the type of task required. At a minimum, the NCC shall require **reliability** clearance. Refer to the Security requirements annex for further details.

3.3 Media Relations

The Contractor shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters or assets made by the media must be forwarded to the NCC. The Contractor shall not give interviews without prior written approval from the NCC.

Operational Service Requirements

4.0 Introduction

This section provides a detailed description of the maintenance and conservation requirements of the SOA. The Work required is divided into 2 major categories; Reactive Maintenance and Preventive Maintenance. Predictive Maintenance is more clearly described in Section 6.

4.1 Reactive Maintenance

The Contractor will provide a Reactive Maintenance service and be available to respond to NCC calls 7 days per week, between the hours of 0800 and 1800. The said service shall include a dedicated telephone line equipped with voice mail for calls made outside the hours stated above. During the aforementioned hours, the Contractor must return all calls received within 60 minutes. The telephone number for the Reactive Maintenance service shall remain the same for the duration of the Term of this SOA and shall be given to the NCC Call Centre, the CMO and the NCC 24-hour emergency service centre.

Within 24 hours after receiving a Reactive Maintenance service request from the NCC, the Contractor must have;

- Visited and assessed the affected asset(s);
- Discussed and consult the NCC CMO;
- Submitted a detailed plan of action which clearly describes the remediation measures proposed, the methods/products/trades to be used, an estimate of costs and a proposed schedule for the execution of the work. This plan should be in the same format used by the Contractor to fulfill his obligations under section 5.1.

The CMO will make timely decisions that facilitate the Work that is proposed by the Contractor and will not unreasonably withhold approval.

4.2 Preventive Maintenance

The Preventive maintenance plan for each of the assets will be finalized jointly with the Successful Bidder, after consultations, site visits and with the help of the asset condition reports described in Section 5.

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The following general conditions shall apply to any Maintenance or repairs completed by the SOA:

- a) The Contractor shall not propose or undertake Work which is more extensive than is required.
- b) The Contractor shall not undertake work for which he/she is not qualified.
- c) The Contractor shall select techniques which will have the least detrimental impact on the assets.
- d) The Contractor may not remove any part of the pieces without prior written consent from the NCC to do so.
- e) The Contractor must employ only skilled and competent staff to perform the work. The NCC retains the right to verify the training and experience level of each person on the work site in order to confirm that the NCC is receiving the level of competency being paid for through the SOA.
- f) Quotes produced and payments made for the work performed must be based on the approved SOA Unit Price Table (Appendix 2-A). The Unit price table shall include prices for the time of the Contractor as well as prices for the time of the assistant. The hours of work are based on the hours of work onsite.

4.3 Approval of schedules

For all Work described in this SOA, or Work proposed by the Contractor (as described in section 5), the Contractor will supply an implementation schedule for approval by the NCC. The Contractor will work diligently on the assets until completion of the approved Works. The NCC representative will be kept informed of all changes to, and deviations from the approved schedule.

4.4 Materials

The following general conditions shall apply to any of the materials proposed or used by the Contractor:

- a) The Contractor shall only use materials which have been reviewed and accepted by the NCC.
- b) Materials must not pose a health hazard to the public or the environment.
- c) Every effort should be made to mitigate possible environmental effects that result from both the use and disposal of cleaning agents. Where possible, the Contractor should use materials and methods that are eco-friendly and environmentally sustainable in nature.

4.5 Labour and subcontracting

The Contractor will be solely responsible for correcting, at the Contractor's expense, any damages resulting from faulty workmanship done by him/her or his/her sub-

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contractors. The NCC will be billed only for the level of competency of the person performing the tasks, as outlined in the SOA unit price table. Should sub-contractors be required, they must be approved by the NCC. The Contractor will be responsible for the sub-contractors' performance and workmanship, regardless of NCC approval being received.

Reporting

5.0 Introduction

The following section describes all administrative, financial and operational reporting requirements of this SOA. The Contractor must prepare and deliver the reports indicated below (at the times specified) and others that the NCC may consider to be required. The NCC expects the Contractor to apply Condition Based Monitoring (see definition) techniques in order to produce analysis and reports which are complete and insightful, containing recommendations which reflect the Contractor's depth of knowledge and experience in this field. Without restricting the generality of the foregoing, the Contractor shall deliver reports containing information sufficient to enable the NCC to make informed decisions on the management of its assets. All reports shall be delivered to the NCC CMO on or before their respective deadline. The Contractor shall be required to make corrections or prepare a new report in cases where the initial report does not meet NCC requirements. The Contractor shall have an extension of 10 Business Days after the deadline to provide a revised or new report satisfactory to the NCC.

5.1 Asset Condition Report (Predictive Maintenance)

The Contractor will complete a detailed inspection of the listed assets and produce a detailed report based on his/her observations and findings as per the schedule below. The Contractor will propose the content and format of this report. The NCC reserves the right to request additions or modifications to the proposed content and format, following discussions with the Contractor.

Report deadlines:

- No later than 45 calendar days following the signing of the SOA.
- Thereafter, no later than June 15th of each calendar year.
- No later than 60 calendar days prior to the end of the SOA.

The minimum content requirements for the report are as follows;

- The report must be neatly and logically arranged, each asset having its own page or section. Certain assets may have many components and require more than one page.
- The NCC asset number, the name of the artist, the title of the work and its location.

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- A description of the Preventive Maintenance performed on the asset within the 12 previous months.
- A description of the Reactive Maintenance performed on the asset within the 12 previous months.
- A detailed description of the asset on the day (include date) it was inspected.
- A detailed description of the Maintenance being proposed and the rationale supporting each proposed task.
- Each proposed task must be assigned a priority, by ensuring they fall into one of two categories; 1) Necessary and 2) Recommended.
- An estimate of time (hours) and costs (labour & materials) required for the Predictive Maintenance being proposed.
- Photographs to help support and illustrate (where useful or necessary) the observations or recommendations.

The minimum formatting requirements for the reports are as follows:

- Each report must be in its own vinyl hard_cover 3 ring loose-leaf binder (219mmx279mm);
- Each report must include one electronic copy on CD, in Adobe Acrobat (pdf) format. The CD must be clearly labelled.

5.2 Insurance Certificates

Proof of insurance must be provided each March 15th during the Term of the SOA (refer to the General Conditions for details on Insurance.). At the same time, the Contractor shall submit proof of liability insurance.

5.3 Security Clearances

Provide all information required to obtain the appropriate security clearance for all Contractor's employees at the beginning of the SOA and when new employees are hired. See 3.2

Process for Submitting a Proposal

6.0 Introduction

This section of the RFSO provides details about information which must be submitted with the Proposal in response to this tender. All Proposals that are received on time will be reviewed to ensure that the mandatory requirements have been met.

6.1 Mandatory requirements

The Contractor must be an accredited member of the Canadian Association of Professional Conservators (CAPC). The Contractor must supply with his/her proposal:

- Proof of graduation from an accredited institution specialising in conservation of Outdoor Cultural Assets, and/or
- Proof of accreditation from the CAPC.

Proposals complying with the mandatory requirement shall be considered compliant and will proceed to the next stage of the evaluation process. Proposals that are not in compliance with the mandatory requirement shall be treated as non-responsive and receive no further consideration.

6.2 Rated Requirements

Proposals need a minimum total of 80 points out of 100 in order to pass the Rated Requirements. The four Rated Requirements are:

1. Company experience	30 %
2. Work methodology	30 %
3. Three (3) professional references	20%
4. Supporting staff experience	<u>20%</u>
Total	100%

The Rated Requirements will be evaluated against the following criteria:

EVALUATION CRITERIA
Excellent. Exceeds all of our requirements (100% of the weighted factor)
A sound response. Fully meets our requirements (90% of the weighted factor)
Acceptable, minimum level. Meets our basic requirements (80% of the weighted factor)
Falls short of meeting basic expectations (50% of the weighted factor)
It's a response but doesn't address our needs (20% of the weighted factor)

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The response is completely unacceptable or the information is missing altogether (0% of the weighted factor)

Proponents must clearly demonstrate that their organization and team possess the necessary experience and quality of workmanship to deliver the full range of services stipulated in the RFSO. Proponents shall provide the following information:

Company experience

- Name and describe the legal entity with which the NCC will be dealing;
- Provide the address of the Proponent's head office and those of any additional locations;
- Indicate the number of years the company has been in business;
- List and describe previous Contracts (minimum 4) carried out by the Proponent. Said Contracts must demonstrate that the Proponent has the accumulated experience and expertise needed to provide the services requested in the RFSO:
- List the Contracts, identify their monetary value and year in which they began and ended;
- Identify the various types of services provided by the Proponent to his/her former and current clients;

Work methodology

- Describe processes, methods or approaches you employ in order to assess the maintenance or conservation requirements of a particular asset;
- Describe how you communicate your findings to the client(s). Provide examples, if applicable;

References

- Provide a list of at least 3 clients and/or corporate references indicating the name, telephone number and e-mail address of the contact person. Also provide the name and full corporate address of the corporation he/she represents (do not provide any letters of reference). The requirements of these references are as follows:
 - Only one reference per Contract and/or project;
 - The references must be from clients for which the Proponent most recently or currently does business with. The business must be comparable to the Work described in the RFSO.

Note

- References will be contacted and the information provided will be evaluated;
- For Proponents with past or current NCC Contracts, the NCC reserves the right to auto-reference (e.g., NCC Contract files to be used as part of the evaluation).

Staff experience

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- Provide information about the professional experience of the principal conservator, and any supporting staff which may play a role in the delivery of services as per this SOA.

Proposals that, in the opinion of the NCC, do not meet the pass/fail criteria listed above shall be deemed non-responsive and receive no further consideration. In such cases, the financial proposal envelopes shall be returned unopened to the Proponent.

6.3 Basis of Award

One (1) Standing Offer Agreement will be awarded to the Contractor who met all of the Mandatory Requirements (6.1), passed the Rated Requirements (6.2) and, who offered the lowest total amount in Annex 2-A - Price Schedule Form.

Asset # n° d'article	#	Title	Titre	Location / Emplacement	Artist(s) / Artiste(s)	Date	Medium	Média
219967	1	<i>Angel</i>	<i>Ange</i>	St. Patrick & Sussex (Beaux-Arts Court) / St-Patrick et Sussex (Cour Beaux-Arts)	Artist Unknown / Artiste inconnu	Unknown / Inconnu	Cast iron painted to look like bronze	Faux fini bronzé sur fonte
446099	2	<i>Animals in War</i>	<i>Les animaux en temps de guerre</i>	Confederation Park, beside South African War Memorial / Parc de la Confédération, à côté du Monument de la guerre des Boers.	David Clendining	2012	Bronze and stone	Bronze et pierre
338444	3	<i>Anishinabe Scout</i>	<i>Guide Anishinabe</i>	Major's Hill Park / Parc Major's-Hill	Hamilton MacCarthy	1918	Bronze	Bronze
442174	4	<i>Aries</i>	<i>Bélier</i>	Commissioners Park/Parc des commissaires	Sebastian (Enrique Carbajal)	2009	Red painted steel	Acier peint rouge
232132	5	<i>Balancing</i>	<i>L'équilibre</i>	National Arts Centre/Centre national des arts	John Hooper	1981	Laminated Philippine mahogany	Acajou laminé des Philippines
192334	6	<i>Boat Sight</i>	<i>Le bateau et les paroles des animaux</i>	Portageurs Park / Parc des portageurs	John McEwen	1984	Steel	Acier
195653 406496 406497	7	<i>Boundary Marker</i>	<i>Bornes repères</i>	Nepean Point / Pointe Nepean	Not applicable / Sans objet	1845 (1914)	Cast iron	Fonte
446091	8	<i>Canadian Firefighters Memorial</i>	<i>Monument aux pompiers canadien</i>	Lebreton Flats (corner of Wellington and Lett Streets) / Plaines Lebreton (rues Wellington et Lett)	Douglas Coupland (artist/artiste), PLANT Architects (architectes)	2012	Bronze and granite	Bronze et granite
195264 406498	9	<i>Canal Stones</i>	<i>Les pierres du canal</i>	Major's Hill Park / Parc Major's Hill	Not applicable / Sans objet	1915	Stone	Pierre
344842	10	<i>CANLOAN Memorial</i>	<i>Monument commémoratif CANLOAN</i>	Sussex near Stanley Ave. / Sussex près de l'avenue Stanley	PWGSC / TPSGC	1961	Granite & bronze	Granite et bronze
344832	11	<i>Carnegie Library Columns</i>	<i>Colonnes de la bibliothèque Carnegie</i>	Rockliffe Rockeries / Rocailles Rockliffe	NCC / CCN	1998	Concrete	Béton
195261	12	<i>Colonel By</i>	<i>Le colonel By</i>	Major's Hill Park / Parc Major's Hill	Joseph-Émile Brunet	1971	Bronze	Bronze
178450	13	<i>Colonel By Memorial Fountain</i>	<i>Fontaine du colonel By</i>	Confederation Park / Parc de la Confédération	Sir Charles Barry	1845	Scottish red granite	Granite rouge écossais
192206	14	<i>Commentary</i>	<i>Commentaire</i>	Voyageurs Park / Parc des voyageurs	Phyllis Kurtz Fine	1978	Cor-Ten steel	Acier Cor-Ten
192589	15	<i>Crossed Paddles and Trail</i>	<i>Avirons croisés</i>	Brébeuf park / Parc Brébeuf (Bégin and/et Taché) Gatineau	Artist Unknown / Artiste inconnu	1955	Rock with bronze paddles	Pierre avec avirons de bronze
338445	16	<i>Dancing Bear</i>	<i>Ours dansant</i>	Jeanne d'Arc Court / Cour Jeanne d'Arc	Pauta Saila	1999	Bronze	Bronze

Asset # n° d'article	#	Title	Titre	Location / Emplacement	Artist(s) / Artiste(s)	Date	Medium	Média
344833	17	<i>Day of Mourning</i>	<i>Jour de deuil</i>	Vincent-Massey Park / Parc Vincent-Massey	Not applicable / Sans objet	c. 1986	Stone	Pierre
220954	18	<i>EB Eddy Pipes</i>	<i>Tuyaux d'acier de la E.B. Eddy</i>	Portageurs Park / Parc des portageurs	NCC / CCN	1977	Steel	Acier
195619	19	<i>Female Wall</i>	<i>Mur féminin</i>	Tin House Court / Cour Tin House	Ted Bieler	1967	Fiberglass	Fibre de verre
191230	20	<i>Floral Emblems</i>	<i>Emblèmes floraux</i>	Garden of the Provinces / Jardin des provinces	W.E. Fancott, architect/architecte	1962	Painted bronze	Bronze peint
234747	21	<i>Gault Monument</i>	<i>Monument de Gault</i>	Confederation Square / Place de la confédération	Don Begg	1992	Bronze	Bronze
344843	22	<i>Great Lakes Fountain</i>	<i>La fontaine des Grands Lacs</i>	Garden of the Provinces / Jardin des provinces	Emil G. Van der Meulen	1962	Concrete	Béton
361522	23	<i>Hungarian Monument</i>	<i>Monument commémoratif hongrois</i>	Maple Island / Île Maple	Nandor Németh	2006	Canadian Shield stone, wood	Pierre provenant du bouclier canadien et bois
348613	24	<i>Iznik Tiles</i>	<i>Céramiques d'Iznik</i>	Rideau Falls Park / Parc des chutes Rideau	NCC Landscape Architects / Architectes paysagistes de la CCN	2002	Concrete, ceramic	Béton et céramique
192590	25	<i>Jean de Brébeuf</i>	<i>Jean de Brébeuf</i>	Brébeuf Park/Parc Brébeuf (Bégin and/et Taché) Gatineau	D. Cogné	1926	Cast iron	Fonte
344845	26	<i>Joshua's Bench</i>	<i>Le banc de Joshua</i>	Colonel By Drive / Promenade colonel By	Harley Swedler	1999	Limestone	Calcaire
442818	27	<i>Killer Whale</i>	<i>L'épaulard</i>	in storage at Woodroffe / en entrepôt à Woodroffe	Bill Reid	1985	Bronze	Bronze
232131	28	<i>Kwakiutl Totem</i>	<i>Mât totémique Kwakiutl</i>	Confederation Park / Parc de la Confédération	Henry Hunt	1971	Wood	Bois
345896	29	<i>Mackenzie-Papineau Monument</i>	<i>Monument Mackenzie-Papineau</i>	Green Island / Île verte	Oryst Sawchuk / Antonio Grediaga	2001/2012	Concrete, Cor-ten and stainless steel, bronze	Béton, aciers Cor-ten et inoxydable, bronze
348663	30	<i>Man With Two Hats</i>	<i>L'homme à deux chapeaux</i>	Commissioners Park / Parc des commissaires	Henk Visch	2002	Bronze	Bronze
234600	31	<i>Meditation Piece</i>	<i>Méditation</i>	Colonel By Drive / Promenade colonel By.	Elza Mayhew	1966	Bronze	Bronze
193001	32	<i>Milestone Marker</i>	<i>Borne Milliaire</i>	Southern entrance to Gatineau Park / Entrée sud du Parc de la Gatineau	Not applicable / Sans objet	1820	Stone	Pierre
352681	33	<i>Monument to Canadian Fallen (Korean War Monument)</i>	<i>Monument honorant des Canadiens morts en service (guerre de Corée)</i>	Mackenzie King Bridge / Pont Mackenzie King	Yoo, Young Mun, Vincent R. Courtenay	2003	Bronze and stone	Bronze et pierre

Asset # n° d'article	#	Title	Titre	Location / Emplacement	Artist(s) / Artiste(s)	Date	Medium	Média
446098	34	<i>Monument to Fallen Diplomats</i>	<i>Monument dédié aux diplomates décédés dans l'exercice de leurs fonctions</i>	East corner of Sir John A Macdonald Parkway and Island Park Drive / Coin est des promenades Sir John A. Macdonald et Island Park.	Azimet Karaman, Levent Timurhan, Reha Benderlioglu, Necmettin Yagci	2012	Wood and steel	Bois et acier
232127	35	<i>Mur ouvert et fermé no. 45</i>	<i>Mur ouvert et fermé no. 45</i>	Rue Principale (across from Aubry Place/en face de la place Aubry), Gatineau	Yves Trudeau	1978	Cor-Ten steel painted with red oxide primer	Acier Cor-Ten avec apprêt couleur oxyde rouge de fer
344847	36	<i>National Aboriginal Veterans Monument</i>	<i>Monument national des anciens combattants autochtones</i>	Confederation Park / Parc de la Confédération	Lloyd Pinay	2001	Bronze and stone	Bronze et pierre
344052	37	<i>Never Give Up! (Maurice Richard)</i>	<i>Ne jamais abandonner (Maurice Richard)</i>	Jacques-Cartier Park / Parc Jacques Cartier	Au coeur du bronze	2001	Bronze and stone	Bronze et pierre
434186	38	<i>Papa</i>	<i>Papa</i>	des Allumettières and/et Maisonneuve, Gatineau	Hal Ingberg	2010	Stainless steel and glass	Acier inoxydable et verre
188934	39	<i>Polish Home Army Tribute</i>	<i>Hommage de l'armée polonaise</i>	Confederation Park / Parc de la Confédération	T. Slesicki	1964	Polished granite and bronze	Granite poli et bronze
234595	40	<i>Reconciliation, Peacekeeping Monument</i>	<i>Réconciliation, Monument au maintien de la paix</i>	Corner Mackenzie & Sussex / Coin Mackenzie - Sussex	Jack Harman	1992	Bronze and limestone	Bronze et calcaire
344848	41	<i>Reflection (Monument to Canadian Aid Workers)</i>	<i>Réflexion (Monument commémoratif de l'aide humanitaire canadienne)</i>	Rideau Falls Park / Parc des chutes Rideau	John Greer	2001	Steel, bronze and stone	Acier, bronze et pierre
370135	42	<i>Royal Canadian Navy Monument</i>	<i>Monument de la marine royale canadienne</i>	Richmond Landing, near Portage Bridge / Débarcadère Richmond, près du pont du Portage	Al McWilliams (artist/artiste), Joost Bakker, Bruce Haden (architects/architectes)	2012	Marble, granite and gold leaf	Marbre, granite et feuille d'or
188937	43	<i>Salmon Run (Fountain)</i>	<i>Migration du saumon (fontaine)</i>	Government Conference Centre / Centre des conférences du Gouvernement	Bert Vandergugten	1978	Welded bronze fountain	Fontaine en bronze soudé
195654	44	<i>Samuel de Champlain</i>	<i>Samuel de Champlain</i>	Nepean Point / Pointe Nepean	Hamilton MacCarthy	1915	Bronze	Bronze
348664	45	<i>Share the Flame (Olympic Torch Relay)</i>	<i>Fêtons la flamme</i>	Queen Elizabeth Driveway / Promenade reine Élisabeth	Vilem Zach	1989, 2001	Bronze	Bronze
192207	46	<i>Soper's Fountain</i>	<i>Fontaine Soper</i>	Rockcliffe Rockeries / Rocailles Rockcliffe	Réné Bertrand Boutée	c. 1912	Bronze and stone	Bronze et pierre
232128	47	<i>South African War Memorial (Boer War)</i>	<i>Monument de la guerre des Boers</i>	Confederation Park / Parc de la Confédération	Hamilton MacCarthy	1902	Bronze	Bronze
195559	48	<i>Steel Screen</i>	<i>Écran d'acier</i>	York Court (between George and York, near Sussex) / Cour York (entre George et York, près de Sussex)	Armand Vaillancourt	1967	Cast steel	Acier moulé

Asset # n° d'article	#	Title	Titre	Location / Emplacement	Artist(s) / Artiste(s)	Date	Medium	Média
187961	49	<i>Sundial</i>	<i>Cadran solaire</i>	Rockliffe Park / Parc Rockliffe	Art Price	1976	Granite	Granite
191231	50	<i>Terre des hommes</i>	<i>Terre des hommes</i>	National Arts Centre / Centre national des arts	Suzanne Guité	1967	Stone	Pierre
432621	51	<i>The Defence of Hong Kong</i>	<i>Monument à la défense de Hong Kong</i>	East corner of King Edward and Sussex / Côté est, intersection King Edward et Sussex.		2009	Granite	Granite
192337	52	<i>Three Forms by the Sea</i>	<i>Dépôt trois formes</i>	Portageurs Park / Parc des portageurs	Pierre Bourgeault-Legros	1984	Polished concrete	Béton poli
227512, 354963	53	<i>Tin House</i>	<i>La maison de fer blanc</i>	Tin House Court / Cour Tin House	Honoré Foisy, restored by Art Price, Rooftile Management / Honoré Foisy, restauré par Art Price, Rooftile Management.	1903-16, 1973, 2003	Tin	Étain
194754	54	<i>Totem</i>	<i>Mât totemique</i>	Victoria Island / Île Victoria	Walter Harris	1985	Red cedar	Cèdre rouge
344849	55	<i>Tree Fountain</i>	<i>La fontaine arborescente</i>	Garden of the Provinces / Jardin des provinces	Norman Slater	1962	Stainless steel	Acier inoxydable
225487	56	<i>Triangulation</i>	<i>Triangulation</i>	Alexandre Taché Boul. / Boulevard Alexandre Taché	André Mathieu	1978	Wood & steel	Acier et bois
193838	57	<i>Twelve Points in a Classical Balance</i>	<i>Douze points d'un équilibre classique</i>	Garden of the Provinces / Jardin des provinces	Hung Chung	1982	Red cedar	Cèdre rouge
195263	58	<i>Twist 1.5</i>	<i>Twist 1.5</i>	Major's Hill Park / Parc Major's Hill	Alex Wise & Ken Guild	1978	British Columbia fir	Sapin de la colombie Britannique
362556-362590	59	<i>The Valiants Memorial</i>	<i>Le monument aux Valeureux</i>	Confederation Square / Place de la confédération	Marlene Hilton Moore & John McEwen	2006	Bronze and stone	Bronze et pierre
193211	60	<i>Young Girl</i>	<i>Une jeune fille</i>	Jeanne d'Arc Court / Cour Jeanne d'Arc	John Ivor Smith	1985	Fiberglass and welded steel armature	Fibre de verre avec armature d'acier soudé
	61	<i>Canadian Building Trades Monument</i>	<i>Monument canadien des métiers de la construction</i>	Major's Hill Park / Parc Major's Hill	John Greer	2017	Granite	Granite
	62	<i>National Holocaust Monument</i>	<i>Monument national de l'Holocauste</i>	Corner of Booth and Wellington / Coin des rues Booth et Wellington	Ed Burtynsky, William Lazos	2017	Concrete with anti-graffiti coating	Béton avec revêtement anti-graffiti
355931	63	<i>Terry Fox commemorative plaque</i>	<i>Plaque commémorative Terry Fox</i>	Corner Wellington en Metcalfe / Coin des rues Wellington et Metcalfe		1998	Bronze	Bronze
353751	64	<i>Princess Juliana commemorative plaque</i>	<i>Plaque commémorative princesse Juliana</i>	Corner Preston and QED / Coin Preston et promenade Reine Elizabeth		2004	Bronze	Bronze
223872	65	<i>Air India Memorial</i>	<i>Monument commémoratif Air Inde</i>	Commissioner's Park / Parc des commissaires	Artist Unknown / Artiste inconnu	1987	Bronze and stone. Cast iron painted to look like bronze.	Bronze et pierre. Faux fini bronzé sur fonte.

Submit in a separate envelope / Soumettre dans une enveloppe séparément

Items	Quantities* / Quantités*		All inclusive unit prices excl. taxes / Taux unitaire tous compris excl. taxes		Totals / Totaux
1) Evaluation and report. / Évaluation et rapport	100	X		ea. / ch. =	
2) Conservationist including an assistant (if applicable). / Conservateur incluant un assistant (si requis). Hourly rate must include travel & accomodation costs if applicable. Taux horaire doit comprendre les frais de transport et logement si requis.	400	X		per hr / par hr =	
3) Crane / Grue	10	X		per hr / par hr =	
4) Manlift / Monte-personne	50	X		per hr / par hr =	
5) Tilt & load truck / Camion-chargeur	10	X		per hr / par hr =	
6) Material/rented equipment will be invoiced at cost plus the following mark up %. Les materiaux et équipement loués vont être remboursées au coût plus une marge de % suivante.	\$5,000	+		% =	
SUB-TOTAL / TOTAL PARTIEL:					
HST / TPS:					
TOTAL					

ALL six items must be completed. TOUS six items doivent être complétés.

*** Approximate quantities for bid evaluation purposes only / Quantités approximatives a des fins d'évaluation de soumissions.**

COMPANY NAME / NOM DE LA COMPAGNIE: _____

SIGNATURE: _____

