

# INVITATION TO TENDER

NCC FILE NO.

NG289

**ADDRESS ENQUIRIES TO:**

Nicole Galipeau  
 Telephone : 613-239-5678 ext. 5191  
 e-mail : [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca)

**BID CLOSING:**

**January 22, 2015 at 3:00 p.m. Ottawa time**

**SEND TENDER TO:**



**Sr. Contract Officer – Nicole Galipeau  
 National Capital Commission  
 Procurement Services  
 40 Elgin Street - 3rd Floor  
 Ottawa, Ontario K1P 1C7**

**Reference Tender File no.: NG289**

## Operation of systems for potable and waste waters in Gatineau Park

There is a **public opening** scheduled for January 22, 2015 in room 306 at 40 Elgin Street in Ottawa, Ontario shortly after 3 p.m.

**1. OFFER:**

The undersigned bidder (hereinafter called the “Contractor”) hereby offers to the National Capital Commission (hereinafter called the “Commission” or the “NCC”) to supply & deliver the services in accordance with the terms of reference, terms and conditions, for the all-inclusive lump sum and/or unit price(s) as set out in section 4 herein

2. Enquiries regarding this tender must be submitted in writing as early as possible within the solicitation period to the Senior Contract Officer, Nicole Galipeau by email at [nicole.galipeau@ncc-ccn.ca](mailto:nicole.galipeau@ncc-ccn.ca) or by facsimile at 613-239-5007, and the telephone number is 613-239-5678 ext. 5191. 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 Bidders, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this tender sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a tender.

**3. GENERAL AGREEMENT** The Contractor agrees:

3.1. to provide at his own cost the following securities:

- (a) with tender to ensure entry into contract a bid bond from an acceptable company, a certified cheque made payable to the National Capital Commission or "Cash" in the amount of **10% of the amount for Year 1** ;

**INVITATION TO TENDER  
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- (b) upon notification of acceptance of tender if requested to do so, a Performance Bond in the amount of **50%** or "Cash" in the amount of **20% of the amount for Year 1**;
- 3.2. that this Offer and Agreement, together with the Terms of Reference, the Instructions to Bidders, the General Conditions, the Security Requirements, the Occupational Health & Safety Requirements and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
- 3.3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 60 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission
- 3.4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a binding contract between the Contractor and the Commission.
4. The Contractor agrees that the following is(are) the all-inclusive lump sum and/or unit price(s) referred to in Clause 1:

<b>Site</b>	<b>All-inclusive Lump Sum Price (excl. taxes)</b>
<b>MacKenzie King Estate</b>	\$
<b>Lac Philippe</b>	\$
<b>33 Scott (Visitor Center)</b>	\$
<b>Blanchet Beach</b>	\$
<b>Sub-total</b>	\$
<b>GST/QST 14.975%</b>	\$
<b>TOTAL for YEAR 1</b>	\$
<b>X 2</b>	
<b>TOTAL for YEAR 2</b>	\$

5. **The tender is to include all relevant information as defined in the Terms of Reference and as more particularly described in section 12 MANDATORY REQUIREMENTS.**
6. One contract will be awarded for a period of five (5) years commencing April 1, 2015 to March 31, 2020 plus one option to extend for 5 years.
7. The Bidder submitting the lowest total cost for the first 2 years shall be deemed the successful bidder.
8. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Québec 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

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- be required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
9. Page 3 of 3 of this invitation to tender must be dated, signed and returned with your tender, thereby acknowledging the receipt and acceptance of the Terms of Reference and the General Conditions.
10. In order to avoid any misunderstanding and be fair to all firms, please note that tenders 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 tenders submitted, to cancel the Invitation to Tender, and/or to reissue the Invitation to Tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or any/all tenderers.
12. **Facsimile or e-mail transmittal of tenders are not acceptable.**

13. 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.

The supplier shall appoint a Company Security Representative which will act as liaison with the NCC Corporate Security to ensure coordination of the screening process.

The NCC shall process the clearances once the individuals have been identified.

14. ADDENDUM ACKNOWLEDGEMENT

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

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).	
<b>Contractor's Name and Address – Nom et adresse de l'entrepreneur</b>	_____
	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 : _____	

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## INSTRUCTIONS TO TENDERERS

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### 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.

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## INSTRUCTIONS TO TENDERERS

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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.

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## INSTRUCTIONS TO TENDERERS

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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

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### 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.

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## **GENERAL CONDITIONS**

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### **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.



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## **GENERAL CONDITIONS**

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### **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 subsection has increased or decreased the cost of the work to the Contractor and the amount payable under the contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with Section 20 hereof.

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

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### **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.

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## GENERAL CONDITIONS

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### 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.

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## GENERAL CONDITIONS

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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.

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## GENERAL CONDITIONS

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**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.

## **TERMS OF REFERENCE**

**Operation of systems for the supply and distribution  
of potable water, and of waste water disposal  
including ancillary general plumbing work  
in Gatineau Park**

**April 1, 2015 to March 31, 2020**



# 1 Introduction

The National Capital Commission (the “NCC”) requires a qualified, licensed \* contractor to provide 24/7 operation and maintenance services for Drinking Water Supply, Treatment and Distribution Systems and Waste Water Disposal and Treatment Systems, including Ancillary General Plumbing, for four (4) sites in Gatineau Park (the “Park”). These include:

- a. The Lac Philippe Sector, in La Pêche (Québec)
- b. The Mackenzie-King Estate, in Kingsmere / Chelsea (Québec)
- c. The Gatineau Park Visitor Centre, in Chelsea (Québec)
- d. Blanchet Beach, on Meech Lake, in Chelsea (Québec)

The NCC expects the contractor to operate the systems described below as a ‘turnkey’ operation, with minimal NCC staff intervention and supervision.

In addition to seasonal opening and closing of the systems and intervening day-to-day routine operations, the contractor will continuously monitor and evaluate the systems, perform preventative maintenance and respond to alarms and emergencies as required, all year. The contractor shall also collaborate with the NCC in improving the operation of these systems. The contractor is required to produce and deliver detailed weekly and yearly operations reports to the NCC.

The contractor shall operate all potable water (drinking water) systems in compliance with the procedures defined in the [Quebec Drinking Water Regulations](#), section Q-2, r. 40 (MDDELCCP), and the *Quebec Water Resources Protection Act*, [Act to affirm the collective nature of water resources and provide for increased water resource protection](#) (sections c-6.2 to 33, 34 and 35)

*\* Holding a License giving authority to operate drinking water systems and to employ qualified personnel to do so, in compliance with the Quebec Drinking Water Regulations.*

## 2 Background

Gatineau Park is a 36,130 hectare natural area located on the north side of the Ottawa-Gatineau metropolitan region, in the Province of Quebec. It receives approximately 2.7 million visitors per year.

The four (4) systems to be operated are:

### 2.1 Lac Philippe Sector

The Lac Philippe Sector is a multi-purpose recreational area in the northern part of the Park with access via the Municipality of La Pêche (Masham), Québec, 40 km north of metropolitan Ottawa-Gatineau. This area encompasses three beaches, a 320-site campground and numerous service buildings — the majority of which are connected to the water supply and disposal system that is the object of this request for services. The area receives more than 150,000 visitors per year, including day users and overnight campers. There are seven (7) sanitary buildings, a small convenience store and numerous water spigots spread throughout the campground area. The water system intake pumps its water from Lac Philippe,

and produces and disposes approximately 10,000 m<sup>3</sup> of per year, from early May until Thanksgiving. The system is phased in and out depending on seasonal demand, but generally operates at full capacity from May 15<sup>th</sup> to October 15<sup>th</sup>. The sewer lines, grey water holding tanks and pump stations are operational year round. This request for services also includes one (1) water well which is not for public use, and whose water is considered non-potable from a legal standpoint.

The drinking water system, with the exception of the well, is approved by the *Ministère du Développement durable, de l'Environnement et des Parcs du Québec* (MDDELCC) (Water Distribution System Certificate # X2086591 and File # 7323-07-01-82025-07).

## **2.2 Mackenzie King Estate**

The Mackenzie King Estate (“MKE”) is located in Chelsea (Kingsmere), Québec, approximately 20 km from Ottawa-Gatineau. This site receives 60,000 visitors per year. The water system services the Moorside Museum/Tea Room Kingswood, a snack bar and a sanitary building. The water intake is pumped from Kingsmere Lake and feeds several locations and installations. The system branches out to provide non-potable water to the Moorside and to The Farm\*, as well as the Moorside fire suppression system. In 2005, the entire system produced 6 000 m<sup>3</sup> of drinking water and 1 800 m<sup>3</sup> of untreated water for irrigation. All systems operate from approximately May 1<sup>st</sup> to October 31<sup>st</sup>, the exception being the fire suppression system, which is charged and operational year round.

*\* The Farm is an adjacent NCC official residence, which gets its water supply (irrigation water only) from the Mackenzie King Estate water system.*

The drinking water system is approved by the MDDELCCP (certificate #X2096563) (file # 7323-07-01-82025-06).

The fire suppression system is a wet-type (glycol) system, designed in compliance with standard 13 of the NFPA Code.

## **2.3 Blanchet Beach**

Blanchet Beach is a public beach located on Meech Lake, 8 km from the village of Chelsea, in Quebec. This facility includes a two (2) toilet, single tank, Clivus Multrum ‘composting toilet’ that requires special maintenance procedures. The unit is waterless but requires occasional ‘spreading’ of the waste pile and at least once weekly, during peak season, removal of liquid waste. It is included here because of common ‘confined space’ requirements, similar to the Lac Philippe pumping stations. The Blanchet Beach toilet building is open May 1<sup>st</sup> to October 31<sup>st</sup>.

## **2.4 Gatineau Park Visitor Centre and Administrative Offices – 33, Scott Road**

The Visitor Centre, located at 33, Scott Road, in Chelsea, includes the visitor centre facility, which receives 50,000 visitors per year, as well as meeting rooms that are rented out periodically and offices for

approximately 27 full-time staff. The Centre is open to visitors 365 days a year, while the administrative offices and meeting rooms are open five (5) days a week, excluding statutory holidays.

The well and drinking water system are approved by the MDDELCCP (certificate # 11299443-07-31).

## 2.5 Operational Context

The National Capital Commission has contracted three separate private companies to provide the following services in Gatineau Park:

- Recreation and maintenance services;
- Operation of the Moorside Tea Room;
- Water quality testing.

At the time of writing this request for services:

- Demsis is the Park recreation and maintenance services contractor;
- The Moorside Tea Room contractor is undetermined;
- Laboratoire S.M. is the contractor responsible for water sampling and testing.

It is essential that the successful contractor for the work described herein work in close cooperation and in a complementary manner with the other contractors to offer an enjoyable recreation experience to Park visitors, by providing comprehensive and seamless maintenance services. As a result, it will be important to develop and implement an integrated multilateral transition process involving all current and incoming contractors.

## 3 Summary Description of Systems, per Site

The detailed specifications for each system are available for consultation, by appointment only, at the Gatineau park library. In summary, the contractor shall be responsible for the following systems:

### 3.1 Lac Philippe

#### 3.1.1 Water Supply System

The water supply system includes two submersible pumps in Lac Philippe (5 hp ea.). These water lines lead into a small shed with an electrical panel with fuses, from which a 100 mm diameter water main delivers the water to the top of the hill to the central water plant. The water plant is a traditional flocculation-disinfection (Hydroval®) installation with computerized controls and a continual untreated water analyser. The plant is connected to a system-wide computerized control system. It is located next to a 127 m<sup>3</sup> holding tank, and a second 68.3 m<sup>3</sup> holding tank is located close to Breton Beach. The main holding tank is equipped with a float system that automatically triggers the submersible pumps to fill the system as required. The Breton holding tank is equipped with a feeder-pump programmed to fill the tank to full capacity at night, and is linked to the communications system

through a mechanism located in the basement of the vacant Lac Philippe Administrative Building. (Refer to the detailed Operations Manual, on reserve at the library.)

### 3.1.2 Water Distribution System

The water distribution system consists of gravity-fed underground water mains, roadside spigots, sanitary buildings with sinks, showers, water fountains, urinals and toilets as well as concession buildings with kitchens, sinks and toilets. The system of water mains includes six (6) connection valves and thirty-nine (39) drain valves. There are twenty-five (25) roadside spigots located throughout the campground area. The sanitary buildings' service alleys are equipped with copper piping, flush valves, taps, propane water heaters, shower timers, pressure tanks, feeder pumps and fans, etc. All sanitary buildings have 5 hp feeder pumps and pressure tanks.

### 3.1.3 Water Disposal System

The sinks, showers and toilets evacuate the buildings by gravity into three (3) underground storage tanks at Smith, Parent and Breton beaches. Each of these tanks supplies a lift station, which pumps the waste in sequence from Smith to Parent to Breton. These three underground pump stations have dual Smith and Loveless® pumps of progressively more horsepower (10 hp, 15 hp, 20 hp), motors, impellers, control panels, automatic switches, check valves and alarms as well as heating systems for winter.

The principal force mains and gravity mains transport the waste from station to station and then to the sewage lagoon. A series of manholes have been built along the main sewer line. The final pumping station, located at Breton Beach, pumps the waste water uphill to the sewage lagoon, which consists of two (2) settling ponds, each equipped with a drain pit with manually operated valves.

### 3.1.4 Ancillary Services

The Lac Philippe Sector includes one (1) well that requires routine maintenance. It is a drilled well with standard plumbing fixtures located at the former office building/garage. It feeds this building, along with the Park entrance building. At this time, the water from this well is considered non-potable and a sign is posted to warn visitors.

The NCC is presently studying the possibility of producing drinking water from this well. If it decides to do so, it will seek the requisite MDDECLLP certificate. Should this project come to fruition, the NCC shall enter negotiations with the contractor to provide the maintenance and operation services required to comply with government standards.

**Note:** The scope of this contract does not include the maintenance of the electrical panels, circuitry, switches, lighting and appliances (hand dryers) in the sanitary buildings and concessions. The maintenance of the propane heaters and provision of propane are also not within the scope of this contract. The water services contractor shall work in close cooperation with the recreation and maintenance services contractor to ensure the continual and uninterrupted supply of hot water

## **3.2 Mackenzie-King Estate**

The Mackenzie King Estate (MKE) is a national historic site and must be approached accordingly. This site and its buildings are designated under the Federal Heritage Buildings Review Office.

No work will be undertaken on this site that will in any way affect the architectural features or historical artefacts on the site without the expressed written approval of the NCC.

### **3.2.1 Water Supply**

Water is supplied to the Mackenzie King Estate by two (2) submersible pumps, (7.5 hp each), installed on a frame submerged in Kingsmere Lake. A service building nearby houses five (5) pressure tanks. The water is pumped from the lake to the treatment installation located in the basement of the Moorside building. From there, the system branches out to feed Kingswood, The Farm, the MKE irrigation system and the fire suppression systems. Another water main flows counter-current from the potable water treatment system back to Kingsmere Lake.

### **3.2.2 Water Distribution and Filtration**

The potable water is distributed throughout the site by buried water lines with numerous junctions and valves. The filtering system is located in the basement of the Moorside building and is directly accessible from outside the building. The potable water production system has a capacity of 60 m<sup>3</sup>/day, and is equipped with granular filters, nanofiltration compartments, UV filters and chlorination devices.

### **3.2.3 Irrigation and Fire Suppression at Moorside**

Two essential non-potable systems are in place at Moorside: an extensive underground irrigation system and a fire suppression system. The irrigation system uses water on demand, directly from the pump house. The Recreation and Maintenance Services contractor uses this system to water the gardens and lawns. A demarcation point identifies the limits of responsibility of both contractors. The fire extinguisher system operates from pressurised tanks.

### **3.2.4 Waste Water Disposal**

There are two (2) septic tanks and two (2) septic fields, one (1) servicing the Tea Room and one (1) servicing the sanitary building public toilets. The maintenance of these installations and emptying of the Kingswood holding tank is the responsibility of the Recreational and Maintenance Services contract.

### **3.2.5 Ancillary Services**

All non-public (lines, valves, service alleys, water heaters, irrigation lines, equipment, etc.) components of this site's water services are included in this contract. This contract does not include the maintenance of the electrical panels, nor energy consumption.

The publicly used areas with the toilets, taps, sinks, etc. at Kingswood, Moorside Museum and the sanitary building are the responsibility of the Recreational and Maintenance Services contractor, while the customer and (kitchen) staff areas in the Tea Room and snack bar are the lessee's responsibility.

### **3.2.6 Services Relating to the Operation of the Tea Room and the Fire Suppression System**

The Contractor is responsible for winterizing the plumbing systems in the Tea Room. The Contractor shall also clean out the grease trap annually, and shall verify the glycol levels in the Moorside building annually as well.

## **3.3 Blanchet Beach**

The toilet at Blanchet beach is a Clivus Multrum® composting unit that requires regular attention to maintain its operating efficiency. However, this Clivus Multrum system is insufficient during the peak use period. The Contractor shall be called upon to pump out the excess waste materials upon NCC request. The Contractor must expect and plan for a total of eight (8) pump-outs per operating season. The toilet includes an ABS plastic composting chamber into which human waste is deposited and decomposes naturally. Maintenance requirements are minimal, and include levelling the waste pile, filling the water spray system and ensuring that this system functions according to specifications and, from time to time, removing the composted liquid. This is required approximately once (1) a week during peak season depending on use. This liquid must be deposited outside the Park in an approved septic system, or at the Lac Philippe sewage lagoon. This system is described in more detail in the support documents. The system must be maintained from May 1<sup>st</sup> to October 31<sup>st</sup> yearly.

## **3.4 Gatineau Park Visitor Centre (33 Scott)**

The water is supplied by a well drilled in the east area of the building. The well is equipped with a submersible pump (brand and output unknown), and the water intake unit is located in the building basement. The basement water intake unit includes the following:

- 1 Well Rite WR200R pressure tank
- 3 Aqua Pro Fab 1000L pressure tanks, connected in series
- 2 Water Conditioning Canada Inc. water softeners
- 1 chlorine regulator (specifications unknown)
- 1 chlorine tank
- 1 hot water tank (40 gallons)
- Various gauges and pipes

The three (3) Aqua Pro tanks are used to hold additional water for peak use events, which occur 4 to 5 times yearly (during the Fall Rhapsody program and other special events). These tanks are connected in series and are programmed to activate when the system is empty. A 'Premier 12' hypochlorite solution is used.

The Contractor shall ensure provision of a steady supply of water to the basement unit, and from there, shall ensure distribution to the building plumbing system. The Recreation and Maintenance Services contractor (third-party) shall provide the plumbing fixtures and piping outside of the basement service area.

## 4 Scope of work required

- 4.1 The contractor shall manage all systems described in Section 3 and in the specifications and technical documents on reserve at the Gatineau Park library. The contractor shall also fulfil all requirements laid out in paragraphs 4.2 to 4.18 below.
- 4.2 The contractor shall ensure the seasonal start-up and shut down and day to day systems operation and maintenance, 24/7 from the incremental start-up (May 1<sup>st</sup>) to shut-down (October 31<sup>st</sup>) annually. Minor alterations to this operating period may be made based on operational requirements and weather conditions.
  - 4.2.1 The spring start-up also includes a visual inspection and reporting on all submersible pumps. This will require the use of certified divers.
  - 4.2.2 Every two years (Years 1, 3 and 5 of the contract), qualified and certified mechanical and electrical technicians shall inspect all motors and electrical pumps in the Lac Philippe sewage station, and shall report on their work and findings.
  - 4.2.3 The spring start up at MKE includes the installation and testing of the Moorside Tea Room fire suppression system sprinklers, by qualified and certified technicians. These technicians shall produce and deliver to the NCC a detailed system assessment report, describing all repairs made and all measures taken to ensure the continued efficient operation of the system. The contractor is also responsible for verifying the system's glycol levels.
  - 4.2.4 Also at MKE, the Spring start-up and Fall shut-down operations shall be co-ordinated with the NCC staff assigned to The Farm (official residence of the Speaker of the House of Commons), to ensure that all lines are operational or drained, as required.
  - 4.2.5 The MKE fire suppression system and the Lac Philippe Sewer lines are operational year-round, and the contractor shall plan and conduct all maintenance activities required to keep these systems continually operational.
- 4.3 The contractor shall supply and add all chemicals or replacement of filters for the water treatment systems according to specifications, to assure continuous safe potable water supply.
  - 4.3.1 All chemical products must be NSF (National Sanitation Foundation) certified and pre-approved by the NCC biologist before use. Any change in products or composition must similarly be approved before being use. Visual and odour criteria must also be respected.

**4.4** The contractor shall collaborate with the NCC to ensure compliance with all MDDELCC water quality regulations. The contractor shall have in-depth knowledge of these regulations, which are available from the relevant authorities.

**4.5** The contractor shall monitor the untreated water intake and the treated water exiting the Lac Philippe filtration plant to ensure compliance with the requisite standards. These results shall be recorded and communicated to the NCC with the weekly report. Testing protocols and frequencies will be co-ordinated with NCC biologist. Stronger doses of chlorine should be employed during the spring start-up and residual levels ranging between the absolute minimum of 0,3 mg/l and the normal operating level of 1,5 mg/l.

Note: another contractor, under the direct supervision of an NCC biologist, will perform formal bacteriological water sampling and testing.

**4.6** The contractor shall complete the pressure washing of two (2) water reservoirs at Lac Philippe each spring, prior to system start-up.

**4.7** This contract includes the weekly monitoring of the sewage lagoon to ensure it is in proper working order. This includes a yearly measurement of the thickness of the bottom sludge (in June) as well as water sampling in the fall.

- a. Routine monitoring (weekly inspections from the 1st Tuesday in June until the 1st Tuesday in September)
- b. Measurement of sludge thickness in settling ponds 1 and 2 (first week in June)
- c. Fall water sampling (September) prior to the opening of the flush valves
- d. Draining of the lagoon waters (settling pond 2) and water sampling for follow-up analysis (half-way through the draining period)

**4.8** The contractor shall provide twenty-four (24) hours per day, every day, year-round, and shall always be available for emergency response (by way of a mutually-agreed upon communications systems). The contractor will co-ordinate its communications system with those of the other NCC emergency response service providers (i.e. Protectron Security and the General Recreation and Maintenance Services contractor) for efficient and dependable response. The requisite response times are as follows:

- May 1<sup>st</sup> - October 31<sup>st</sup>: telephone response to emergency calls from the alarm system or the NCC is expected within five (5) minutes of a call, with on-site arrival time within one (1) hour of a call.
- November 1<sup>st</sup> - April 30<sup>th</sup>: Telephone response within fifteen (15) minutes of a call with on site arrival within two (2) hours of a call.

**4.9** The contractor shall provide, in addition to the normal call-ins for routine problems, a major emergency service for breakdowns outside the scope of the work described herein (i.e. major equipment failure, accidents, etc). An acceptable cost estimate ("cost plus" basis) and subsequent payment for this service will be determined on a case-by-case basis in consultation with the NCC. In the case of an unsatisfactory cost estimate, the NCC may ask another contractor for an estimate. No work will proceed without written approval from the NCC. The above service will include the provision of an emergency pumping service.



**4.10** The contractor shall conduct a bi-monthly inspection of the Lac Philippe waste water pump stations during the off-season (October 31st. - May 1<sup>st</sup>.) The contractor will continue to respond to any alarm calls during this off-season period. A snowmobile will be required between approximately November 15 and April 15 each year to access the Lac Philippe waste water pump stations as the road is closed to vehicular traffic during this period.

**4.11** The contractor shall be responsible for the maintenance of two (2) on-site log books:

- One (1) log for the Lac Philippe facilities, kept at the water filtration plant with information on the following:
  - a. The filtration plant, with key details on the main indicators, including volumes, chemicals added, backflow, etc.;
  - b. The water distribution system;
  - c. The performance of the waste water system and pumping stations;
- One (1) log for the Mackenzie-King Estate, kept in the basement and including similar information on the drinking water and fire suppression systems.

These logs will essentially be on-going situation reports reflecting the characteristics of each location. They will serve to document, verify and sign off on routine inspection visits, work performed, the addition of types and amounts of chemicals, water tests performed and comparison with past results, pressure gauge readings as well as observed problems or deficiencies, indicating suggested solutions, etc. The logs and checklists will be developed jointly with the NCC and will serve as a systems management tool for the NCC and the contractor. They shall be in compliance with the provisions and requirements of the Drinking Water Quality Regulations.

**4.12** Every Friday morning, before 12:00 noon, the contractor shall file a systems status report with the NCC. This report may be delivered to the NCC in hard copy, or sent by Fax or e-mail. The contractor shall keep copies of all his reports until the expiry of the contract. The report template shall be produced in cooperation with the NCC.

**4.13** In spring and fall, the systems status report shall be more comprehensive, providing the requisite details on start-up or shut-down activities, system draining, submersible pump inspections, and regular pump motor inspections, etc. These reports shall include all relevant inspection accounts.

**4.14** Within thirty (30) days of the year-end seasonal shut-down, on December 1st at the very latest, the contractor shall deliver an official year-end report which will include a summary of the information from the log books, and providing detailed information on system performance, a list of key repairs made during the season and the actions required to maintain and extend the systems' life cycle beyond the term of the current contract, with forecasted deadlines and budget estimates.

**4.15** The contractor will submit as a part of above-mentioned report (4.14) a year-end preventative maintenance program with priorities and scheduling.

**4.16** The contractor shall provide all small parts that are normal replaceable wear and tear items of a system (washers, taps, springs, gaskets, valves, filters, etc.) including but not limited to replacement of batteries in the uninterrupted power supplies and alarm devices.

- 4.17** The contractor will provide all tools, materials, vehicles and specialised equipment for completing the work required by this contract.
- 4.18** The contractor shall use the existing signage materials warning that water at a given location is not potable, if notified by the NCC that water quality is not in compliance with the requisite standards. This activity shall be coordinated with the general recreation and maintenance services contractor. The procedure is laid out in detail in the document titled *Réseau d'intervention relatif aux systèmes d'eau* (Emergency Response for Water Systems), which is available for consultation. The contractor shall remove the signs when directed by the NCC.

## 5 Other Requirements

In addition to the scope of work described in 4.0, the contractor shall:

- 5.1** Provide a prompt, polite and respectful service. The contractor will perform work in an efficient and unobtrusive manner as possible, co-operating fully with the public, the general recreation and maintenance services contractor and the lessee of the MKE Tea Room.
- 5.2** Demonstrate flexibility in establishing an effective working protocol with the general recreation and maintenance services contractor to clarify respective roles vis-à-vis minor temporary interventions (i.e. repairing broken faucets, turning off valves; faulty drains, installing signs, etc.) at all sites. The physical boundaries of responsibility shall correspond to the interior wall of any given facility. The water services contractor shall be responsible for all systems up to the valves located on the interior wall of plumbing installations, whereas the general recreation and maintenance services contractor shall be responsible for all fixtures located within the wall and on the 'public' side of the wall.
- 5.3** Operate the water systems in compliance with MDDECLPP regulations, water treatment best practices, operating manuals and specific instructions for various system components, instructions pour le Clivus Multrum® system and other reference documents. The NCC shall ensure that a comprehensive information package is permanently available to the contractor for consultation. Any problems, damage or breakdowns resulting from the contractor's failure to respect these requirements will be contractor's responsibility and will be corrected at the contractor's expense, to the satisfaction of the NCC.
- 5.4** Report to the NCC designated personnel and not to the recreation and maintenance services contractor, nor the Tea Room lessee, nor any sub-lessees, except if agreed to in a written protocol as described in Section 5.2. Any dispute between the parties will be arbitrated and settled by the NCC.

## 6 Others' Responsibilities

### 6.1 The NCC shall :

- 6.1.1 Pay all electricity bills for the Lac Philippe pump stations and the water filtration plant as well as electrical bills for the Mackenzie-King Estate water system.
- 6.1.2 Be responsible for replacement of any major system components. The NCC shall also complete any emergency replacements above and beyond the normal operation and maintenance described in this document (i.e. an unforeseen equipment or component breakdown). To be considered 'major', the parts or equipment cost must be in excess of two thousand five hundred dollars (\$2,500.00) (exclusive of taxes) per single occurrence. To qualify, the component must be a clearly necessary 'end-of-lifecycle' replacement and not just replacement of a broken valve, repair of a ruptured line or a blown gasket. The work will be performed by the contractor but will require consultation with the NCC to determine the most cost-effective solution.
- 6.1.3 Pay the contractor within thirty (30) days, upon receipt of an invoice from the contractor for work performed in compliance with the contract requirements.
- 6.1.4 Retain the right at any time, to visit, inspect, take samples and report on any facilities and equipment under the responsibility of the contractor pursuant to this contract.

### 6.2 The recreation and maintenance services contractor shall:

(The following is included for information services to help the water services contractor gain a better understanding of his scope of responsibilities.)

- 6.2.1 Maintain the electrical systems and pay pertinent electrical bills for electrical consumption at all sites (sanitary buildings, concessions, stores); provide and maintain the propane hot water heaters in the campground sanitary buildings. This work shall be done by qualified technicians.  
  
Note: The Moorside Team Room lessee shall pay the electrical bills for the Moorside Team Room, Snack-Bar and exterior lighting.
- 6.2.2 Be responsible for all housekeeping and janitorial functions in the sanitary buildings and concessions at Lac Philippe, the Mackenzie-King Estate sanitary building and the grounds maintenance at Blanchet beach.
- 6.2.3 Have access to the service corridors for storage of equipment and supplies as well as to perform temporary emergency interventions - primarily closing valves to repair a faucet, for example. In such situations, he shall inform the water services contractor and coordinate activities. The recreation and maintenance services contract is not responsible for plumbing repairs or any other components of the plumbing equipment in the service areas of the sanitary buildings.
- 6.2.4 Be responsible for emptying the septic tanks and holding tanks at the Mackenzie-King Estate, Main Entrance and Campground Office.

- 6.2.5** Report to the NCC any deficiencies, damage or malfunctioning equipment. The NCC will advise the water services contractor accordingly.

## **7 Contractor's Qualifications**

- 7.1** The contractor and the proposed personnel must be qualified, recognised and licensed in accordance with MDDELCP to perform the tasks required in the Province of Québec, including confined space training. Any sub-contractors must also comply with this requirement. Copies of licences must be submitted with the tender.
- 7.2** The contractor must submit evidence of having completed similar work in the past five (5) years. The contractor must provide a brief description of two (2) similar projects with one reference, including contact names and telephone number. The contractor must have personnel available to look after all sites included and be able to fully comply with all requirements and regulations.
- 7.3** Any licences, administrative costs or fees required for the execution of this contract are the responsibility of the contractor.

## **8 Duration of Contract**

The term of this contract is for a period of five (5) years, from April 1, 2015 to March 31, 2020. Subject to the contractor's satisfactory performance, and upon mutual agreement regarding fees, the NCC may choose to extend the contract for a period of five (5) years from April 1, 2020 to March 31, 2025 at the same terms and conditions.

The NCC will inform the contractor of its intentions twelve (12) months prior to contract end date.

The fee submitted shall be valid for the first two years. For each subsequent year, the fixed price will be adjusted using the Consumer Price Index (CPI) of Statistic Canada. (The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau).

## **9 Yearly Adjustment to Fixed Fee of Contract**

The NCC shall use the Consumer Price Index (CPI) to adjust on a yearly basis the Fixed Fee of the Contract. The Fixed Fee for the first 2 years of the Contract shall be the amount as provided by the Contractor. For subsequent Years of the Contract, the Fixed Fee shall be established as follows:

## 9.1 Year Three of Contract

The annual Fixed Fee (excluding taxes) for the third Year (April 1, 2017 to March 31, 2018) shall be based on the annual Fixed Fee (excluding taxes) during the first 2 years (April 1, 2015 to March 31, 2017) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2016 and December 2015, plus applicable taxes.

Example only:

CPI-by city (monthly) for Ottawa-Gatineau for December 2016 is 133.9.

CPI-by city (monthly) for Ottawa-Gatineau for December 2015 was 131.6.

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

(decrease if % difference is negative)

## 9.2 Year Four of Contract

The annual Fixed Fee (excluding taxes) for the fourth Year (April 1, 2018 to March 31, 2019) shall be based on the annual Fixed Fee (excluding taxes) established for the third Year (April 1, 2017 to March 31, 2018) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2017 and December 2016, plus applicable taxes.

## 9.3 Year Five of Contract

The annual Fixed Fee (excluding taxes) for the fifth Year (April 1, 2019 to March 31, 2020) shall be based on the annual Fixed Fee (excluding taxes) established for the fourth Year (April 1, 2018 to March 31, 2019) plus or minus a price adjustment based on the Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau (AIOG), specifically the percentage difference between the CPI – AIOG of December 2018 and December 2017, plus applicable taxes.

## 9.4 Years Six to Ten (if exercised)

The annual Fixed Fee (excluding taxes) for the option years will be adjusted following the same format as above.

### **Note**

- The Consumer Price Index (CPI) – by city (monthly) All items for Ottawa-Gatineau is available on Statistics Canada's website at <http://www40.statcan.gc.ca/l01/cst01/CPIS02A-eng.htm>, in table "Consumer Price Index by city (monthly) All items for Ottawa-Gatineau".

# 10 Site Visit

The NCC has established that the information supplied in these specifications is sufficient to allow the contractor to evaluate the tasks and services requested. However, if a contractor wishes to visit the sites, he can make a request early in the tender process and the NCC will organize one non mandatory site visit for all bidders. Please note that if snow is present on the ground, the contractor will have to supply its own snowmobile to access the Lac Philippe sector. The MKE and 33 Scott are accessible year round.

## 11 Cost Per Site

At time of writing, the municipality of Chelsea just started to build a potable and waste water system. The system should be operational at the end of 2015 or in the spring of 2016. The Gatineau Park Visitor Center will be hooked up on the municipal system. Therefore, the services included in this contract for 33 Scott will no longer be required. The value of the contract will be adjusted accordingly based on the submitted fee and date prorated. The contractor must submit the cost as per the following table to supply all services and tasks included in the specifications:

<b>Site</b>	<b>All-inclusive Lump Sum Price (excl. taxes)</b>
<b>MacKenzie King estate</b>	\$
<b>Lac Philippe</b>	\$
<b>33 Scott (Visitor Center)</b>	\$
<b>Blanchet beach</b>	\$
<b>Sub-total</b>	\$
<b>GST/QST 14.975%</b>	\$
<b>TOTAL for YEAR 1</b>	\$
	X 2
<b>TOTAL for YEAR 2</b>	\$

## 12 Mandatory Requirements

The contractor must supply the following information with his tender:

- a) Copy of MDDELCC valid permit
- b) Proof that similar services were provided in the last 5 years and 2 references of different projects.
- c) Name and curriculum vitae of the staff that will be operating the system and their licences

Information will be validated.

## **APPENDIX A**

This section contains three (3) documents :

- 1.0 Operation manual : Lac Philippe
- 2.0 Operation manual MacKenzie-King Estate
- 3.0 Drawings : Potable Water and Fire Suppression Systems of MacKenzie-King Estate

## 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.

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

***\*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded (Confidential, Secret or Top Secret) on the basis of the sensitivity of the information and assets that need to be accessed.***

### Additional information

As part of their personal screening, individuals may be required to provide evidence of their status as a Canadian citizen or permanent resident as well as any other information/documentation requested by the NCC's Corporate Security in order to complete the screening.

The NCC reserves the right to refuse access to personnel who fail to obtain the required level of security screening.

The NCC reserves the right to impose additional security measures with respect to this contract as the need arises.

When warranted by a Security threat and risk assessment (TRA) or any type of Security Assessment, physical security safeguards can be recommended by NCC Corporate Security to reflect changes in the threat environment or for operational purposes.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organization Screening* and/or *Facility Security Clearance* – depending on the nature of the information it will be entrusted with.

### Company Security Representative

The contractor shall appoint one Company Security Representative (CSR) as well as one alternate (for companies who have more than five employees).

Selection criteria for the CSR and the alternate are the following:

- They must be employees of the contractor's firm;

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the contractor's personnel who will require access to NCC information/assets/sites **as well as any recurring subcontractors** (and their employees) who will require similar access and may not be supervised by the contractor at all times during such access. Ensure that accurate and complete Personnel Security Screening documentation is submitted to the NCC's Corporate Security for the employees/subcontractors who have been identified;
- Ensure that employees/subcontractors, upon notification of having been granted a Security status (**Reliability-Site Access-Secret**), sign the *Security Screening Certificate and Briefing Form* and return to the NCC's Corporate Security;
- Ensure that only persons who have been security screened to the appropriate level and who are on a "need-to-know basis" will have access to information and assets;
- Maintain a current list of security screened employees/subcontractors;
- Ensure proper safeguard of all information and assets, including any information/assets entrusted to subcontractors;
- If a Security incident or suspected breach of security occurs, prepare and submit to the NCC an occurrence report as soon as possible.

### Access to site

Unless otherwise indicated, all visits to "secure" sites (official residences) shall be coordinated with, and approved through NCC Corporate Security.

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

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

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

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

**PART 'D' - DIRECT DEPOSIT PAYMENT NOTIFICATION / PARTIE 'D' - AVIS DE PAIEMENT PAR DÉPÔT DIRECT**

E-mail address / Adresse courriel :

**PART 'E' - CERTIFICATION / PARTIE 'E' - CERTIFICATION**

<p>I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.</p> <p>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.</p>	<p>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.</p> <p>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.</p>		
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**

<p>Please fill in and return to the National Capital Commission with one of your <b>business cheque unsigned and marked « VOID »</b> (for verification purposes).</p>	<p>Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un <b>spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ »</b> (à des fins de vérification).</p>
<p>Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007</p>	<p>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</p>

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

**FOURNISSEUR – FORMULAIRE DE PAIEMENT PAR DÉPÔT DIRECT ET RENSEIGNEMENTS AUX FINS DE L'IMPÔT**

**Supplier Tax Information**

Pursuant to paragraph 221(1) (d) of the *Income Tax Act*, NCC must declare form T-1204, contractual payments of government for services, all payments made to suppliers during the calendar year in accordance to related service contracts (including contracts for mixed goods and services).

The paragraph 237(1) of the *Income Tax Act* and the article 235 of the Income Tax Regulations require the supplier to provide all necessary information below to the organization who prepares the fiscal information forms.

Questions: Sylvie Monette, Accounts Payable and Receivable Officer – (613) 239-5678 ext. 5156 or [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Direct deposit payment information**

All amounts payable by NCC to the supplier will be deposited directly into the account you identified in part C. A NCC payment advice notice will also be sent to you by e-mail detailing the particularities of the payment to the address identified in part D.

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

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

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

**The advantages of direct deposit payment**

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

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

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

**Renseignements sur les fournisseurs aux fins de l'impôt**

En vertu de l'alinéa 221(1) (d) de la *Loi de l'impôt sur le revenu*, la CCN est tenu de déclarer, à l'aide du formulaire T-1204, Paiements contractuels de services du gouvernement, tous paiements versés aux fournisseurs pendant une année civile en vertu de marchés de services pertinents (y compris les marchés composés à la fois de biens et de services).

Le paragraphe 237 (1) de la *Loi de l'impôt sur le revenu* et l'article 235 du Règlement de l'impôt sur le revenu obligent les fournisseurs à fournir toutes les informations demandées ci-dessous à l'organisme qui prépare les formulaires de renseignements fiscaux.

Questions : Sylvie Monette, Agent aux comptes fournisseurs et comptes clients – (613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

Tous les montants versés par la CCN au fournisseur seront déposés directement dans le compte identifié à la partie C. Un avis de paiement de la CCN détaillant les particularités du paiement par dépôt direct vous sera envoyé par courriel à l'adresse courriel identifiée à la partie D.

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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