

## REQUEST FOR A STANDING OFFER (RFSO)

ADDRESS ENQUIRIES TO: Allan Lapensée, Sr. Contract Officer (613)239-5678 ext. 5051 (613)239-5007 fax <a href="mailto:allan.lapensee@ncc-ccn.ca">allan.lapensee@ncc-ccn.ca</a>	BID DEADLINE:  October 22, 2015 at 3pm Ottawa time
RETURN TO: Submit your proposal, price envelope and this page signed and return to:	→ National Capital Commission Procurement Services 40 Elgin Street 3rd floor service centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1617

**This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes any/all other attachments referred to herein.**

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).	
Contractor's Name & Address   Tel:  Fax:	Print Name  Signature  Date
ADDENDUM ACKNOWLEDGEMENT: I/We acknowledge receipt of the following addendums and have included for the requirement of it/them in my/our tendered price:	_____ _____ Bidder to enter the number of addendums issued (i.e. #1, #2, etc.) if any.

## 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit one (1) original & four (4) copies of your technical proposal and one (1) price envelope to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Terms of Reference document. The following NCC forms must also be submitted with your proposal:
  - a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of reference of this RFSO which includes all other attachments referred to herein,
  - b. Fee schedule for category 1 or 2 or for both categories, and
  - c. Supplier - Direct Payment and Tax Information Form
- 1.2 Enquiries regarding this proposal must be submitted in writing to Allan Lapensée, Sr Contract Officer, telephone number - 613-239-5678 ext 5051, facsimile number - 613-239-5007 or e-mail address – [allan.lapensee@ncc-ccn.ca](mailto:allan.lapensee@ncc-ccn.ca) as early as possible within the solicitation period. Enquiries should be received no later than seven (7) calendar days prior to the date set for solicitation closing to allow sufficient time to provide a response. Enquiries received after that time may result in an answer not being provided. To ensure consistency and quality of the information provided to all Proponents, the Senior Contract Officer shall examine the content of the enquiry and shall decide whether or not to issue an amendment. All enquiries and other communications related to this proposal sent throughout the solicitation period are to be directed **ONLY** to the Senior Contract Officer named above. Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 The technical proposal is to include all relevant information as defined in the Rated Requirements.
- 1.4 As a green initiative, the NCC requests that the Contractor's Technical Proposal follow these green practices:
  - use recycled paper products
  - print double sided
  - use a maximum font of 11
  - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
- 1.5 One (1) original of your financial offer (Fee schedule for category 1 or 2 or for both categories) must be submitted in an envelope separate from your technical proposal.
- 1.6 The technical evaluation is based on a total of 100 points. The minimum pass mark required is 80 pts on the total. Only the price envelopes of firms that qualify shall be opened.
- 1.7 Proposals obtaining a total minimum score of 80 pts out of 100 pts of the technical component will be considered as technically admissible. A maximum of one (1) Standing Offer Agreement (SOA) per category may be awarded as a result of this request for standing offer. The firm who obtained the best value score\* in that category will be offered the SOA. \*Best value score: Weighted factors will be used to evaluate the bidders' unit rates per category.
- 1.8 A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.

**REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
LARGE SCALE TREE REMOVAL SERVICES  
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1617**

- 1.9 The resulting Standing Offer Agreements will be for a period of two (2) years from the date of award. Unit rates quoted must remain the same for the two years.
- 1.10 If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish' the list of SOAs, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOAs shall be 'the next ranked firm(s)' as per rankings established above.
- 1.11 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
- 1.12 The Security Requirements, the General Conditions, and, the Occupational Health and Safety Requirements will also form part of the resulting SOA and subsequent call-up purchase order(s).
- 1.13 In order to avoid any misunderstanding and be fair to all firms, please note that proposals received after the closing time and date will not be accepted.
- 1.14 The Commission reserves the right to not accept the lowest or any of the proposals submitted, to cancel the RFSO, and/or to reissue the RFSO in its original or revised form. The Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
- 1.15 Facsimile transmittal of proposals will not be accepted.
- 1.16 Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this RFSO. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission is subject to the provisions of the *Access to Information Act*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the ATI Act.
- 1.17 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario or Québec and such Federal laws applicable therein.
- 1.18 The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of proposals submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.19 This RFSO and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this RFSO and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.
- 1.20 The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any

action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to brought or prosecuted, by any person that was under the direction and control of the Contractor during the term of the resulting SOA and call-up purchase order(s) and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting SOA and call-up purchase order(s) and will remain in force for the duration of the copyright in the work created under the resulting SOA and call-up purchase order(s). This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Contractor's other obligations to indemnify and save harmless which are set out in the Commission's General/Supplementary Conditions.

## 2.0 REQUEST FOR STANDING OFFER AGREEMENT

### 2.1 INTRODUCTION

One method of supply used by the NCC to satisfy the requirements of identified internal users is to arrange a Standing Offer Agreement (SOA) to provide goods, services or both to the NCC during a specified period. The identified internal users to be served may then be a delegated purchasing authority and may access the source of supply directly, as and when requested, by issuing purchase orders detailing the exact quantities of goods or services they wish to order from the Offeror at a particular time during the effective period of the Offeror's offer and in accordance with the predetermined conditions. This method of supply is particularly useful in acquiring frequently ordered commercially and non commercially available goods or services when the total volume or value of goods or level of services that may be required by one or more identified users can be estimated beforehand, but it is not possible at the outset to identify the exact requirements for any given user at a specific time in the future.

The NCC foresees a potential need to retain the services of firms to provide **LARGE SCALE TREE REMOVAL SERVICES**, as more particularly stated herein and in the attached; you are hereby invited to provide to the NCC a Standing Offer. If you wish to submit an offer you are required to do so, on the enclosed forms and format. Please be advised that the quantity of goods and/or services and the estimated expenditure specified in the attached are only an approximation of requirements given in good faith. The making of a standing offer by the Offeror shall not constitute an agreement by the NCC to order any or all of the said goods and/or services. The NCC may make one or several purchase orders against a Standing Offer, each such purchase orders constituting an acceptance of said Standing Offer for the part of the said goods or services described in the purchase order. A request does not commit the NCC to authorize the utilization of a Standing Offer or to pay any cost incurred in the submission of offers, or cost incurred in making necessary studies for the preparation thereof, or to procure or contract for any goods or services. The NCC reserves the right to reject or authorize for utilization any offer in whole or in part, with or without further discussion or negotiation.

## 2.2 GENERAL PROVISIONS

The Offeror acknowledges that a Standing Offer is not a contract. The Offeror offers to sell or provide and deliver to the NCC, upon the terms and conditions hereinafter set out, the goods and/or services detailed herein and at the prices listed herein or on the pricing basis set out herein, AS AND WHEN REQUESTED by authorized NCC users such goods and/or services the authorized user orders, in accordance with the following provisions.

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 30 days from the closing date of this Request for Standing Offer (RFSO).

## 2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services of firms on an "as and when requested" basis under a Standing Offer Agreement.

## 2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreements will be for a period of two (2) years from the date of award. Unit rates quoted must remain the same for the two years

## 2.5 CALL-UP PURCHASE ORDER DOCUMENT:

The authorized "Purchase order Against a Standing Offer" document will be NCC Purchase Order # XXXXXX. The purchase order document shall specify the firm name and address, Purchase Order number, delivery date required, delivery location, description of goods or services performed quantities, unit prices, purchase order limit, and an approval signature to proceed by the authorized designated user.

## 2.6 CALL-UP PURCHASE ORDER LIMITATION:

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$150,000 CDN including all fees, disbursements, sub-contractor costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC reserves the right to request quotations from all firms who obtained SOA's and any firm that qualified technically under this Request for Proposal for any work that may be required, when the initial estimate of the work exceeds \$150,000 CDN all inclusive.

Work should not proceed until NCC's Contracts has issued a purchase order number specific to that call-up.

If no extra work is authorized by the NCC Project Manager, the written quotation shall constitute the maximum amount payable under the purchase order.

## 2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all resulting Standing Offer Agreements is \$ 360,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than \$ 396,000.00 including taxes.

The NCC reserves the right to terminate the SOA of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timeliness and/or respect the rates of the project, and of sub-contractors / specialists.

## 2.8 INVOICING:

Send the original and two (2) copies of the invoice directly to:  
National Capital Commission  
Accounts Payable  
202, 40 Elgin St., 3<sup>rd</sup> floor  
Ottawa, Ontario, K1P 1C7

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

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

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

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

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

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

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

## 2.9 NOTIFICATION OF WITHDRAWAL OF STANDING OFFER:

In the event the Offeror wishes to withdraw their offer, they will inform the NCC with a minimum of 30 days prior written notice. Any withdrawal of the offer will not affect any purchase orders made prior to the 30 days written notification.

**CATEGORIES 1 AND 2  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
PRICE FORMS, ETC.  
LARGE SCALE TREE REMOVAL SERVICES  
REQUEST FOR STANDING OFFER (RFSO)**

---

*Overview*

Invitation

The National Capital Commission (NCC) is calling for Proposals from Contractors to provide large scale tree removal services on an “as and when requested basis” on NCC managed lands in, Ottawa, Ontario and/or Gatineau, Québec.

A maximum of one (1) Standing Offer Agreement (SOA) per category may be awarded as a result of this request for standing offer. The resulting SOA will be for a period of two (2) years from the date of award. Rates quoted will remain fixed for the two (2) years.

1. Category 1: Services performed on the Ontario side of Canada’s Capital Region
2. Category 2: Services performed on the Quebec side of Canada’s Capital Region

The maximum all-inclusive amount payable for any one purchase order (call-up) shall be \$150,000.00 CDN including all fees, disbursements, sub-consultant costs and all applicable taxes. Change Orders may be processed against any call-up to a maximum of 20% of the initial total call-up amount.

The NCC guarantees a minimum call-up amount of \$10,000 including taxes for large scale tree removal services .

The estimated expenditure for the Standing Offer Agreements for both categories will be \$ 360,000.00 CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

Location

Various locations in the National Capital Region (Québec and Ontario), within approximately 20 kms of Parliament Hill, downtown Ottawa

**ABSTRACT**

The National Capital Commission (NCC) is the owner of an extensive urban forest located in the National Capital Region (NCR). The NCC would like to retain the services of qualified forestry contractors to provide large scale tree removal in the NCR region as per the attached specification. Contractors can specify if they work in Ontario, Quebec or both provinces.

The Supplier for whom a call-up purchase contract has been confirmed will be required to provide the Services in accordance with, the relevant specifications and pricing for the services confirmed in the call-up purchase contract and the terms and conditions of this RFSO document.



**CATEGORIES 1 AND 2  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
PRICE FORMS, ETC.  
LARGE SCALE TREE REMOVAL SERVICES  
REQUEST FOR STANDING OFFER (RFSO)**

---

*Terms of Reference*

**Requirements:**

The NCC will have an ongoing requirement for Service Providers to assist the NCC with the cutting down and removal of trees and shrubs throughout the NCR.

As part of this Request for Standing Offer, the NCC is specifically looking for interested companies who can perform the following task:

1. The cutting down, stumping/grubbing, and removal of a large amount of ash trees and invasive shrubs (mostly winter removals and spring grubbing).

The ash trees in the selected areas are heavily infested with the emerald ash borer and are either dead, or in advanced stages of decline. The intention of this program is to maintain the live non-ash species with exceptions made for recognized invasive species on site.

The Service Provider must adhere to the following conditions:

- a) The contractor shall be responsible for supplying all labour, equipment, materials, licences, and tools necessary to perform the work requested under this SOA.
- b) All personnel are expected to work in a professional manner. The NCC reserves the right of judgment to demand the removal of any personnel in violation of the above. The NCC may also demand the removal of any equipment which is faulty or substandard.
- c) The Service Provider must adhere to all the Rules and Regulations with respect to sound Traffic Management as specified by the NCC including but not limited to:
  - i) All contractor vehicles must clearly indicate the Service Provider's company name and telephone number.
  - ii) Service Provider's vehicles must not be parked at bus stops on the roadway.
  - iii) Service Provider's vehicles must not impede traffic flow at any time whatsoever and must provide trained and equipped flag-persons to merge the safe flow of traffic around their equipment when working on a roadside where necessary or as requested by the NCC's representative.
  - iv) All traffic control required due to work requirements is the responsibility of the contractor. Guidance shall be obtained from the "**Ontario Traffic Manual – Book 7 - Temporary Conditions**" as to the extent of control required.
- d) The successful bidder shall be aware that NCC dress regulations for this work do not allow athletic style T-shirts, halters or short pants while working. All employees of the contractor shall be dressed in a neat and presentable fashion and shall wear CSA approved footwear.

**CATEGORIES 1 AND 2**

**STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD, PRICE FORMS, ETC.**

**LARGE SCALE TREE REMOVAL SERVICES**

**REQUEST FOR STANDING OFFER (RFSO)**

---

Shirt to be worn buttoned at all times and be free of rips/tears. The contractor's personnel must adhere to these dress requirements.

- e) All damage caused by the Service Provider shall be repaired at his/her expense to the satisfaction of the NCC 's representative. Site problems and deficiencies shall be reported to the NCC representative immediately.
- f) No wood from this contract shall be given or made available to employees of the NCC , or members of the public. All wood must be disposed of at a designated facility.
- g) The contractor is responsible for all associated disposal fees or any required permits for transport to the approved facility.
- h) No Travelling time will be compensated for under this contract, including travelling time to the jobsite and at the end of each working day to and from the designated disposal facilities.
- i) All communication with the general public must be done through the NCC's representative at all times.
- j) The Service Provider must ensure that all work crews are equipped with a cellular telephone and access to voicemail at all times. It is mandatory that this communication link be maintained to the satisfaction of the NCC 's representative throughout the term of this contract. Personal phones owned by employees of the Service Provider will not be accepted.
- k) The successful contractor shall ensure he has been informed and is aware of the official NCC representative. Although authority and responsibility for the immediate area may rest elsewhere, the only contact for the successful contractor is the official NCC representative.
- l) Hours of Work:  
The working hours for the crew on this contract shall be between the hours of 7:00 A.M. to 5:00 P.M. daily, Monday to Friday. Any work to be conducted outside these times must be approved in advance by the NCC's representative.

**CATEGORIES 1 AND 2  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
PRICE FORMS, ETC.  
LARGE SCALE TREE REMOVAL SERVICES  
REQUEST FOR STANDING OFFER (RFSO)**

---

**Tree Removal Services (Large Scale)**

**The following is a description of the services needed – Large Scale Tree Removal Services:**

The NCC is looking for the removal of all identified trees and invasive shrubs from parks/woodlots with a high density of ash species using mostly, but not limited to, mechanical logging equipment (feller buncher, skidder, etc.). In some circumstances to avoid damage to public or private property and/or retained trees, manual removal (directional felling with a chainsaw or climbing) may be required. Depending on the management objectives, the site may be stumped and grubbed following tree removal. Tree removal operations will mostly take place during winter months to minimize damage to the forest floor. This component requires the service provider to be able to provide all services, equipment, and materials for:

- Reconnaissance of equipment access points and developing operational strategies prior to the commencement of the project at no cost to the NCC ; re-instating any infrastructure and/or vegetation that is removed in order to access the site
- Acquiring locates prior to any work that involves digging (including stumping and grubbing) into the ground
- Ensuring the site is secure throughout the course of operations- moving and maintaining signage, fencing or barricades that will advise and control access to the site to ensure public safety. The contractor will be responsible for supplying temporary closure fencing or barriers.
- Keeping sediment control measures in good condition during operations
- Cutting of orange marked trees (mostly ash but may include dead non-ash species) at a height of not more than 300 mm above ground
- Removal of trees using careful logging techniques that do not damage any retained vegetation or infrastructure within the park and protecting surrounding private property
- Mechanical cutting and disposal of invasive shrubs if the woodlot/park is to be grubbed
- Grubbing and/or grinding of stumps and roots to not less than 200 mm below the ground surface
- Removal of roots larger than 7.5 cm in diameter and matted roots.
- Removal of dangerous branches from any residual trees
- Retention of approximately 5% wood material within the removal areas as down woody debris (DWD); this should be in varying sizes and scattered throughout the site, away from walking trails

## CATEGORIES 1 AND 2

### STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD, PRICE FORMS, ETC.

#### LARGE SCALE TREE REMOVAL SERVICES

#### REQUEST FOR STANDING OFFER (RFSO)

---

- Chip and branch residue must be managed proactively throughout operations. If management objectives allow for chipped material to be left on site it will be spread evenly in designated areas- material not chipped will not exceed 5% DWD previously referenced. Alternatively if chipped material cannot be left on site all materials and residue from operations (wood, chip, branches) will be removed from site by end of operations
- Grubbing visible rock fragments and boulders, greater than 300 mm in greatest dimension, but less than .25 m<sup>2</sup>; relocating boulders if required
- Filling of depressions made by grubbing with on-site soil material and making new surface conform to existing adjacent surface of ground
- Leaving ground surface in condition suitable for future grading operation
- The transportation and disposal of ash logs, chips and grubbed material to an approved facility during regular business hours. Only chips created by the grinding of stumps/roots may stay on the site and shall be spread evenly along the site- no chip piles to be left. Stumps pulled entirely are considered grubbed material and must be deposited off site.
- After removal, the trees shall be left as whole logs (no processing other than de-limbing required) or shall be chipped at the discretion of the Contractor. Invasive shrubs may be left as whole shrubs or chipped at the discretion of the Contractor. All of the **ash logs**, **buckthorn shrubs** and **ash or buckthorn chips** (with the exception of the stump/root chips that may stay on site) will be disposed off-site at an approved facility. In order to ensure compliance with the Ministerial Order issued by the Canadian Food Inspection Agency restricting the movement of ash material, under no circumstances will any of the wood materials be brought to a site other than the designated facility

Any damage done by the contractor to infrastructure on the grounds or neighbouring property must be reported to the NCC project manager and be repaired at no cost to the NCC . Any unmarked tree (live non-ash species) removed, or damaged that is over 10cm diameter (at 1.4 m above the ground) without prior approval from the NCC 's Representative must be financially compensated for to the NCC (assessment to be completed by the NCC Forester or Certified Arborist) as per The Guide to Tree Appraisal 9<sup>th</sup> edition..

Standard tree protection measures for these trees shall still apply as per International Society of Arboriculture's Best Management Practises, which shall include but is not limited to:

- do not place any material or equipment within the \*CRZ of the tree;
- do not attach any signs, notices or posters to any tree;
- do not raise or lower the existing grade within the CRZ without approval;
- tunnel or bore when digging within the CRZ of a tree;
- do not damage the root system, trunk or branches of any tree;
- ensure that exhaust fumes from all equipment are NOT directed towards any tree's canopy.

**CATEGORIES 1 AND 2  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
PRICE FORMS, ETC.  
LARGE SCALE TREE REMOVAL SERVICES  
REQUEST FOR STANDING OFFER (RFSO)**

---

\*CRZ refers to the critical root zone which is an area around the tree with a radius 10 times the diameter of the tree

For public safety reasons, the parks will be closed to the public during all removals. Signs will be posted at the entrances to explain work is in progress. Signage supply and installation will be the responsibility of the NCC .

**CATEGORIES 1 AND 2  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
 PRICE FORMS, ETC.  
 LARGE SCALE TREE REMOVAL SERVICES  
 REQUEST FOR STANDING OFFER (RFSO)**

---

**Proposal Requirements**

Proposals must be computer generated and consist of one document and no larger than 15 double sided pages (excluding CV or equipment lists). Proposals will be evaluated solely on the contents of the material contained therein. As a green initiative, the NCC requests that the Contractor’s Proposals follow these green practices:

- use recycled paper products
- print double sided
- use a maximum font of 11
- no binders and/or plastics.

Proponents shall submit their technical proposal in four (4) copies and submit one (1) signed price appendix per category (category of services of your choice) in a separately sealed and clearly marked envelope. The contractor’s technical proposal must respond to the following Rated Requirements:

**Table 1 - Rated Requirements- Large Scale Tree Removal (100 points)**

1.1 (10 pts)	Company Profile The Offerer should provide a company profile which will provide a brief company history, and detail items such as their location(s), size of the company, number of employees, licensed/certified professionals on staff with a description of the licenses and certifications, number of trained certified/licensed staff available to operate machinery with a description of the certifications/licenses, etc.
1.2 (15 pts)	Relevant Experience The Offerer should include a brief profile of their relevant experience with respect to contracts currently being fulfilled or ones recently completed.
1.3 (10 pts)	Project Manager The Offerer should describe the qualifications and experience of the Project Manager or Team Lead who will be assigned these projects. Please provide an updated resume.
1.4 (5 pts)	Key Team Members The Offerer should describe the qualifications and experience of their key staff that would be involved on these projects. Please provide updated resumes.
1.5 (20 pts)	Methodology Please describe your methodology for performing large scale tree removal projects in forested urban areas.
1.6 (20 pts)	Equipment Please provide a <u>complete</u> list and description of available equipment that your company has to perform this work. Equipment descriptions should include information such as the make, model and year of the equipment.
1.7 (20 pts)	Proponent Project References: The Offerer should provide <u>two</u> (2) relevant References with details of the work performed to demonstrate that it has the experience required to perform the tree removal (large scale) described in this RFSO. The References may or may not be contacted. Each reference will

**CATEGORIES 1 AND 2  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
 PRICE FORMS, ETC.  
 LARGE SCALE TREE REMOVAL SERVICES  
 REQUEST FOR STANDING OFFER (RFSO)**

---

	<p>be evaluated and scored individually based on the detailed information of the work performed.</p> <p><u>Notes To Proponents:</u></p> <ol style="list-style-type: none"> <li>1. The references must be for services provided by the Offerer.</li> <li>2. References should similarly pertain to the general size and scope of the work requested under this Category of the Standing Offer. The Offerer should fully describe in detail the work that was performed.</li> </ol>
--	---

<b>EVALUATION CRITERIA</b>
Excellent. Exceeds all of our requirements (100% of the weighted factor).
A sound response. Fully meets our requirements (90% of the weighted factor).
Acceptable minimum level. Meets our basic requirements (80% of the weighted factor).
Falls short of meeting basic expectations (50% of the weighted factor).
It's a response but doesn't address our needs (20% of the weighted factor).
The response is completely unacceptable or the information is missing altogether (0% of the weighted factor).

**CATEGORIES 1 AND 2  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
 PRICE FORMS, ETC.  
 LARGE SCALE TREE REMOVAL SERVICES  
 REQUEST FOR STANDING OFFER (RFSO)**

---

**Evaluation and Basis of Award**

Proposals will be evaluated and scored for each category of services as identified by the Contractor on the Request for Proposal. The technical evaluation is based on a total of 100 points. The minimum required is 80 points. Proposals obtaining a total minimum score of 80 pts out of 100 pts of the technical component will be considered as technically admissible. A maximum of one (1) Standing Offer Agreement (SOA) per category may be awarded as a result of this request for standing offer. The firm who obtained the best value score\* in that category will be offered the SOA.

\*Best value score: Weighted factors will be used to evaluate the bidders’ unit rates per category. The following table indicates the weighted factors that will be applied to establish a successful bidder.

Category		Weighted factors per category
1	<u>Manual</u> Cutting, Removal and Disposal of Marked Trees	35%
1	<u>Mechanical</u> Cutting, Removal and Disposal of Marked Trees and Invasive Shrubs	50%
1	Grubbing and/or Grinding of Stumps and Roots	15%
	<b>SUM FOR CATEGORY 1</b>	<b>100%</b>
2	<u>Manual</u> Cutting, Removal and Disposal of Marked Trees	35%
2	<u>Mechanical</u> Cutting, Removal and Disposal of Marked Trees and Invasive Shrubs	50%
2	Grubbing and/or Grinding of Stumps and Roots	15%
	<b>SUM FOR CATEGORY 2</b>	<b>100%</b>

The following pro-rated formula is used to establish best value scores per weighted factor:

Best value score = lowest unit rate(s) submitted divided by your unit rate(s) times the weighted factor

For example: Category 1 – Manual Cutting, Removal and Disposal of Marked Trees

Your submitted rate is \$50/hr while the lowest rate submitted was \$40/hr.  
 Your best value score for that item would be:  
 $(\$40 / \$50 \times 35\%) = \underline{28\%}$

Repeat for the next 2 items within the category.

Successful bidder per category: Highest best value total out of 100



**CATEGORIES 1 AND 2  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
PRICE FORMS, ETC.  
LARGE SCALE TREE REMOVAL SERVICES  
REQUEST FOR STANDING OFFER (RFSO)**

---

**Conditions of SOA Award**

Contractors shall comply with all federal, provincial and municipal applicable laws and regulations. Contractors must also have obtained, at his costs, all the licences and permits required in respect of the execution of the work in the province of Quebec and/or Ontario.

The NCC reserves the right to reject any proposals if the contractor does not have all the necessary permits and licences for the execution of the work.

The successful Contractor shall provide the following prior to SOA award:

- a) Certificate of liability insurance for \$5,000,000.00 showing the NCC as additional named insured (insurance conditions).
- b) Current WSIB clearance certificate and/or CSST attestation
- c) Company Health and Safety Policy and a safety plan specific to the work to be performed under this Standing Offer Agreement.
- d) Health and Safety training records of personnel and alternates responsible for OH&S issues on site
- e) Company Security Representative who will act as liaison with the NCC Corporate Security to ensure coordination of the security screening process

**CATEGORIES 1 AND 2  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
 PRICE FORMS, ETC.  
 LARGE SCALE TREE REMOVAL SERVICES  
 REQUEST FOR STANDING OFFER (RFSO)**

---

**CATEGORY 1 PRICE APPENDIX  
 HOURLY RATES SCHEDULE  
 ONTARIO SIDE OF CANADA’S CAPITAL REGION  
 (in Canadian dollars)**

**(To be submitted in a separate sealed envelope)**

Contractors are not required to bid on both categories; they may bid on one or both. Each category has a mandatory of three (3) unit rates to complete below.

**Price Schedule for Large Scale Tree Removal – Ontario side**

<b>Item No.</b>	<b>Description of Service</b>	<b>Weighted factor</b>	<b>All Inclusive Hourly Rate (excl taxes)</b>
1	<u>Manual</u> Cutting, Removal and Disposal of Marked Trees	35%	\$
2	<u>Mechanical</u> Cutting, Removal and Disposal of Marked Trees and Invasive Shrubs	50%	\$
3	Grubbing and/or Grinding of Stumps and Roots	15%	\$

<p><b>All hardware shall be supplied by the Contractor at cost.          All taxes are extra to the unit prices quoted.</b></p>
---

**Company**

**Name:** \_\_\_\_\_

**Signature of authorized**

**person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CATEGORIES 1 AND 2  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD,  
 PRICE FORMS, ETC.  
 LARGE SCALE TREE REMOVAL SERVICES  
 REQUEST FOR STANDING OFFER (RFSO)**

---

**CATEGORY 2 PRICE APPENDIX  
 HOURLY RATES SCHEDULE  
 QUEBEC SIDE OF CANADA’S CAPITAL REGION  
 (in Canadian dollars)**

**(To be submitted in a separate sealed envelope)**

Contractors are not required to bid on both categories; they may bid on one or both. Each category has a mandatory of three (3) unit rates to complete below.

**Price Schedule for Large Scale Tree Removal – Quebec side**

<b>Item No.</b>	<b>Description of Service</b>	<b>Weighted factor</b>	<b>All Inclusive Hourly Rate (excl taxes)</b>
1	<u>Manual</u> Cutting, Removal and Disposal of Marked Trees	35%	\$
2	<u>Mechanical</u> Cutting, Removal and Disposal of Marked Trees and Invasive Shrubs	50%	\$
3	Grubbing and/or Grinding of Stumps and Roots	15%	\$

<p><b>All hardware shall be supplied by the Contractor at cost.          All taxes are extra to the unit prices quoted.</b></p>
---

**Company Name:** \_\_\_\_\_

**Signature of authorized person:** \_\_\_\_\_ **Date:** \_\_\_\_\_

---

## SECURITY REQUIREMENTS

---

### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

---

## SECURITY REQUIREMENTS

---

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

## GENERAL CONDITIONS

---

### 1. Definition of Terms

In the Contract,

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

### 2. Assignment and Subcontracting

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

### 3. Members of The House of Commons

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

### 4. Indemnification

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

### 5. Property of the National Capital Commission

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

---

## **GENERAL CONDITIONS**

---

### **6. Permits and By-Laws**

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

### **7. Canadian Labour and Materials**

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

### **8. Publicity**

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

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

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

### **10. Contractor's Superintendent and Workers**

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

---

## GENERAL CONDITIONS

---

### 11. Co-operation with other Contractors

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

### 12. Claims Against and Obligations of the Contractor or Subcontractor

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

### 13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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



---

## GENERAL CONDITIONS

---

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

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

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

### **15. Changes in soil conditions, National Capital Commission delays**

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

### **16. Protesting Project Manager/Officer's Decision**

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

### **17. Suspension or Termination of the Contract**

---

## GENERAL CONDITIONS

---

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.

### **20. Determination of Costs**

---

## GENERAL CONDITIONS

---

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

### **21. Records to be Kept by Contractor**

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

### **22. Extension of Time**

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

### **23. Cleaning of Work**

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

---

## GENERAL CONDITIONS

---

### 24. Project Manager/Officer's Certificates

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

### 25. Payment

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

---

## GENERAL CONDITIONS

---

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

### **26. Correction of defects**

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

---

## GENERAL CONDITIONS

---

**27. Liability Insurance**

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

**28. Workers Compensation**

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

## Occupational Health and Safety Requirements

### 1. General

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

- 1.8** The Contractor hereby indemnifies and agrees to hold harmless the NCC, its agents and employees, from and against any and all claims, demands, losses, costs (including legal fees on a full indemnity basis), damages, actions, suits or proceedings (hereinafter collectively referred to as “claims”) by third parties that arise out of or are attributable to the Contractor’s errors or omissions in the performance of the Contract. Without limiting the generality of the foregoing, this indemnification extends to any claims related to any violation of any statute or regulation relating to OHS matters.
- 1.9** The NCC shall provide the contractor:
- 1.9.1 a written description of every known and foreseeable health and safety hazard to which persons employed in the performance of the work may be exposed because of the nature of the site;
- 1.9.2 a list of any prescribed materials, equipment, devices and clothing necessary because of the nature of the site;
- 1.9.3 with written information indicating the prescribed circumstances and manner to use all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and,
- 1.9.4 with a copy of any NCC policies and procedures that may be applicable in relation to the work site.
- 1.10** Without limiting the generality of 1.9, prior to the commencement of the work by the contractor, the contractor shall, at the contractor’s expense:
- 1.10.1 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are informed of any health and safety hazard described pursuant to 1.9.1;
- 1.10.2 provide all persons employed in the performance of the work or granted access to the work or its site with prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2;
- 1.10.3 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing listed pursuant to 1.9.2; and
- 1.10.4 take all reasonable care to ensure that all persons employed in the performance of the work or granted access to the work or its site are familiar with policies and procedures referred to in 1.9.4.
- 2. Qualifications of Personnel**
- 2.1** By entering into this agreement the contractor represents and warrants the 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.

New supplier / Nouveau fournisseur  Update / Mise à jour

Supplier No. / N° du fournisseur

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

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

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN - mandatory for (1) & (2) / NAS - obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / N° de l'entreprise (NE)	
GST/HST / TPS et TVH		QST / TVQ (Québec)		
Number / Numéro : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		Not registered / non inscrit <input type="checkbox"/>		
Type of contract / Genre de contrat		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>		
Contract for services only / Contrat de services seulement <input type="checkbox"/>		Contract for mixed goods & services / Contrat de biens et services <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> or a letter from your bank (for verification purposes).</p>	<p>Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec <b>un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ »</b> ou une lettre de votre banque (à des fins de vérification).</p>
Mail or fax to: Procurement Assistant, Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou télécopier à : Assistant à l'approvisionnement Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

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

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

**Supplier Tax Information**

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

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

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

**Direct deposit payment information**

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

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

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

**The advantages of direct deposit payment**

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

Funds made by direct deposit payment will be available in your bank account within two (2) days after receiving the NCC payment advice notice.

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

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

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

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

**Renseignements sur le paiement par dépôt direct**

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

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

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

**Avantages du paiement par dépôt direct**

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

Les paiements effectués par dépôt direct seront disponible dans votre compte bancaire dans un délai de deux (2) jours après que la CCN envoie l'avis paiement.