

## 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:  December 8, 2015 at 3pm Ottawa time
RETURN TO: Submit your proposal, price envelope and this page signed and return to:	<div style="text-align: center;">➔</div> National Capital Commission Procurement Services 40 Elgin Street 3rd floor service centre Ottawa, Ontario K1P 1C7 Reference NCC tender file # AL1611

**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:	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> 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 & three (3) 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. Price schedule form of the category of your choice, 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 (Price schedule form of the category of your choice) 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. The NCC intends to award a minimum of one (1) and a maximum of two (2) Standing Offer Agreements per category of service. After SOA award, the firm who obtained the lowest best value rate\* in that category will be offered the first opportunity on each call-up. If he/she is unable to provide the service, the NCC will offer the opportunity to the firm who obtained the second best value score\* for that category.
- 1.8 The resulting SOA will be for a period of three (3) years from the date of award. Hourly rates quoted will remain fixed for all three (3) years.

REQUEST FOR A STANDING OFFER AGREEMENT (RFSO)  
CATEGORIES 1 THRU 8  
TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING  
NATIONAL CAPITAL COMMISSION (NCC) TENDER FILE # AL1611

- 1.9 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.
- 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 **TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING 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 three (3) years from the date of award. Unit rates quoted must remain the same for the three 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 the limits shown in the table below in \$ 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.

	Call up PO limit
Category 1	\$ 100,000
Category 2	\$ 100,000
Category 3	\$ 100,000
Category 4	\$ 50,000
Category 5	\$ 100,000
Category 6	\$ 100,000
Category 7	\$ 35,000
Category 8	\$ 35,000

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 the limits shown above . 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 per category are as per the limits shown in the table below in \$ CDN including taxes. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure per category by 10% but in no circumstance will the total estimated expenditure for all SOAs be more than the limits below + 10% including taxes.

	Total initial estimated expenditure per category for 3 years
Category 1	\$ 252,000
Category 2	\$ 168,000
Category 3	\$ 108,000
Category 4	\$ 72,000
Category 5	\$ 192,000
Category 6	\$ 128,000
Category 7	\$ 40,000
Category 8	\$ 40,000

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 THRU 8  
TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING  
REQUEST FOR STANDING OFFER (RFSO)  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD, PRICE  
FORMS, ETC.**

**Invitation**

The National Capital Commission (NCC) is calling for Proposals from Contractors to provide tree pruning, tree removal and/or the installation of tree support systems services on an “as and when requested basis” in its urban lands, Ottawa, Ontario and Gatineau, Québec. Bidders may bid on one or many of the 8 categories – refer to table 1.

A maximum of two (2) Standing Offer Agreements (SOA) per category may be awarded as a result of this request for standing offer. The resulting SOA will be for a period of three (3) years from the date of award. Hourly rates quoted will remain fixed for all three (3) years.

**Location**

Various locations in the National Capital Region (Québec and Ontario), within approximately 50 kms of Parliament Hill, downtown Ottawa

**Introduction**

The NCC is the owner of an extensive urban forest located in the National Capital Region (NCR). The focus of this SOA request is on tree pruning. The inclusion of removals within the scope of work is strictly to cover a situation where treatment options have been limited and removal must be undertaken. This may arise due to evidence gathered through canopy inspection, damage as a result of a pruning or cabling treatment, or a change in site conditions.

The Contractor’s key personnel and their back-ups must be two different persons and are to be named in the Proposal, and members of the Contractor’s team must remain in their designated roles for the duration of the SOA. Both the NCC Project Manager and the NCC Contracting Authority must be promptly informed if any of the personnel named in the Proposal submission have left the Contractor’s employment. In this regard, the Contractor shall submit a resume of all proposed replacement personnel to the NCC Project Manager and the NCC Contracting Authority. If the Contractor assigns replacement personnel who are considered in any respect unsatisfactory they shall be removed and replaced by the Contractor upon five (5) days notice of dissatisfaction from the NCC Project Manager and the Contracting Authority. Failure to honour this requirement may result in termination of the call-up purchase order and termination of the Standing Offer Agreement.

**CATEGORIES 1 THRU 8  
TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING  
REQUEST FOR STANDING OFFER (RFSO)  
STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD, PRICE  
FORMS, ETC.**

**Table 1**

	<b>Total initial estimated expenditure per category for 3 years (see note 1)</b>	<b>Category requirements</b>	<b>Work location(s) of the category</b>	<b>Call up PO limit (see note 2)</b>
Category 1	\$ 252,000	<p>Three (3) person crew fully equipped comprised of:</p> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC land areas located on the Ontario side of Canada’s Capital Region	\$ 100,000
Category 2	\$ 168,000	<p>Three (3) person crew fully equipped comprised of:</p> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1 )truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC land areas located on the Ontario side of Canada’s Capital Region	\$ 100,000
Category 3	\$ 108,000	<p>Three (3) person crew fully equipped comprised of:</p> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC land areas located on the Quebec side of Canada’s Capital Region	\$ 100,000
Category 4	\$ 72,000	<p>Three (3) person crew fully equipped comprised of:</p> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1 )truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC land areas located on the Quebec side of Canada’s Capital Region	\$ 50,000

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Category 5	\$ 192,000	Three (3) person crew fully equipped comprised of: <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC Heritage Landscapes and Properties located on the Ontario side of Canada’s Capital Region	\$ 100,000
Category 6	\$ 128,000	Three (3) person crew fully equipped comprised of: <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC Heritage Landscapes and Properties located on the Ontario side of Canada’s Capital Region	\$ 100,000
Category 7	\$ 40,000	Three (3) person crew fully equipped comprised of: <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC Heritage Landscapes and Properties located on the Quebec side of Canada’s Capital Region	\$ 35,000
Category 8	\$ 40,000	Three (3) person crew fully equipped comprised of: <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340 deg. rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	Various NCC Heritage Landscapes and Properties located on the Quebec side of Canada’s Capital Region	\$ 35,000

**Table 1 Notes**

- 1. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure per category but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.**
- 2. The maximum all-inclusive amount payable for any one purchase order (call-up) shall be as per the table above in Cdn \$ and 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.**

## 1. Technical Specifications

### 1.1. Description of Work

The arboriculture work related to the SOA includes all pruning and support system installation for young and mature trees. The treatment shall be in accordance with these specifications and current International Society of Arboriculture best management practices (BMPs) or an agreed upon equivalent.

### 1.2. Special Instructions

- a) All bidders are to be aware that Elm wood removed as part of this work shall be done separately from other wood. Elm wood shall be destroyed, buried or burnt as soon as possible after removal. **Elm wood shall not be made available for firewood.** All of the above are at the contractor's expense.
- b) The contractor will be expected to comply with all other regulations set forth by the Canadian Food Inspection Agency (CFIA) regarding the management of other controlled materials such as Ash (*Fraxinus* spp.).
- c) The contractor must arrive on site each day without any branches or wood chips in the truck.
- d) A prework inspection will be undertaken on each tree and site prior to commencement of work to identify any hazards, egress routes, and to ensure correctly located warning signage and any required traffic control is in place.

As a part of this inspection the canopy and cavities of the tree will be evaluated for any active bird nesting or wildlife activities. If an active migratory bird nest or species at risk is identified as part of the inspection the NCC representative will be contacted and work will be terminated at that time until a mitigation strategy is established.

## 2. Technical Specifications for Tree Pruning and Removal

### 2.1. General Technical Guidelines

Standards of care for pruning will be guided by industry best practises and based on guidance and standards set forth by the International Society of Arboriculture. As a guideline for the standard of care please refer to Best Management Practices: Tree Pruning (ISA literature).

Each tree and situation will vary in its treatment. Pruning will address, but not be limited to issues such as:

- Clearance pruning, from pathways, assets, overhead utilities;
- Maintenance pruning/ crown cleaning- which may involve removing structural issues, deadwood, diseased branches;
- Sanitation pruning which would involve the removal of diseased or dead branch material;
- Storm damage or improving resistance to storm damage;
- Aesthetical pruning which may involve thinning, structural pruning or balancing of trees crown for aesthetical value;
- Vista pruning; and
- Risk/ hazard mitigation including whole tree removal.
- Specialist tree pruning / removal with climber rigger and /or with cranes and /or aerial lifting devices

There also may be a requirement for root pruning; again this will be guided by ISA Standards. This may be required in situations where trees are affected by construction damage to the roots or rooting zone. As a guideline for the standard of care please refer to Best Management Practices: Trees in Construction Zones (ISA literature).

### 2.2. Clean-up

- a) Upon completion of work, all, wood, brush, tools, equipment and vehicles will be removed from the site by the contractor at his own expense. The disposal fees are the responsibility of the contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left “broom clean”. Similarly, all maintained lawn and garden surfaces will be fan-raked.
- c) Any damages caused to any other part of the tree or the immediate surroundings by the said work will be repaired or corrected upon completion of the work.

- d) Any “hangers” or branch stubs are to be removed from the site.

### 3. Technical Specifications for Installation of Cables, Braces and Props

#### 3.1. Flexible Bracing

**a) Use of Flexible Bracing**

Flexible bracing or cabling shall be employed to help mitigate risk, strengthen, support, or preserve a tree’s canopy, any of its stems, specific limbs, or general structure. These activities will occur as directed or approved by the NCC representative.

**b) Material**

The requirements for each tree will be discussed in a site visit prior to any work. The type of system, static vs. dynamic, will be agreed upon as will any other installation decisions. This will include, but may not be limited to wire gauge/thimble size, size of threaded rod/ nut eye bolt/ j lag, splicing of cable or the use of cable clips, the portion of the tree’s canopy to be supported and the most effective location for the installation. As a guideline for the standard of care please refer to Best Management Practices: Tree Support Systems (ISA literature).

**c) Installation of Flexible Bracing**

All cable/bracing installation will follow best practices set forth by the ISA.

#### 3.2. Rigid Bracing/Propping

**a) Use of Rigid Bracing**

Rigid Bracing shall be employed to help mitigate risk, strengthen, support, or preserve the tree’s trunk, a tree’s canopy, any of its stems, specific limbs, or general structure. These activities will occur as directed or approved by the NCC representative.

**b) Materials**

The requirements for each tree will be discussed in a site visit prior to any work. The type of installation will be agreed upon as will any other installation decisions. This will include, but may not be limited to, size of threaded rod, the portion of the tree’s stem to be supported and the most effective location for the installation. As a guideline for the standard of care please refer to Best Management Practices: Tree Support Systems (ISA literature).

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FORMS, ETC.**

**3.3. Clean-up**

- a) Upon completion of work, all wire, cable and other hardware, tools and vehicles will be removed from the site by the contractor at his own expense. The disposal fees are the responsibility of the contractor.
- b) Upon the close of each day and at the completion of the work, all walkways and paved surfaces will be left “broom clean”. Similarly, all maintained lawn and garden surfaces will be fan-raked
- c) Any damages caused to any other part of the tree or the immediate surroundings by said work will be repaired or corrected upon completion of the work.
- d) Any “hangers” or branch stubs are to be removed from the site.

**3.4. Guarantee**

- a) All cable bracing will be guaranteed for a period of one year following the date of acceptance by the NCC representative.
- b) Any installation which ceases to provide the intended support to the limbs and crotches, or to perform the intended function during the guarantee period due to faulty or sub-standard material or poor workmanship will be replaced at the contractor’s expense

**4. Contractor’s Responsibilities**

**4.1. Work Included**

The Contractor shall be responsible for supplying all labour, equipment, materials, licences, disposal fees and tools necessary to perform the work requested under this SOA, and for the removal of all debris and wood from site to a depot in the National Capital Region or where otherwise directed by the NCC representative.

The Contractor is to follow and respect all federal, provincial and municipal regulations and by-law regulations in the performance of this contract.

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4.2. Communication - NCC Representative

The successful contractor shall ensure he has been informed and is aware of the official NCC representative for the area described herein. Although authority and responsibility for the immediate area may rest elsewhere, the only contact for the successful contractor is the official NCC representative. The contractor will be notified if the official NCC representative changes. Site problems and deficiencies shall be reported to the NCC representative immediately.

4.3. Communication - Contractor

The successful Contractor shall arrange with the NCC representative in conjunction with the NCC Contracting Officer, a communication link. The communication link must be established for urgent situations which may arise during operations. Furthermore, the contractor shall identify the level of authority of his personnel. The site crew shall have a communication device in order to permit the NCC representative to communicate with them at all time during the working hours and during emergency operation.

**5. Provision of Arboriculture Service – All Inclusive Hourly Rate**

5.1. Emergency Services

- a) For the purpose of this specification, emergency and special tree services, shall be required to correct dangerous tree conditions to ensure the safety of the public, property and traffic. This service shall be available during NCC off hours, holidays, weekends, and during normal working hours when the contractor is not employed on NCC work and shall include a twenty-four (24) hour response time from initial contact with the NCC representative to the time of arrival at the work site. All equipment listed must be available.
- b) All work under this clause shall be initiated on a “Call-Up” basis and shall be authorized by the NCC representative in each case. The rate for this service shall be indicated in Appendix “A”. Each original response for this service shall be compensated at a minimum call-up of three (3) hours from the time of arrival at the work site.
- c) Short notice relocation of work crews during normal working hours shall be considered as normal requirements and not part of emergency and special tree services.

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5.2. Equipment and Tool Inventory

All equipment and tools necessary to perform the work shall be supplied by the contractor. This would include but not be limited to:

- Saws- pole saws/ bypass cutter (with extensions), chainsaws (size appropriate given material size), hand saws, also cleaning solutions for tools for disease management; see section 5.5 c).
- Climbing equipment- all ropes, friction devices, climbing saddles, ladders, etc.
- Rigging Equipment- ropes, port a wrap (or other lowering device), blocks, pulleys, slings, etc.
- Cable installation equipment- come-along, drill with appropriate bit size and extension, etc.
- Traffic control equipment- pylons/ cones, portable signage for roadway/ sidewalk approach, etc.

5.3. Vehicles and Equipment

All vehicles and equipment used by the successful bidder(s) shall be kept in a clean and presentable condition, and shall meet the provincial (Québec and Ontario) safety standards and licensing requirements.

Parking vehicles on turf areas shall not be permitted; driving on turf areas shall be kept to an absolute minimum. Fuelling to be done off site before working hours and/or after working hours. All repairs are to be done off site. All fluid leaking/dripping from equipment is not permitted and vehicles and equipment will be removed from the site immediately. All small equipment such as chainsaw, pole saw, and hand saw will be sharpened off site prior to the hours of work.

All vehicles used by the successful bidder shall display the company name prominently and have a flashing roof light.

5.4. Personnel and Administration

Note there are personnel qualifications in this section. Your proposal must respond to these qualifications.

**a) Qualifications**

The minimum standards in regard to personnel qualifications that are acceptable to the NCC for work on these SOA services are:

- I. Class A Tree Climber - **Minimum** six (6) years' experience in climbing, pruning, rigging operation, large tree removals and

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experience installing cable and brace systems. Further a minimum of one of the below qualifications:

- International Society of Arboriculture (ISA) Certified Arborist, a certificate number must be provided.
- Diplôme d'études professionnel (DEP)" in arboriculture and pruning issued by the Ministry of Education in Quebec from one of three known professional training centers (Centre de formation horticole de Laval, Centre de formation professionnelle Fierbourg and Centre professionnel des Moissons) will be accepted as an equivalent. Proof of certification must come in the form of a copy of the certificate or a certificate number that can be confirmed at the institution of study.
- Certification for Utility Arborist 444B or Arborist 444A under the Ministry of Training, Colleges and Universities (Ontario). Proof of certification must come in the form of a copy of the certificate or a certificate number that can be confirmed at the institution of study.
- Applicable provincial certification to work around utilities while not mandatory will be considered an asset.

II. Class B Tree Climber - Minimum three (3) years' experience in climbing, pruning, rigging, tree removals and experience installing cable and brace systems. Further a minimum of one of the below qualifications:

- International Society of Arboriculture (ISA) Certified Arborist, a certificate number must be provided.
- Diplôme d'études professionnel (DEP)" in arboriculture and pruning issued by the Ministry of Education in Quebec from one of three known professional training centers (Centre de formation horticole de Laval, Centre de formation professionnelle Fierbourg and Centre professionnel des Moissons) will be accepted as an equivalent. Proof of certification must come in the form of a copy of the certificate or a certificate number that can be confirmed at the institution of study.
- Certification for Utility Arborist 444B or Arborist 444A under the Ministry of Training, Colleges and Universities (Ontario). Proof of

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certification must come in the form of a copy of the certificate or a certificate number that can be confirmed at the institution of study.

- The NCC will also consider as equivalent a combination of work experience and training related to chainsaw use, climbing and rigging. All training certificates and detail of experience must be provided.

**III. Ground person - Minimum certified chainsaw operator**

**b) Quality of Work**

The work shall be carried out in a professional manner, by trained and experienced employees adhering to the International Society of Arboriculture and Tree Care Industry Association Best practice Pruning standards 2nd edition as specified by the NCC representative. A list of employees shall be provided with the proposal indicating maintenance experience. Amendments to, and updating of this list shall be submitted to the NCC representative for approval. Any employee not on the list and reporting to work may, at the discretion of the NCC representative, not be accepted and asked to leave. The standing offer agreement may also be terminated without notice for such a reason.

**c) Hours of Work**

Work may take place from 7 am to 5 pm daily Monday to Friday excluding Statutory Holidays and in accordance with the municipalities' by-laws. The working hours shall be calculated when the crew commences work on the work site until work ceases at the site, excluding lunch hour which will not be compensated. (Travel time of work shall not be compensated.)

Should the work load dictate a change in site location during working hours, a reasonable amount of time, judged by the NCC representative will be allowed to re-locate to the new site and travel time will then be compensated.

Should operational requirements dictate, the commencing and finishing hours may be modified or extended by the NCC representatives on a one day (24 hours) notice.

**d) Quantity of Work**

The quantity of work to be scheduled for a specified time frame will be determined by the NCC. The number of crews will be increased or decreased according to NCC needs and workload. The increase-decrease of the number of crews indicated shall be actioned no later than three calendar days after notification. During rainy or other unfavourable weather conditions or situations, the crew will be paid for a minimum of three hours, provided they are on the location or site as standby. The NCC representative will notify the Contractor in advance, under unfavourable

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weather conditions, to cancel work. In this situation no minimum hours will be paid.

**e) Change of Crew Size**

No crew size shall be smaller than the Crews, identified in Appendix "A". Partial crews will not be accepted.

**f) Transportation**

The contractor shall provide all necessary transportation for his personnel, tools and materials to and from the work site. No personal vehicles will be tolerated on the work site.

**g) Dress**

**i. Summer Operations**

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. Shirt to be worn buttoned at all times and be free of rips/tears. The contractor shall meet these regulations.

**ii. Winter Operations**

All employees of the successful bidder shall be dressed in a neat and presentable fashion and wear CSA approved footwear.

**5.5. General**

**a) General Description of Work**

The work herein described is to be performed by professional tree workers who through related training and on-the-job experience are familiar with the techniques and hazards of the work including trimming, maintenance repairs and removal. Familiarity with equipment required to perform this work is essential.

**b) Use of Climbing Spurs**

Unless otherwise instructed, climbing spurs or irons are not approved for use on live trees during pruning or cabling operations. These can only be used on dead trees or for tree removal.

**c) Disinfection**

This section, while it can be applied in numerous situations, is specifically addressing work done within the context of our Dutch Elm Disease Program. Disinfection to take place after each cut on diseased trees as per the direction of the NCC representative. If/when the contractor identifies a tree as diseased; he must notify the NCC representative immediately. Tools are to be disinfected with methyl

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alcohol at 70% (denatured wood alcohol diluted appropriately with water) or chlorox solution prior to commencing work on each tree.

**d) Damages**

Damages as a result of the work of this contract, to plant material, surfaces, structures or items, must be replaced or repaired to the satisfaction of the NCC or other owners of the affected property within 10 days of the damage being brought to the attention of the contractor, or within a period of time satisfactory to the Commission. All damages shall be reported immediately to the NCC representative.

**e) Traffic Control**

All traffic control on NCC and other municipal roadways shall be the responsibility of the contractor. Guidance shall be obtained from RCMP or other local policing agencies as to the extent of control required. The NCC field manual of traffic control shall also be used. All signs used for traffic control shall be bilingual.

Safety vests shall be worn when possible conflict between vehicles, employees and the general public exists.

**f) Utilities**

The successful contractors may be requested to perform pruning near and/or above utilities lines such as but not restricted to Hydro, Cable, etc.

**g) Canadian Food Inspection Agency (CFIA)**

The contractor will be expected to comply with all regulations set forth by the Canadian Food Inspection Agency regarding the management of controlled materials presently Ash (*fraxinus* spp.) falls into this categorization. The contractor is responsible for the payment of any associated fees for disposal of trimmings, branches, brush chips and bark, and wood material. In regard to the present CFIA regulations for Ash, the NCC will be attempting, wherever possible, to keep chipped material and some wood on site. This may require shifting the chipper chute to ensure no chip piles are created, chipping into the truck box and dumping at another location (all efforts will be made to find sites close to work site), and spreading the chip or wood that will be left around said site.

**h) Occupational Health & Safety Requirements. Refer to separate appendix**

**i) Environment Canada**

The contractor shall be aware and comply with regulations set out as part of Environment Canada's Migratory Birds Convention Act, 1994, the Migratory Birds Regulations and the Species at Risk Act.. Section 2.2b outlines several mitigation

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measures that must be followed to ensure best practises are met in relation to these regulations.

**5.6 NCC Historical Properties –Additional requirements**

**a) Security Clearance**

**Personnel must be cleared to “Site Access” before access to the grounds is permitted.**

**b) Emergency service**

When responding to a request for emergency services at the any of the NCC Historical Propertys (OR), the on-site response time shall be no more than **four (4) hours** after receiving the request from the NCC. Work performed at an NCC Historical Property as the result of a call for emergency services shall be subject to the hourly premium submitted by the Contractor ( Line\_1\_ of Appendix B\_\_\_)

**c) Site preparation**

If requested by NCC representative in sensitive landscape areas, site protection will be required of equipment and vehicles to access on to lawn or hard surfaces. The protection would be in the form of plywood boards, track mats or other acceptable material to the NCC representative.

**d) Clean up**

In addition to 3.3 any branch stubs, twigs, foliage, and saw dust, must be swept up and disposed of. Leaf blowers /vacuums can be used for clean up, but not in all OR situations; as there are sensitive areas where leaf blowers cannot be used. NCC OR representative will clarify the level of clean up prior the work commencing.

**e) Dress:** In addition, the company name shall be prominently displayed on clothing of all employees. All uniforms shall be the same colour. Access will be denied to any non-uniformed personnel employed by the contractor except in an emergency call-back situation.

## 6. Proposal Requirements

- 6.1. Proposals must be computer generated and consist of one document and no larger than 15 double sided pages (excluding CVs 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.
  
- 6.2. 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 include the following:
  - 6.2.1. Company Experience
    - Provide a brief bio of your company and its experience as it relates to this proposal for tree pruning and cable installation.
  
  - 6.2.2. References
    - Provide two (2) references for pruning and two (2) references for cabling from similar projects undertaken (name, title, organization, email address and telephone number).
  
  - 6.2.3. Equipment
    - Provide a summary of equipment available for pruning, rigging, and cable installation.
    - Provide a list of equipment that will be the primary units available for this SOA outlining the size, capacity and box style of your chip truck, chipper capacity (diameter of wood), and bucket truck (aerial lift) specs (if applicable).and appropriate safety certification of all equipment required by Ontario and/or Quebec

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6.2.4. Personnel Assigned

- All tree workers must comply with section 5.4.a related to credentials and experience.
- Provide the names of crew members assigned to this SOA their training credentials and accompanying certification, experience and resumes, and identify the appointed working foreman. Note: If more than one crew, provide the same for the additional crew.
- Please include the table below filled in for your designated Class ‘A’ Climber. Those who cannot provide valid certification numbers or copies of certificates will not be evaluated.

<b>Name-</b>	
<b>Qualification</b>	<b>Class A Climber- 1 qualification below is MANDATORY</b>
<b>ISA # and copy of certificate</b>	
<b>DEP# and copy of certificate</b>	
<b>MTCU 444A or 444b # and a copy of certificate</b>	

Each crew for tree pruning and/or removal shall consist of:

- One (1) Class “A” Climber
- One (1) Class “B” Climber
- One (1) Ground Person

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**Table 1 - Rated Requirements**

<b>RATED REQUIREMENTS</b>	<b>POINTS ALLOTTED</b>
Company Experience (6.2.1)	15
References (6.2.2)	25
Equipment (6.2.3)	10
Technical expertise and team organization(6.2.4)	50
<b>Total points for technical proposal</b>	<b>100</b>

Note: For references, the NCC reserves the right to also self-reference based on past projects that the contractor has completed for the NCC (if applicable).

**Table 2 – Evaluation Criteria**

<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).

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**7. 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.

More than one (1) Standing Offer Agreement may be awarded as a result of this request for standing offer agreement. The NCC intends to award a minimum of one (1) and a maximum of two (2) Standing Offer Agreements per category of service. After SOA award, the firm who obtained the lowest best value rate\* in that category will be offered the first opportunity on each call-up. If he/she is unable to provide the service, the NCC will offer the opportunity to the firm who obtained the second best value score\* for that category.

\*Best value rate: 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 call-up order per category among the contractors for subsequent call-up purchase orders.

Example:

Rate for crew 1 standard service is \$ 50.  $\$ 50 \times 0.9 = \$ 45$

Rate for crew 1 emergency services is \$ 90.  $\$ 90 \times 0.1 = \$ 9$

Best value rate of \$ 54

1<sup>st</sup> call up opportunity per category: Lowest best value rate

2<sup>nd</sup> call up opportunity per category: Second lowest best value rate

Category		Weighted factors per rate
1	Hourly Rate Crew 1 — Standard Service	90%
1	Hourly Rate Crew 1 — Emergency Service	10%
	<b>SUM FOR CATEGORY 1</b>	<b>100%</b>
2	Hourly Rate Crew 2 — Standard Service	90%
2	Hourly Rate Crew 2 — Emergency Service	10%
	<b>SUM FOR CATEGORY 2</b>	<b>100%</b>
3	Hourly Rate Crew 1 — Standard Service	90%
3	Hourly Rate Crew 1 — Emergency Service	10%
	<b>SUM FOR CATEGORY 3</b>	<b>100%</b>
4	Hourly Rate Crew 2 — Standard Service	90%
4	Hourly Rate Crew 2 — Emergency Service	10%
	<b>SUM FOR CATEGORY 4</b>	<b>100%</b>
5	Hourly Rate Crew 1 — Standard Service	90%
5	Hourly Rate Crew 1 — Emergency Service	10%

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	<b>SUM FOR CATEGORY 5</b>	<b>100%</b>
6	Hourly Rate Crew 2 — Standard Service	90%
6	Hourly Rate Crew 2 — Emergency Service	10%
	<b>SUM FOR CATEGORY 6</b>	<b>100%</b>
7	Hourly Rate Crew 1 — Standard Service	90%
7	Hourly Rate Crew 1 — Emergency Service	10%
	<b>SUM FOR CATEGORY 7</b>	<b>100%</b>
8	Hourly Rate Crew 2 — Standard Service	90%
8	Hourly Rate Crew 2 — Emergency Service	10%
	<b>SUM FOR CATEGORY 8</b>	<b>100%</b>

**8. Other conditions of SOA award**

8.1. 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 provinces of Quebec and 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.

- 8.2. 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

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**CATEGORY 1 OR CATEGORY 2 PRICE APPENDIX  
 HOURLY RATES SCHEDULE (in Canadian dollars)  
 VARIOUS NCC LANDS IN THE ONTARIO SIDE OF THE CANADA’S CAPITAL  
 REGION**

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

Contractors are not required to bid on all 8 categories. They may bid on one or any of the eight (8) categories. Each category has a mandatory of two (2) hourly rates to complete below; hourly rate for standard service, and, hourly rate for emergency service.

Categories	Tree Pruning, Tree Removal and/or Installation of Cables and Bracing	Hourly Rate for Standard Service (excluding taxes)	Hourly Rate for Emergency Service (excluding taxes)
<b>Category 1 ONTARIO</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr
<b>Category 2 ONTARIO</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr

**All hardware shall be supplied by the Contractor at cost.  
 All taxes are extra to the unit prices quoted.**

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

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

**CATEGORIES 1 THRU 8  
 TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING  
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**CATEGORY 3 OR CATEGORY 4 PRICE APPENDIX  
 HOURLY RATES SCHEDULE (in Canadian dollars)  
 VARIOUS NCC LANDS IN THE QUEBEC SIDE OF THE CANADA’S CAPITAL  
 REGION**

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

Contractors are not required to bid on all 8 categories. They may bid on one or any of the eight (8) categories. Each category has a mandatory of two (2) hourly rates to complete below; hourly rate for standard service, and, hourly rate for emergency service.

Categories	Tree Pruning, Tree Removal and/or Installation of Cables and Bracing	Hourly Rate for Standard Service (excluding taxes)	Hourly Rate for Emergency Service (excluding taxes)
Category 3 QUEBEC	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr
Category 4 QUEBEC	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr

**All hardware shall be supplied by the Contractor at cost.  
 All taxes are extra to the unit prices quoted.**

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

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

**CATEGORIES 1 THRU 8  
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**CATEGORY 5 OR CATEGORY 6 PRICE APPENDIX  
 HOURLY RATES SCHEDULE (in Canadian dollars)**

**Various NCC Heritage Landscapes and Properties located on the Ontario side of Canada’s  
 Capital Region**

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

Contractors are not required to bid on all 8 categories. They may bid on one or any of the eight (8) categories. Each category has a mandatory of two (2) hourly rates to complete below; hourly rate for standard service, and, hourly rate for emergency service.

Categories	Tree Pruning, Tree Removal and/or Installation of Cables and Bracing	Hourly Rate for Standard Service (excluding taxes)	Hourly Rate for Emergency Service (excluding taxes)
<b>Category 5 ONTARIO</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr
<b>Category 6 ONTARIO</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class “A” Climber</li> <li>• One (1) Class “B” Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr

**All hardware shall be supplied by the Contractor at cost.  
 All taxes are extra to the unit prices quoted.**

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

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

**CATEGORIES 1 THRU 8  
 TREE PRUNING, TREE REMOVAL AND/OR TREE CABLING  
 REQUEST FOR STANDING OFFER (RFSO)  
 STATEMENT OF WORK, RATED REQUIREMENTS, EVALUATION CRITERIA, BASIS OF AWARD, PRICE  
 FORMS, ETC.**

**CATEGORY 7 OR CATEGORY 8 PRICE APPENDIX  
 HOURLY RATES SCHEDULE (in Canadian dollars)**

**Various NCC Heritage Landscapes and Properties located on the Quebec side of Canada's  
 Capital Region**

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

Contractors are not required to bid on all 8 categories. They may bid on one or any of the eight (8) categories. Each category has a mandatory of two (2) hourly rates to complete below; hourly rate for standard service, and, hourly rate for emergency service.

Categories	Tree Pruning, Tree Removal and/or Installation of Cables and Bracing	Hourly Rate for Standard Service (excluding taxes)	Hourly Rate for Emergency Service (excluding taxes)
<b>Category 7 QUEBEC</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class "A" Climber</li> <li>• One (1) Class "B" Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) chip truck 1 ¾ tonne or better with enclosed box (commercial 2.4 m (8 feet) box).</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr
<b>Category 8 QUEBEC</b>	<b>Three (3) person crew fully equipped comprised of:</b> <ul style="list-style-type: none"> <li>• One (1) Class "A" Climber</li> <li>• One (1) Class "B" Climber</li> <li>• One (1) Ground Person</li> <li>• One (1) truck with aerial device (minimum 17 m reach and 340° rotation) and enclosed box (at least 10 m3 capacity) and</li> <li>• One (1) wood chipper with a minimum capacity of branches with diameter of 15 cm</li> </ul>	\$ _____/hr	\$ _____/hr

**All hardware shall be supplied by the Contractor at cost.  
 All taxes are extra to the unit prices quoted.**

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

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

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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-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;

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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](#)

## 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.

## 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.

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

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## GENERAL CONDITIONS

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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**

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## GENERAL CONDITIONS

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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.

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.