

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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NCC FILE NO.
NO DE DOSSIER DE LA CCN:

NG252

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RESNSEIGNEMENTS À:</p> <p>Nicole Galipeau TEL - TÉL: 613-239-5678 ext. 5191 Email / Courriel: nicole.galipeau@ncc-ccn.ca</p>	<p>INVITATION DATE/DATE DE L'APPEL D'OFFRES:</p> <p>January 21, 2014</p>
<p>RETURN ORIGINAL Submit proposal on this form and return it to: RETOURNER L'ORIGINAL Veuillez soumissionner en vous servant du présent formulaire et le retourner au:</p>	<p>BID CLOSING/CLÔTURE DE L'OFFRE:</p> <p>February 7, 2014 at 3 p.m. Ottawa time</p> <p>Senior Contract Officer – Nicole Galipeau National Capital Commission Procurement Services, 3rd Floor 40 Elgin Street, Ottawa, Ontario K1P 1C7 REFERENCE NO.: NG252</p>

Beaver Activity Monitoring Program

1. Submit five (4) copies (1 original and 3 copies) of a proposal to provide the National Capital Commission (referred to as the "Commission" or the "NCC"), with proposals as per the attached Terms of Reference.
2. Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, Nicole Galipeau, telephone number - 613-239-5678 ext 5191, facsimile number - 613-239-5007 or e-mail address - nicole.galipeau@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.
3. The proposal is to include all relevant information as defined in the Terms of Reference and as more particularly described in Section 14.
4. One (1) Cost Proposal (Appendix A) must be submitted in an envelope separately from the proposal documents as outlined in the Terms of Reference.
5. Contract award for this service will be based on the evaluation criteria set out for this request for proposal (see section 15). In order to qualify, Contractors must obtain a minimum of 50 points out of a possible 60 points on their technical proposal. Price envelopes of qualified contractors only will be opened. If a firm qualifies, the price envelopes are opened and the proponent who submits the lowest total price will be awarded the contract.
6. This offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon.

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7. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
8. **Security Requirements**
Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government 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 Contract 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 Contract 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 Contract.

For this contract, it was determined that the NCC shall require **Reliability** status. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence. Refer to the attached 2 page Security Requirement document.
9. The attached the General Conditions (9 pages), the Occupational Health and Safety Requirements (5 pages), the Security Requirements (2 pages), and the Direct Payment and Tax Information Form (2 pages) will form part of the resulting contract.
10. In order to avoid any misunderstanding and be fair to all firms, please note that **proposals received after the closing time and date will not be accepted.**
11. The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the Request for Proposal, and/or to reissue the Request for Proposal in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
12. **Page 3 of 3 of this request for proposal must be dated, signed and returned with your proposal**, thereby acknowledging the receipt and acceptance of the Terms of Reference and the General Conditions for Professional and Consulting Services.
13. **Facsimile or e-mail transmittal of proposals are not acceptable.**
14. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the Access to Information Act (ATI Act). Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
15. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
16. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the Commission and will not be returned.

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17. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
18. I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price: _____ (Bidder to enter number of addenda issued, if any).

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).

Nous OFFRONS de vendre et (ou) de fournir à la Commission de la capitale nationale, aux conditions énoncées dans la présente et au(x) prix soumis les articles et (ou) les services énumérés ci-dessus et sur toute feuille ci-jointe.

Contractor's Name and Address – Nom et adresse de l'entrepreneur

Print Name - Nom en caractère d'imprimerie

Signature

Date

Witness Signature – Signature du témoin

Telephone no. /No. de téléphone : _____

Fax no. / No. de télécopieur : _____

Email / Courriel : _____

TERMS OF REFERENCE

Beaver Activity Monitoring Program National Capital Commission Lands Located in Quebec

April 1, 2014 to March 31, 2019

**Gatineau Park
Capital Lands and Parks
National Capital Commission**

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1. BACKGROUND

The National Capital Commission (NCC) is a Crown corporation of the Government of Canada. Our goal is to ensure that Canada's Capital Region is a source of national pride and significance. NCC lands include Gatineau Park (36,100 hectares) and urban lands located in the city of Gatineau (Figure 1).

Although beaver form an integral part of the ecosystems on NCC lands, they have significant effects on the natural environment. A number of these effects are beneficial, such as the creation of new habitats with rich biodiversity. However, beaver activity can also be problematic, causing flooding of roads and other infrastructures, damage to private property, and disruption or destruction of specific natural habitats. In this context, the beaver activity monitoring program was introduced in Gatineau Park; where possible, it adopts an approach of coexistence, allowing beaver to remain in Gatineau Park and important habitats and ecosystems to be preserved, while limiting risks to infrastructures.

2. PURPOSE

The purpose of the beaver activity monitoring program contract is to provide all professional and technical services required to monitor water level in beaver ponds, at all times, in order to ensure public safety and protect infrastructures (buildings, roads, trails) on NCC and adjacent lands. Specifically, of a total of 154 monitoring stations, 92% are in Gatineau Park and 8% are on NCC urban lands located in the city of Gatineau.

The services include preventive inspections, general inspections and regular inspections of the monitoring stations; maintenance and installation of water level monitoring devices; and population control (selective trapping).

3. GENERAL INFORMATION

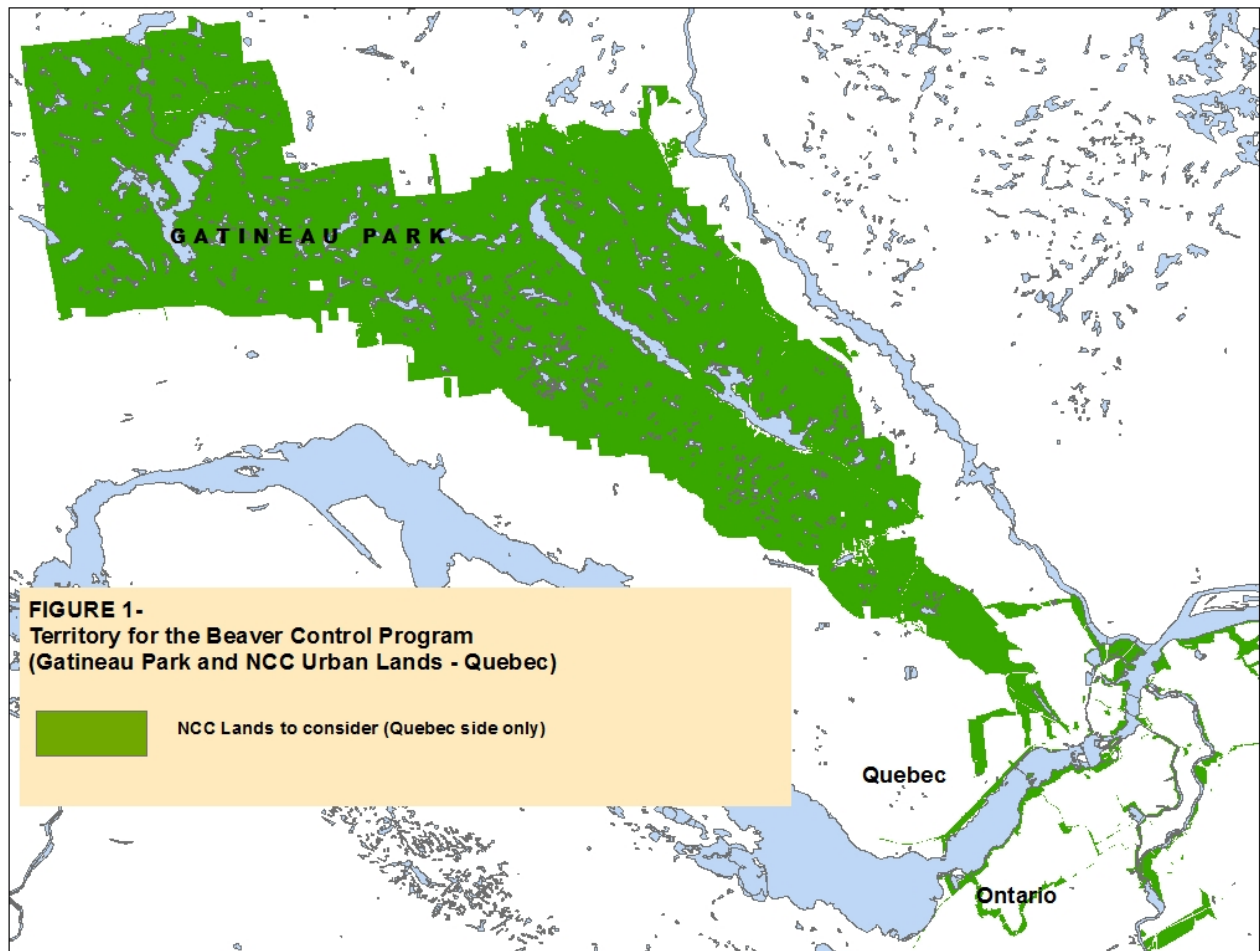
According to the fall 2011 air inventory of the beaver population, in Gatineau Park there are 272 active beaver colonies, that is, 7.53 colonies per 10 square kilometers. Assuming that an average colony has 4.2 beaver, the estimated beaver population in Gatineau Park is 1,142 individuals.

The fall 2011 air inventory also noted, on NCC urban lands, no presence indicators but three (3) food piles, indicating a total of three active beaver colonies. Thus, on the seven square kilometres (7 sq.km) of NCC urban lands located in the city of Gatineau, the beaver population estimated at 13 individuals.

In 2012-2013, in Gatineau Park there were at least 154 monitoring stations, 96 of them with water level monitoring devices. On NCC urban lands, there were 13 monitoring stations, only one of

them with water level monitoring devices. A monitoring station is a location where a beaver habitat is to be monitored. All monitoring stations are indicated on the map in Figure 2. A total of 164 beaver dams have water level monitoring devices: protective cages (146), drains (208), tubes (51), and upstream devices (26).

Figure 1



4. CONTRACT DURATION

The contract shall be for a period of five (5) years, starting on April 1, 2014 and ending on March 31, 2019 with two (2) consecutive one-year options to extend upon mutual consent at the same terms and conditions except the price, which shall be subject to minor adjustments as indicated in section 5 of this document.

The NCC will notify the contractor of its intention to exercise the option year, if applicable, at least six (6) months prior to the start of the option year.

5. CONSUMER PRICE INDEX

The NCC shall use the Consumer Price Index (CPI) to adjust the unit prices for the options years. The unit price for the first five years of the Contract shall be the unit price as provided by the Contractor and indicated in the *Appendix A – Financial Proposal* for the two (2) option years of the Contract, if exercised, the unit rates will be established as follows:

Year Six (6) of the Contract (April 1, 2019 to March 31, 2020)

The unit price (excluding taxes) for the sixth year period shall be based on the unit price (excluding taxes) as provided by the Contractor and indicated in the *Financial Proposal* Form (Appendix A) for the first five years, plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of November 2018 and November 2017, plus applicable taxes.

Example only:

CPI-AIOG for November 2018 is 133.9.

CPI-AIOG for November 2017 was 131.6.

% difference = $((133.9/131.6) \times 100) - 100 = 1.7\%$ increase

(decrease if % difference is negative)

Year Seven(7) of the Contract (April 1, 2020 to March 31 2021)

The unit price (excluding taxes) for the seventh year period shall be based on the unit price (excluding taxes) established in year six plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI-AIOG of November 2019 and November 2018, plus applicable taxes.

Note: The Consumer Price Index – All Items Ottawa-Gatineau (CPI-AIOG) is available on Statistics Canada's website at <http://www40.statcan.ca/l01/cst01/cpis02a-eng.htm> , in table Consumer Price Index, by city (monthly).

6. CONTACT PERSON

At all times, unless otherwise specified, the contact person shall be the project manager's (Senior Biologist), Land Management and Natural Resources, Gatineau Park. All correspondence and reports shall be sent directly to this person. The project manager's contact information is: 40 Elgin Street, room 202, Ottawa ON K1P 1C7; telephone 613-239-5678, extension 6018; email jocelyne.jacob@ncc-ccn.ca.

An NCC conservation officer will assist the project manager as required, by participating in follow-up to onsite operations and by conducting certain specific operations set out below.

7. CONTRACTUAL OBLIGATIONS

Before the start of the contract and at its own expense, the contractor shall have become familiar with the existing monitoring stations in Gatineau Park and on the NCC urban lands, either by visiting them or, with the agreement of the project manager for certain outlying monitoring stations, by consulting the various maps indicating their exact location. This option implies consultation of the 2013-2014 annual report (Éco-Odyssée, in preparation) and of the monitoring station location maps (NCC, 2014, in preparation).

Under the contract, the contractor shall carry out mainly activities related to four (4) functions as defined in the following sections: inspections, maintenance, installation, and selective trapping.

7.1. INSPECTIONS

Each year, the contractor shall conduct the following three (3) types of inspections: preventive inspections, general inspections, and regular inspections.

7.1.1. Preventive inspections

As soon as the contract starts, and every spring and fall, the contractor shall conduct a preventive inspection in Gatineau Park, paying attention to specific locations (such as the ponds on the Meech escarpment and along Chemin Eardley-Masham), in order to detect locations with new beaver dams that may become problematic by causing flooding and major public safety issues. The preventive inspection schedule may be altered because of specific weather conditions (such as heavy rainfall or a rainy season), after discussion with the project manager. To assist in assessing the situation, watershed maps may be used.

Following preventive inspections, the contractor may recommend that one or more monitoring stations be added. Addition of monitoring stations shall receive prior approval from the project manager.

7.1.2. General inspections

As soon as the contract starts, the contractor shall conduct a general inspection of all the monitoring stations. Following the first general inspection, and taking into account the recommendations made in the 2013-2014 annual report (Éco-Odyssée, in preparation), the contractor shall send to the project manager for approval a preliminary work plan setting out the recommended operations for the upcoming year. This work plan shall be updated every week in accordance with new onsite observations and operations conducted during the week.

The number of general inspections of all the monitoring stations may vary, from at least one to several visits in the spring and fall, to ensure that there are no flooding problems and that the ponds are not at full capacity, which could lead to flooding.

During the fall general inspection, for public safety reasons and to minimize the effects of the spring runoff on certain infrastructures, breaks shall be progressively made in certain beaver dams, to lower the water level gradually in the ponds. These operations are usually accompanied by beaver trapping. Here are some examples of locations that may call for gradual beaver dam dismantling operations:

- a) Watercourses with series of ponds located on the south shore of Meech Lake and connected to private property, a public parking lot, a beach or a municipal road, for the protection of Park users and residents;
- b) A watercourse with ponds connected to the Lusk caves, for the protection of visitors to the caves;
- c) A watercourse located in Gatineau Park but adjacent to private property, for the protection of the drinking-water well near the residence;
- d) A watercourse with ponds located on the Eardley escarpment and connected to Chemin de la Montagne and nearby private residences;
- e) A watercourse and a series of ponds connected to the Ski Fortune recreational tourism site;¹
- f) A series of ponds in the Chemin Eardley-Masham area, connected to private residences on Chemin Sincennes (some residences were flooded in the spring of 1992);
- g) In general, ponds with beaver dams that, if burst, could cause serious damage to infrastructures and potentially very serious accidents.

N.B.: Other locations may be added to this list, for example following preventive inspection observations.

¹ During the fall draining of the ponds located on the Camp Fortune and Skyridge escarpment and the ponds draining into Fortune Creek, the contractor shall contact Camp Fortune 24 hours ahead of time to inform it about planned operations and come to an agreement in order to avoid problems when artificial snow is being made.

Following general inspections, the contractor may also recommend that monitoring stations be added, or that one or more monitoring stations where there has been no beaver activity for several years and where the habitat is no longer conducive to beaver colonization be removed. Addition and removal of monitoring stations shall receive prior approval from the project manager.

Inspection of monitoring station number 3 in the Meech-Promenades area, located on the site of the summer residence of the Prime Minister of Canada, will be conducted by NCC conservation officers.

7.1.3. Regular inspections

During the year, regular inspections shall be conducted at various monitoring stations, as required, to assess operations to be carried out or simply to check the operation of the water level monitoring devices. The weekly work plan shall be sent to the project manager every Monday, and shall include, in addition to the updated work plan for the year, new onsite observations and operations conducted during the week.

As well, the contractor shall notify the project manager (during the week) or an NCC conservation officer (during the weekend) immediately of any vandalism, poaching or other mischief observed onsite.

7.2. MAINTENANCE

In 2013-2014, of the 154 existing monitoring stations in Gatineau Park, 96 had water level monitoring devices; of the 13 monitoring stations on NCC urban lands, only one had these devices.

In accordance with the established work plan, the contractor shall carry out the maintenance and operations required on the existing water level monitoring devices to ensure:

- a) Proper operation of the devices, and an acceptable water level in the ponds (that is, a low water level to avoid flooding). This work shall include the following operations:
 - i. manual cleaning of accumulated branches and mud, either upstream or downstream from the monitoring station, following spring runoff or after beaver dams are dismantled;
 - ii. manual unblocking of runoff culverts obstructed by beaver activity;
 - iii. manual unblocking of an obstructed drain (part of a water level monitoring device), including removal of accumulated debris in the protective cage and replacement of the drain in the beaver dam, as required;
 - iv. manual removal of accumulated debris in the tubular grillwork fencing structure in front of the culvert;
 - v. manual removal of approximately six grillwork fencing structures at the following monitoring stations: number 15 in the Meech-Promenades area, numbers 4 and 8 in the Philippe Lake area, numbers 4 and 13 in the Chemin Eardley-Masham area, and number 4 in the La Pêche Lake area (see Figure 2).

This operation shall be carried out, usually in late fall, to prevent blockage of the culvert by debris carried by the spring runoff. The grillwork fencing structures shall be reinstalled every spring;

- vi. manual installation of T-posts to brace beaver dams, as required;
- vii. setting up of sediment monitoring measures, as required; and
- viii. supervision of larger-scale operations, when machinery is required to dismantle a beaver dam; in this case, machinery rental costs will be assumed by the NCC.

- b) Restoration of the devices, depending on their condition and life cycle:
replacement of water level monitoring equipment and supplies including drains, protective cages and upstream devices; normally, these replacement operations shall be carried out at approximately 15 monitoring stations each year. The equipment and supplies to be installed will be provided by the NCC.

7.3. INSTALLATION

The contractor may suggest that water level monitoring devices be installed at monitoring stations to monitor water level in the beaver ponds at all times, to ensure public safety and protect infrastructures located on NCC lands. Installations suggested by contractor shall be included in the weekly work plan.

Following approval by the project manager of the work plan, including locations requiring installation of new water level monitoring devices and estimated quantities of equipment and supplies required, the contractor shall install all the equipment and supplies. On average, from two to four new water level monitoring devices shall be installed each year.

This work shall include the following operations:

- transportation of the equipment and supplies to be installed;
- manual installation of drains in beaver dams to keep the water level in the pond lower than the level the beaver usually maintain, and installation of protective cages;
- manual installation of upstream devices, as required.

The contractor shall demonstrate initiative in beaver activity management, by modifying current techniques, subject to approval by the project manager, and testing new approaches to solving beaver activity management problems.

7.4. POPULATION CONTROL (selective trapping)

In Gatineau Park, water level monitoring is the preferred means of managing beaver activity.

In certain situations, water level monitoring is not an effective means of managing beaver activity. When appropriate, selective trapping is a means sometimes used. In specific spring and summer situations during a very short period, trapping operations are carried out by the contractor. At present the contractor is responsible for trapping operations at all the monitoring

stations except those located south of Pink Lake (including Pink Lake, the Proulx quarry, the Dennison dam, Leamy Lake, Fairy Lake, and the urban cycling trail network) and on the site of the summer residence of the Prime Minister of Canada. Trapping in these locations will be carried out by NCC conservation officers. Specifically, these are monitoring stations number 3 (summer residence of the Prime Minister of Canada), number 7 (Pink Lake only), and numbers 31, 42, 53, 54, 64, 65 and 66 in the Meech-Promenades area, as well as the monitoring stations on NCC urban lands (see Figure 2). Most fall and winter trapping will be carried out by NCC conservation officers.

Where traps are installed, the contractor shall make breaks in the beaver dams in order to lower the water level gradually and attract the beaver. Beaver captured before October 1 shall be taken to a location in Gatineau Park (in the Chemin Eardley-Masham area, the La Pêche Lake area, or the Meech-Promenades area). The carcasses of beaver sacrificed from October 1 to December 31 shall be placed in the freezer located at 33 Chemin Scott in Chelsea. The carcasses of any other animals captured accidentally shall also be placed in this freezer. The NCC will send all these carcasses to the Bureau de la Protection de la faune in Gatineau, or will dispose of them as agreed with Quebec's Ministère du développement durable, de l'environnement, de la faune et des parcs (MDDEFP).

In certain cases, the project manager may ask the contractor to transport live beaver using appropriate techniques.

Each year, the NCC will obtain from the MDDEFP a special licence for trapping operations on NCC lands. The contractor shall respect all the conditions of this licence. This licence does not exempt the contractor from the obligation to comply with all other applicable regulations. The contractor shall also comply with the *National Capital Commission Traffic and Property Regulations* (C.R.C., c. 044).

In addition, the contractor shall carry out selective trapping as well as live capture and relocation in a safe and effective manner, using cruelty-free methods in order to cause as little suffering as possible to the animals. In the case of live trapping of beaver, the contractor shall ensure that the cages do not cause injury to the animals.

7.5. ZERO TOLERANCE

Given major public safety and infrastructure protection issues, zero tolerance (no presence of beaver or beaver dams or no presence of beaver) shall be strictly adhered to, all year, at approximately 50 monitoring stations. Monitoring stations where only no presence of beaver is required are usually beaver dams with water level monitoring devices. At these monitoring stations, the beaver dams and drains shall be maintained. Trapping operations are therefore required, all year, when beaver are present, at the following monitoring stations:

Meech-Promenades area: 2, 3, 7 (Pink Lake only), 19, 20, 27, 29 (certain ponds), 31, 33, 35, 37, 39, 40, 42, 43, 44, 45, 46, 49, 50, 51, 54, 56, 57, 63, 65, 67, 74

Philippe Lake area: 1, 5, 12, 14, 15-1, 19, 20, 21, 22, 26, 27, 30, 31, 32

Chemin Eardley-Masham area: 6, 7, 10, 15

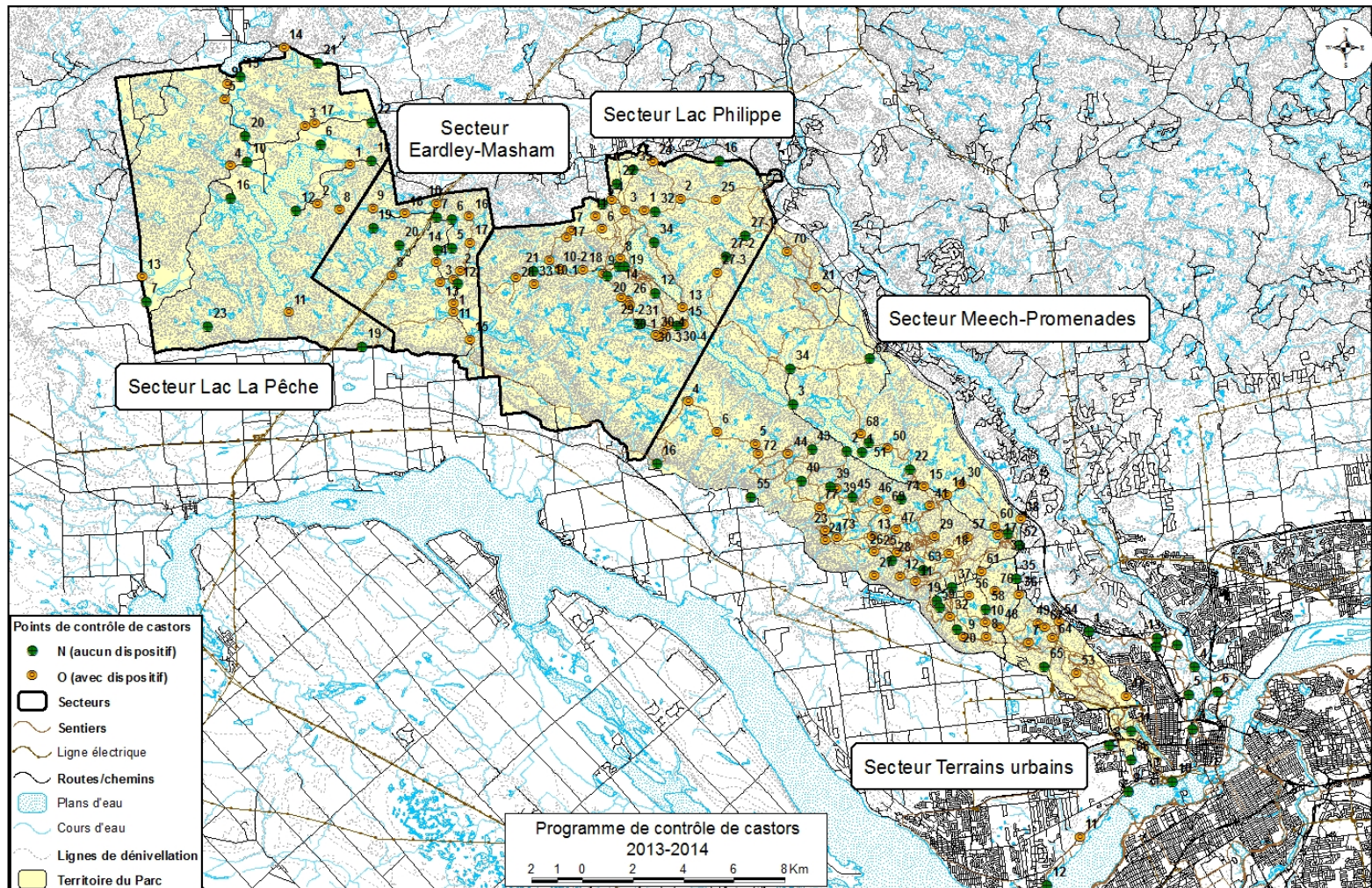
La Pêche Lake area: 1 (south of the road), 6, 7, 12, 13, 15, 16, 18, 21, 22, 23.

All these monitoring stations are shown in Figure 2. Locations may be added to, or withdrawn from, this list.

7.6. OTHER ACTIVITIES

Transportation time to carry out the various aspects of the beaver activity monitoring program, equipment and supplies management time (inventory once or twice per year), and time to carry out certain public relations activities as approved by the NCC shall be accounted for under Other Activities.

Figure 2



8. REPORTS

8.1. FORMS

Following the operations, the contractor shall complete the appropriate forms for gathering relevant data for the beaver activity monitoring program.

8.1.1. Inspections

- a) **Preventive inspections:** On the preventive inspection form, the contractor shall note the areas of Gatineau Park visited, the dates of the inspections, the time allocated to each inspection, and any related recommendations. This form shall be sent to the project manager after each general inspection.
- b) **General inspections:** On the general inspection form, the contractor shall note, for all monitoring stations inspected, the dates of the inspections, the time allocated to each inspection, and the related recommendations. This form shall be sent to the project manager after each general inspection.
- c) **Regular inspections:** On the data gathering form, the contractor shall note, for each monitoring stations inspected, the dates of the inspections, the time allocated to each inspection, and the related recommendations. These forms shall be completed following each inspection and used to compile data for the reports. These forms shall be sent to the the project manager no later than February 15 each year.

8.1.2. Maintenance

On the data gathering form, the contractor shall note all the monitoring stations where maintenance operations are carried out, the time allocated to each operation, and the nature of the operations. These forms shall be completed following each maintenance operation and used to compile data for the reports. These forms shall be sent to the project manager no later than February 15 each year.

8.1.3. Installation

On the data gathering form, the contractor shall note the new water level monitoring devices installed, the time allocated to this operation, the nature of the operations, and details of the equipment and supplies used for the operation. These forms shall be completed following each installation operation and used to compile data for the reports. These forms shall be sent to the project manager no later than February 15 each year.

8.1.4. Trapping

The contractor shall complete the trapping form. These forms shall be completed after every trapping operation and used to compile data for the reports and for the licence application to the MDDEFP. These forms shall be sent to the project manager no later than February 15 each year.

8.2. WEEKLY REPORT

Each week, the contractor shall complete the work plan, specifying, among other things, the number of monitoring stations visited and their numbers, the total number of hours used during the week, the number of hours remaining in the contract for the current year, and a brief description of the major operations carried out. The updated work plan shall be sent to the project manager electronically every Monday.

8.3. ANNUAL REPORT

Each year, the contractor shall provide an annual report setting out the results and recommendations on the beaver activity monitoring program operations, for the period from April 1 to March 31. A draft version of the annual report shall be sent to the the project manager no later than February 15 each year. The final annual report shall be sent to the project manager, in three copies, no later than March 31 each year. The annual report, including maps, shall meet professional standards in terms of content, presentation and terminology. Following final approval of the annual report, an electronic version (in Word and PDF formats) shall be sent to the project manager. The report shall be the property of the NCC.

The annual report shall consist of two documents.

The first document shall include a compilation of the following results, in summary table form, prepared by the contractor:

- a) the number of monitoring stations with devices, without device, and total, in each area; an estimate of the number of operations and the time allocated to operations by the contractor for all the monitoring stations, by area (Meech-Promenades, Philippe Lake, Chemin Eardley-Masham, La Pêche Lake, NCC urban lands), for each of the following operations: inspections, maintenance, installation and selective trapping;
- b) the number of new monitoring stations, monitoring stations eliminated, monitoring stations where new equipment and supplies have been installed, and monitoring stations devices have been removed;
- c) estimates (in hours and in percentages) of the time allocated annually to each of the operations (inspections, maintenance, installation and selective trapping), and estimates (in hours and in percentages) of the time allocated annually to other activities such as transportation, compilation of data from forms and report writing, in order to reach a total of 100% of the number of hours used during the year (summary table of the past five years);
- d) a summary table of the past five years of the number of monitoring stations with devices, and the number of beaver dams with devices and equipment and supplies installed;
- e) recommendations for the following year for the monitoring stations in the five areas;

- f) for each monitoring station, a description of the operations carried out, the number of operations, the time allocated to each operation, the total time, the number of beaver captured, and the specific recommendations for the following year.

For the second document, each year the NCC will provide a copy of the Geographic Information System (GIS) maps indicating the location of each monitoring station, listing the existing equipment, and providing other data. Specifically, the second document shall include:

- a) a map (1:50,000) of all the monitoring stations in Gatineau Park and on NCC urban lands, indicating those with devices and those without devices (in two colours). The contractor shall identify changes to be made to the base map (GIS format), and the corrections to the map shall be made by the project manager;
- b) a map showing the specific location of each monitoring station, with a table indicating the existing equipment if the monitoring station has water level monitoring devices: the number of drains, the number of protective cages, the number of upstream devices, and the number of sponges;
- c) a summary table including all the data on existing equipment. The contractor shall update the inventory of equipment and supplies used and available in the warehouse, and shall list the equipment and supplies to be ordered for the next operating season.

The contractor shall identify, on the hard copy of the document, changes to be made to the base map (GIS format) and the tables, and the corrections shall be made by the project manager. Two hard copies of the document will be provided to the contractor.

8.4. EQUIPMENT AND SUPPLIES FOR WATER LEVEL MONITORING DEVICES

In order to keep track of equipment and supplies used for the maintenance and installation of water level monitoring devices (protective cages, drains, T-posts, guard wire), the contractor shall list the required equipment and supplies and send the list to the project manager. The contractor may obtain the equipment and supplies at the Philippe Lake warehouse, in the presence of the NCC conservation officer, who will give the contractor access to the premises.

9. REQUIRED STAFF AND QUALIFICATIONS

The present contract calls for an onsite staff person with a number of years' experience (at least 8 years for the person assigned to supervise the work) in beaver pond water level monitoring activities and beaver trapping activities. The onsite staff person shall be familiar with the various techniques for installing water level monitoring devices like those used for beaver activity monitoring program activities in Gatineau Park. In Quebec, any person wishing to carry out trapping operations must obtain a trapper's licence. The onsite staff person shall meet the requirements for obtaining this licence. Very good knowledge of Gatineau Park's lands and beaver activity management issues is a significant asset. As well, the onsite staff person shall demonstrate innovativeness in installing water level monitoring devices.

The contractor shall identify a qualified replacement person who will carry out the operations required under the present contract during any onsite staff person absence (illness, holiday, etc.). That person shall be directly supervised by the contractor, shall be duly qualified, and shall satisfy all the criteria set out in the present Terms of Reference. Any employees of the contractor who, in the opinion of the NCC, are not acceptable because they are unqualified, constitute a risk, or act in a manner contrary to the interests of the NCC shall be relieved of their duties and replaced by the contractor within 24 hours.

10. EQUIPMENT AND SUPPLIES

10.1. EQUIPMENT AND SUPPLIES FOR WATER LEVEL MONITORING DEVICES

The NCC will assume the costs of equipment and supplies to be installed onsite under the beaver activity monitoring program. The project manager will procure the equipment and supplies identified in the work plan prepared by the contractor for the installation and maintenance of water level monitoring devices.

10.2. OTHER EQUIPMENT AND SUPPLIES PROVIDED BY THE NCC

At the start of the contract, the NCC will provide:

- a) A copy of the summary of 2013-2014 operations (Éco-Odyssée, in preparation) (available in French only);
- b) A base map (1:50,000) of the general locations of all the monitoring stations in Gatineau Park, and maps showing the specific locations of each monitoring station (available in French only);
- c) Onsite and other specific forms to be used for the beaver activity monitoring program;
- d) Keys to open locks installed on barriers, allowing the contractor access to restricted areas for the purposes of the present contract only. To minimize erosion on former logging roads (closed to the public) and trails in Gatineau Park, the contractor shall travel on foot from the operations start date until May 15 each year, except by special authorization from the project manager for travel by all-terrain vehicle (ATV) or truck.

10.3. OTHER EQUIPMENT AND SUPPLIES PROVIDED BY THE CONTRACTOR

The contractor shall provide all equipment and supplies not to be installed directly onsite. Specifically, the contractor shall provide any motor vehicles required (such as an ATV, truck, snowmobile or boat), in good working order, and shall assume the cost of vehicle fuel, maintenance, storage, insurance and licensing.

The contractor shall provide all tools, boats, beaver traps (certified for use in Quebec) and work clothing required to carry out the work (such as a canoe, hip boots, lifting devices and traps).

The contractor shall provide all word processing services, equipment and supplies required to produce the reports.

The contractor and the contractor's staff shall not use any NCC building or campground as overnight accommodation.

11. COMMUNICATION

The contractor shall carry a cellular telephone while carrying out operations under the present contract in Gatineau Park and on the NCC urban lands. In case of accident, the contractor shall notify the conservation officers in Gatineau Park by calling the NCC emergency number, 613-239-5353.

12. SCHEDULE OF OPERATIONS

As set out in section 3 above, the present contract shall cover a period of five (5) years, starting on April 1, 2014 and ending on March 31, 2019.

A total of 5,500 hours will be allocated for the entire five-year contract duration, that is, approximately 1,100 hours per year, to carry out all the operations under the present contract. Onsite operations shall be carried out depending on the prevailing conditions on the watershed (ice, spring runoff, periods of low water levels). The project manager, on recommendation by the contractor, will approve the operation start and end dates each year, normally a date during the first week of April and December 15. Occasionally equipment and supplies will have to be transported in winter.

The contractor shall be prepared to act promptly in response to any emergency resulting from beaver activity. In these instances, the contractor shall have a maximum of two hours following an emergency call to begin operations.

The contractor shall provide qualified staff persons to ensure that the operations are carried out without exception (regardless of illness, vacation or other leave).

Meetings with NCC employees will be held at the Gatineau Park Administrative Centre, 33 Chemin Scott in Chelsea. Normally, the contractor shall attend two or three meetings, each lasting an hour and a half, each year.

13. OTHER REQUIREMENTS

13.1. SECURITY CLEARANCE REQUIREMENTS (Also refer to separate attachment)

Security level required: Reliability

13.2. OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS (Also refer to separate attachment)

The Contractor or the personnel hired by the Contractor for this Contract will not be considered, at any time, a Crown or NCC employee. The Contractor is solely responsible for the health and safety of his employees and for all actions that they undertake during their employment. The Contractor will ensure to respect all pertinent regulations regarding Health and Safety.

The Contractor is responsible for providing at all times, the appropriate supervision, procedures and training required to ensure the workplace health and safety of his employees. The Contractor must ensure that his employees work in acceptable conditions with respect to the employees' safety, health and hygiene.

The duties required by the present contract occur over a large natural area (36,131 hectares) which present the Contractor with the challenge of having employees working from time to time at nights, in remote or isolated areas with specialized equipment and in severe climatic conditions. The Contractor will ensure that his employees possess the appropriate skills, protective clothing, tools and equipment to perform the tasks assigned.

14. PROPOSAL REQUIREMENTS

The detailed proposal shall be comprised of a technical proponent and a fee proposal. The fee proposal (appendix A) shall be signed and submitted in a separately sealed and clearly marked envelope.

14.1. TECHNICAL PROPOSAL

The contractor shall submit the proposal in four (4) copies (1 original and 3 copies). The proposal must contain the following information:

- The contractor and the person responsible for onsite field supervision, must have a minimum of eight (8) years of experience in order to undertake and execute various work described in these terms of reference.

- The contractor shall provide a description of their company's experience and of his personal experience to, among other things, conduct inspections in forested areas, to conduct analyses to determine the type of interventions required, to establish intervention priorities based on associated risks, to install water level control devices, to propose innovative solutions, to do selective trapping and to capture the beavers alive, etc. The contractor shall also provide the qualifications of the replacement personnel.
- The contractor must demonstrate their understanding of the scope of the project.
- The contractor shall provide a list of two (2) completed projects relevant to the work described in these terms of reference and provide a reference for each project

14.2. FINANCIAL PROPOSAL (APPENDIX A)

Proponents shall provide an all-inclusive hourly rate (excluding taxes) using the form provided in Appendix A which will remain fixed for the contract duration. The hourly rate shall include all costs of onsite operations (including staff, supervision, equipment and supplies, travel, report production, and all other overhead and miscellaneous costs), and shall be based on the total of 5,500 hours of operations (an average of 1,100 hours per year).

15. EVALUATION AND BASIS OF AWARD

All proposals will be evaluated as follows:

- | | |
|---|------------|
| • Company / onsite field supervisor / onsite field personnel experience | 30 points. |
| • Understanding of the scope of the project | 10 points |
| • Projects and references | 20 points. |

Rated Requirements

Rated Requirements	Points allotted
<u>Contractor</u>	
Specialisation of the company (at least 8 years experience in the operations required for controlling beaver activity in natural forested areas).	/10
<u>Personel</u>	
Specialisation of the onsite field supervisor (at least 8 years experience in leading analyses of interventions required in forested areas, establishing intervention priorities based on associated risks, installation of water level control devices, selective trapping and capture of live beavers, development of innovations with regard to control measures to put into place, etc.)	/10
Specialisation of additional onsite field personnel (years experience in conducting inspections in forested areas, doing intervention analyses, installing water level control devices, trapping, working in forested areas, etc.)	/10
<u>Understanding of the scope of the project</u>	
Flexible working hours and days, responds to emergencies, replacement personnel, knowledge of the territory, etc.	/10
<u>Projects of comparable scope and References</u>	
Comparable projects in protected natural territories and references (two projects)	/20
TOTAL	/60

Evaluation criteria

This evaluation table explains the scoring system that will be applied for each of the rated requirement listed above.

EVALUATION CRITERIA
Excellent: exceeds requirements (100% of weighted factor).
Good: fully satisfies all requirements (90% of weighted factor).
Acceptable: satisfies minimum requirements (80% of weighted factor).
Does not satisfy minimum requirements (50% of weighted factor).
Does not meet our needs (30% of weighted factor).
Is completely unacceptable or irrelevant (0% of weighted factor).

Basis of Award

In order to qualify, Contractors must obtain a minimum of 50 points out of a possible 60 points on their technical proposal. Price envelopes of qualified contractors only will be opened. If a firm qualifies, the price envelopes are opened and the proponent who submits the lowest total price will be awarded the contract.

16. PAYMENT SCHEDULE

Operations carried out under the beaver activity monitoring program vary depending on weather conditions. For example, a rainy fall will call for more onsite time than a dry fall since several visits will be required to lower the water level in the ponds and thus avoid spring flooding. A dry summer will call for less onsite time, but could call for more time to install new equipment. For this reason, each year, payment will be made net in monthly installments, reflecting the number of hours worked during the month.

By the end of the five-year contract, the contractor will be paid for a total of 5,500 hours.

APPENDIX A – FINANCIAL PROPOSAL
Tender file no: NG252

- All amounts shall be in Canadian dollars.
- The all-inclusive hourly rate (excluding taxes) will remain fixed for the duration of the contract.
- The hourly rate shall include all costs of onsite operations (including staff, supervision, equipment and supplies, travel, report production, and all other overhead and miscellaneous costs), and shall be based on the total of 5,500 hours of operations (an average of 1,100 hours per year).

Estimated Quantity	5-Year All-inclusive Hourly Rate	Total
5,500 Hours	\$ _____	\$ _____
	Sub-total	\$ _____
	GST/QST 14.975%	\$ _____
	GRAND TOTAL	\$ _____

Company Name: _____

Signature of authorized person: _____ **Date:** _____

INSTRUCTIONS TO TENDERERS

1. Address

The tender envelope shall be addressed to Finance and Procurement Services, National Capital Commission, 40 Elgin Street, 3rd floor, Info Centre, Ottawa, Ontario K1P 1C7.

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

Tenders and amendments received after the tender closing date and time.

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

In the event that security is required under these instructions and is not provided with the tender, the tender is subject to disqualification.

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

1. Security with Tender - In the event that security is required as indicated under section 2 of the Tender/Contract, the tender when submitted must be accompanied by the security in the amount as indicated.

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

- i) A bid bond from a company acceptable to the National Capital Commission and in terms satisfactory to the National Capital Commission.

OR

- ii) A certified cheque drawn on a bank to which the Bank Act or the Quebec Savings Bank Act applies, and made payable to the order of the National Capital Commission.

OR

- iii) Bonds of the Government of Canada payable to bearer.

OR

- iv) Cash

3. Upon notification of acceptance of tender:

1. If the tender is valued at less than \$30,000.00 including taxes, the successful tenderer may be called upon by the Finance and Procurement Services to provide the security deposit as described in Clause 2 of the Tender/Contract.
2. If the tender is valued in excess of \$30,000.00 including taxes, the successful tenderer shall be called upon by Procurement Services to provide the security as described in Clause 2 of the Tender/Contract.

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

Insert prices for units of measure and estimated quantities as shown on the Tender/Contract form or insert the lump sum of the tender in Clause 3.

If description, units of measure and estimated quantities are shown on the Tender/Contract form, insert the price per unit against each item, multiply by the respective estimated quantity, extend the answers to the Total column and add the Total column. Calculate the GST and QST (if applicable) on the total amount.

INSTRUCTIONS TO TENDERERS

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

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

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

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

Tenders are to be submitted in two copies, duly completed in the envelope provided. The tenderer should retain the third copy of the tender for his record.

8. Insurance

The Contractor shall maintain such insurance or pay such assessments as will protect him and the National Capital Commission from claims under the Worker's Compensation Acts and from any other claims for damages for personal injury including death, and from claims for property damage which may arise from his operations under this contract. Certificates of such insurance shall be filed with the National Capital Commission for protection. Such insurance certificates shall be maintained until the National Capital Commission certifies that the work is complete.

Liability insurance naming the National Capital Commission as co-insured shall be maintained by the Contractor for Public Liability and Property Damage in an amount of not less than \$5,000,000.00. Insurance is to cover damage resulting from accident as well as negligence. A copy of the policy must be given to the National Capital Commission prior to commencing work.

NOTE: These Instructions need not be submitted with your tender.

9. Applications for Approval Certificates

Wherever materials are specified by trade names or by manufacturers' names, the tender shall be based on the use of such materials. During tendering period, alternative materials will be considered if full descriptive data are submitted in writing at least seven days before the tender closing date. Approval of submission will be signified by the issuance of an addendum to the tender documents.

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 Chairman and/or Executive Vice-President and General Manager upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

2. Assignment and Subcontracting

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

3. Members of The House of Commons

No member of the House of Commons shall be admitted to any share or part of the contract or to any benefit arising therefrom.

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

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

12. Claims Against and Obligations of the Contractor or Subcontractor

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

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

GENERAL CONDITIONS

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

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

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

15. Changes in soil conditions, National Capital Commission delays

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

16. Protesting Project Manager/Officer's Decision

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

GENERAL CONDITIONS

17. Suspension or Termination of the Contract

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

18. Security Deposit

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

19. No Additional Payment

The amount payable to the Contractor under this contract will not be increased or decreased by reason of any increase or decrease in the cost of the work brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax, that affects the cost of any materials incorporated or to be incorporated in the work, imposed under the Excise Act, the Excise Tax Act, the Old Age Security Act, the Customs Act or Customs Tariff, made public after the date of the submission of the tender, an appropriate adjustment may be made.

GENERAL CONDITIONS

20. Determination of Costs

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

21. Records to be Kept by Contractor

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

22. Extension of Time

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

23. Cleaning of Work

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

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:
 - i) The amount referred to in Clause 1 of the Offer and Agreement will be deemed to be the amount computed by totalling the products of the unit prices set out in Clause 4 of the Offer and Agreement, as amended pursuant to sub-paragraph ii) hereof, if applicable, and the actual quantities of such units as set out in the Project Manager/Officer's Final Certificate of Measurement, subject to and, adjustment provided for in sub-paragraph ii) of this sub-section.
 - 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.

26. Correction of defects

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

GENERAL CONDITIONS

27. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as 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 Commission to a limit of not less than five million (\$5 000 000.00) per occurrence. There shall be no right of subrogation of the Contractor or the insurer and the policy of insurance shall contain a severability of interests clause. The Contractor shall provide the Commission with a copy of the certificate of insurance no less than five (5) days after the award of the contract. The Commission reserves the right to cancel the contract if the Commission does not receive the said certificate in which event the contract shall be null and void.

28. Workers Compensation

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

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 – DIRECT PAYMENT AND TAX INFORMATION FORM

FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT

PART 'A' – IDENTIFICATION / PARTIE 'A' – IDENTIFICATION

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

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

(1) Sole proprietor / Propriétaire unique	<input type="checkbox"/>	If sole proprietor, provide / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes	<input type="checkbox"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société	Business No. (BN) / No de l'entreprise (NE)	
GST/HST / TPS et de TVH			QST / TVQ (Québec)		
Number / Numéro :			Number / Numéro :		
Not registered / non inscrit			Not registered / non inscrit		
Type of contract / Genre de contrat					
Contract for services only / Contrat de services seulement		Contract for mixed goods & services / Contrat de biens et services		Contract for goods only / Contrat de biens seulement	
<input type="checkbox"/>		<input type="checkbox"/>		<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 / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	
Postal Code / Code postal :		

PART 'D' – PAYMENT NOTIFICATION / PARTIE 'D' – AVIS DE PAIEMENT

E-mail address / Adresse courriel :

PART 'E' – CERTIFICATION / PARTIE 'E' – CERTIFICATION

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier. 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.	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. 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 Assistant, Procurement Services
National Capital Commission
202-40 Elgin Street
Ottawa, ON K1P 1C7 Fax : (613) 239-5007

Poster ou télécopier à : Assistant à l'approvisionnement
Services de l'approvisionnement
Commission de la capitale nationale
40, rue Elgin, pièce 202
Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

**SUPPLIER – DIRECT PAYMENT AND TAX
INFORMATION FORM**

**FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT
ET RENSEIGNEMENTS AUX FINS D'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 : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

Direct 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.

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 payment

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

There is less risk of direct payment being lost, stolen, or damaged as may happen with cheques.

Funds made by direct 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 d'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 : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

Renseignements sur le paiement 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 vous sera envoyé par courriel.

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 direct

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

Avec les paiements 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 direct sont versés dans votre compte le jour même où nous aurions posté votre chèque.