

**REQUEST FOR STANDING OFFER  
 AGREEMENT (RFSO)**

**Brush Clearing Services**

NCC FILE NO. **LW110**

**REQUEST FOR A STANDING OFFER (RFSO)**

<b>ADDRESS ENQUIRIES TO:</b>  Lana Wilson  E-mail: <a href="mailto:Lana.Wilson@ncc-ccn.ca">Lana.Wilson@ncc-ccn.ca</a>	<b>INVITATION DATE :</b>  February 28, 2019
	<b>BID CLOSING :</b>  <b>April 9, 2019 at 3:00 p.m.</b> Ottawa time
<b>RETURN TO :</b> → Please submit your bid, signed unit price table(s) and signed 1 <sup>st</sup> page and return to:	National Capital Commission 2nd Floor Security Centre 40 Elgin Street Ottawa, ON K1P 1C7 <b>Submission to refer to NCC tender file #LW110</b>

**This page to be dated, signed and returned with your submission, thereby acknowledging having read, understood and accepted the Request for Standing Offer which includes the Terms of Reference, the General & Supplementary Conditions and any/all other attachments referred to the NCC Tender Package.**

**We hereby OFFER to sell and/or supply to the National Capital Commission upon the Terms and Conditions set out in the NCC Tender Package, the supplies and/or services listed above and on any attached sheets at the submitted price(s).**

Contractor's Name and Address :     Tel:  E-mail:	Print Name :    Signature :  Date :
<b>ADDENDUM ACKNOWLEDGEMENT:</b> I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price.	<hr/> Bidder to enter number of addenda issued (ie. #1, #2 etc), if any.

## Request for a Standing Offer (RFSO)

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#### 1.0 INSTRUCTIONS TO BIDDERS

- 1.1 Submit the tender form in order to provide services for the National Capital Commission (referred to as the "Commission" or the "NCC"), as described in the attached Terms of Reference (TOR) document.
- 1.2 **Questions and requests for clarification from proponents will be accepted until 12:00 noon Ottawa time on April 2, 2019** to allow for 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, Lana Wilson at email [Lana.Wilson@ncc-ccn.ca](mailto:Lana.Wilson@ncc-ccn.ca) . Non-compliance with this requirement during the solicitation period can, for that reason alone, result in disqualification of a proposal.
- 1.3 It is the intention of the National Capital Commission to award one (1) Standing Offer Agreement per category of service per province to the Bidder who meets all terms and conditions and offers the lowest totals. The resulting Standing Offer Agreement will be for three (3) years from the date of award. Unit rates quoted will remain the same for duration of the agreement.
- 1.4 The Commission is a Crown Corporation subject to the Goods and Services Tax (GST) and the Provincial Sales Tax (HST or QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST and HST/QST, to the extent applicable, that the Commission will pay. These amounts will be paid to the successful Consultant who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments. The successful bidder(s) must complete & return the T1204 form and attach a voided cheque for direct deposit purposes.
- 1.5 The Security Requirements, OH&S requirements, General Conditions (GCs), Instructions to Tenderers, TOR and the Unit Price Table shall apply and form part of the offer and accordingly any resulting Standing Offer and shall be incorporated into and form part of any and all authorized "Purchase orders Against a Standing Offer". The Offeror acknowledges to have received a copy of these: Security Requirements, OH&S requirements, GCs, Instructions to Tenderers, TOR and the Unit Price Table(s).
- 1.6 In order to avoid any misunderstanding and be fair to all firms, please note that tenders received after the closing time and date will not be accepted.
- 1.7 The Commission reserves the right to not accept the lowest or any of the tenders 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 bidder and/or any/all bidders.
- 1.8 This RFSO, SOA and call-up purchase order(s) resulting from this process is to be interpreted, construed, governed by and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.

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- 1.9 The Commission shall not be obligated to reimburse or compensate any bidder, its sub-contractor or manufacturers for any costs incurred in connection with the preparation of a response to this RFSO. All copies of tenders submitted in response to this RFSO shall become the property of the Commission and will not be returned.
- 1.10 The Contractor must maintain and pay for insurance and / or NCC insurance against Worker's injury claims, personal injury or damage claims, including death, and any claims for damages. the property that may result from the work it undertakes under this contract. As a protection, the certificates of insurance must be filed with the NCC and kept in force until the said Commission certifies that the work has been completed.

**The Contractor must maintain an Insurance naming the National Capital Commission third-party beneficiary of at least \$ 5,000,000.00 against third-party liability and property damage.**

The insurance must cover damage resulting from an accident or negligence. Contractor must submit a copy of the policy to the NCC before the start Works.

## 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 a contractor to provide **BRUSH CLEARING SERVICES on an as and when requested basis**, 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.

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#### 2.2 GENERAL PROVISIONS

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

It is understood and agreed that:

- a purchase order against a Standing Offer shall form a contract only for those goods or services, or both, which have been ordered, provided always that such a purchase order is made in accordance with the provisions of the Standing Offer;
- the issue and distribution of the authorization to use any resulting Standing Offer does not oblige the NCC to authorize or order all or any of the goods and/or services described in the Standing Offer;
- The NCC's liability shall be limited to that which arises from purchase orders against any resulting Standing Offer made within the period specified herein;
- The NCC reserves the right to procure the specified goods and/or services by means of contracts, standing offers, or by other contracting methods.
- The Offeror agrees that prices quoted herein are firm and must be valid for acceptance for 60 days from the closing date of this Request for Standing Offer (RFSO).

#### 2.3 STANDING OFFER REQUIREMENT:

The National Capital Commission (NCC) wishes to retain the services for **Brush Clearing** as detailed in the Terms of Reference on an "as and when requested" basis under a Standing Offer Agreement.

#### 2.4 PERIOD OF THE STANDING OFFER AGREEMENT:

The resulting Standing Offer Agreement will be for three (3) years from the date of award. Unit rates quoted will remain the same for the duration of the agreement.

#### 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 \$80,000 CDN including all fees, disbursements, subcontractor(s) costs and all applicable taxes.

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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.

The NCC reserves the right to solicit bids from companies that have received the SOA and any firms meeting the technical requirements under this submission for any work that may be required, when the estimated initial amount of work exceeds \$80,000 CDN all inclusive.

#### 2.7 ESTIMATED SOA EXPENDITURE:

The estimated expenditure for all of the Standing Offer Agreements combined is \$600,000 CDN including taxes over a three year period to be broken down as follows:

Category 1 : \$100,000

Category 2 : \$100,000

Category 3 : \$250,000

Category 4 : \$150,000

#### 2.8 INVOICING:

Send 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 .jpg format.

OR

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, ON, K1P 1C7

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. billings at completion of each project). 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.

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To ensure good project communication, it is recommended that the SOA Contractor 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.

#### 2.10 TERMINATION AND REPLENISHING THE LIST OF SOA'S

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

If any firm holding an SOA has their SOA terminated, the NCC reserves the right to 'replenish the list of SOA's, by offering an SOA to another firm. The basis for deciding which firms are offered 'replenishment' SOA's shall be 'the next ranked firm(s)' as per the final rankings as a result of the evaluations.

#### 2.11 SECURITY SCREENING:

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\***. NCC Security to perform security screening.

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

## 3. Brush Clearing Services

### I. OFFER

The undersigned tenderer (hereinafter called the "Contractor") hereby offers to the National Capital Commission (hereinafter called the "Commission" or the "NCC") to furnish all necessary tools, plant services, materials, labor and equipment required to execute and complete in a careful and workmanlike manner the work as set out under the "Terms of Reference" hereon, which is more particularly described in the Terms of Reference attached, **for the all-inclusive unit rates (excluding taxes) as set out in section III.**

### II. GENERAL AGREEMENT The Contractor agrees:

1. to work on an "as and when requested" basis for miscellaneous brush clearing and/or brush removal in the National Capital Region (Ontario and/or Quebec) in which the duration of the Standing Offer Agreement will be for three (3) years from SOA award.

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2. that this Offer and Agreement, together with the Terms of Reference, the Security Requirements, the Occupational Health & Safety Requirements, the General Conditions, and any and all attachments and addenda issued thereto, shall be and are the complete tender and this offer is made subject to the provisions contained therein.
3. that this offer supersedes and cancels all communications, negotiations and agreements relating to the work other than contained in the complete tender and is irrevocable for 30 days from the Tender Closing Time shown hereon.
4. that the complete tender together with and subject to all the provisions contained therein shall, when accepted and executed on behalf of the Commission, constitute a SOA between the Contractor and the Commission.
5. Lowest or any tender NOT necessarily accepted. The NCC reserves the right to cancel this tender and/or re-issue the tender in its original or revised form. The Commission also reserves the right to negotiate with the successful tenderer and/or all tenderers.

### III. PRICING

The Contractor agrees that the following **all-inclusive unit rates (excluding taxes) remain fixed for the entire term** as referred to in section I.

The Bidder agrees that:

- a) the Unit Price Table designates that part of the Work to which a Unit Price Arrangement applies.
- b) the Unit Price (All-inclusive Hourly Rate) and the Total Amount must be entered for each item listed in the table(s) each firm is bidding on or will be subject to disqualification;
- c) the Unit Price (All-inclusive Hourly Rate) as tender governs in calculating the Total Amount, and any errors in the extension of the Unit Price (All-inclusive Hourly Rate) and in the addition of the Total Amount shall be corrected by the NCC in order to obtain the Total Amount;
- d) The equipment rates will be based on a 3-hour minimum;
- e) The various crew and labour rates will be based on a 3-hour minimum;
- f) The NCC will not be responsible for the reimbursement for travel time to and from the job site; and
- g) The following table is the Unit Price Table for the purposes of the tender and the Agreement:

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**Unit Price Table  
Category 1 (Ontario)**

Description	All Inclusive Hourly Rate Excluding Taxes	x Weighted Factor =	Total Amount
<b>3 Person Crew Rate – equipped as follows:</b>			
3 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, pullerbear etc.) as required for brush clearing.	\$	25%	\$
<b>2 Person Crew Rate – equipped as follows:</b>			
2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.) as required for brush clearing.	\$	20%	\$
<b>Equipment Rates</b>			
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches). (Materials remain on site)	\$	25%	\$
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches) and a Dump truck including operator or rented containers via disposal company. (Materials transported and disposed of at approved site)	\$	20%	\$
ATV/Quad/Snowmobile (including operator) to clear trails with limited access	\$	10%	\$
Total Weighted Hourly Rate (for bid evaluation purposes only)			\$

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**Unit Price Table  
 Category 2 (Québec)**

Description	All Inclusive Hourly Rate Excluding taxes	x Weighted Factor =	Total Amount
<b>3 Person Crew Rate – equipped as follows:</b>			
3 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, pullerbear etc.) as required for brush clearing.	\$	25%	\$
<b>2 Person Crew Rate – equipped as follows:</b>			
2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.) as required for brush clearing.	\$	20%	\$
<b>Equipment Rates</b>			
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches). (Materials remain on site)	\$	25%	\$
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches) and a Dump truck including operator or rented containers via disposal company. (Materials transported and disposed of at approved site)	\$	20%	\$
ATV/Quad/Snowmobile (including operator) to clear trails with limited access	\$	10%	\$
Total Weighted Hourly Rate (for bid evaluation purposes only)			\$

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**Unit Price Table  
Category 3 (Ontario)**

Description	All Inclusive Hourly Rate (exclusive taxes)	Weighted Factor	Total Amount
<b>3 Person Crew Rate – equipped as follows:</b>			
3 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, pullerbear etc.) as required for brush clearing.	\$	17.5%	\$
<b>2 Person Crew Rate – equipped as follows:</b>			
2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.) as required for brush clearing.	\$	12.5%	\$
<b>Equipment Rates</b>			
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches). (Materials remain on site)	\$	17.5%	\$
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches) and a Dump truck including operator or rented containers via disposal company. (Materials transported and disposed of at approved site)	\$	12.5%	\$
ATV/Quad/Snowmobile (including operator) to clear trails with limited access	\$	6.66%	\$
Backhoe or similar machinery capable of uprooting small trees and shrubs (4 inch diameter) with operator.	\$	6.66%	\$
Mini-Excavator with operator	\$	6.66%	\$
One (1) chip truck (including operator and any associated disposal fees) with minimum 1¾ tonne with enclosed box (commercial 2.4 m or 8 feet box)	\$	6.66%	\$
Compact Tracked Loader with Forestry Mulcher-50-100HP with operator	\$	6.66%	\$
Mechanical brush cutters (e.g. Bush Hog/Tractor with operator i.e. equipment attached to a tractor. The hourly rate must also include transportation costs to bring it to and from the work site (i.e. trailer) Please indicate size: _____	\$	6.66%	\$
Total Weighted Hourly Rate (for bid evaluation purposes only)			\$

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**Unit Price Table  
Category 4 (Québec)**

Description	All Inclusive Hourly Rate (exclusive taxes)	Weighted Factor	Total Amount
<b>3 Person Crew Rate – equipped as follows:</b>			
3 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, pullerbear etc.) as required for brush clearing.	\$	17.5%	\$
<b>2 Person Crew Rate – equipped as follows:</b>			
2 skilled workers 1 pick-up style truck with miscellaneous small equipment and tools (chainsaws, brush saws, hand saws, etc.) as required for brush clearing.	\$	12.5%	\$
<b>Equipment Rates</b>			
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches). Materials remain on site	\$	17.5%	\$
Brush Chipper – <u>minimum</u> diameter of 15 cm (6 inches) and a Dump truck including operator or rented containers via disposal company. Materials transported and disposed of at approved site	\$	12.5%	\$
ATV/Quad/Snowmobile (including operator) to clear trails with limited access	\$	6.66%	\$
Backhoe or similar machinery capable of uprooting small trees and shrubs (4 inch diameter) with operator.	\$	6.66%	\$
Mini-Excavator with operator	\$	6.66%	\$
One (1) chip truck (including operator and any associated disposal fees) with minimum 1¾ tonne with enclosed box (commercial 2.4 m or 8 feet box)	\$	6.66%	\$
Compact Tracked Loader with Forestry Mulcher-50-100HP with operator	\$	6.66%	\$
Mechanical brush cutters (e.g. Bush Hog/Tractor with operator i.e. equipment attached to a tractor. The hourly rate must also include transportation costs to bring it to and from the work site (i.e. trailer) Please indicate size: _____	\$	6.66%	\$
Total Weighted Hourly Rate (for bid evaluation purposes only)			\$

# **NATIONAL CAPITAL COMMISSION**

## **Rehabilitation and Lifecycle Division**

### **BRUSH CLEARING SERVICES**

#### **TERMS OF REFERENCE**

**WINTER 2019**

## Terms of Reference – Brush Clearing Services

The National Capital Commission (NCC) is seeking to establish a Standing Offer Agreement (SOA) for a period of three years from date of award for the services of a contractor on an “as and when needed” basis for miscellaneous brush clearing and/or brush removal in the National Capital Region (Ontario and Québec). The goal of this project is to accomplish minor landscaping work, vegetation management or vista and brush clearing based on pre-arranged hourly rates for equipment and crews. The scope and deadline of the work will be determined according to the specific requirements made by the NCC representative

### SPECIFICATIONS:

#### 1. General Procedures

##### 1.1. Work included

The work included in this specification involves the supplying of all labour, equipment, materials and tools necessary to perform the brush clearing work and 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.

##### 1.2. 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.

##### 1.3. 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.

##### 1.4. Codes and Standards

All the work shall be in accordance with the following codes and standards:

- Canada Labour Code Part II
- The Occupational Health and Safety Act and regulations for Industrial Establishments
- The Occupational Health and Safety Act for Construction Projects
- The *Plant Protection Act*, and Canadian Food Inspection Agency (CFIA) Ministerial Orders
- Construction Safety Code of Quebec (where applicable)
- All NCC Health and Safety Policies;
- All other code, law or regulation, of federal, provincial, or local application. In any case of conflict or discrepancy the more stringent requirements shall apply.

#### **Environmental Law**

All the work will be done in accordance with the federal environmental law and regulation and the provincial environmental law and regulation (Ontario and Québec) any other code of provincial or local application provided that in any case of conflict or discrepancy more stringent requirements shall apply.

## Terms of Reference – Brush Clearing Services

### 1.5. Equipment and Tool Inventory

- a) All equipment and tools necessary to perform the work shall be supplied by the contractor.
- b) All equipment and tools shall be made available to the NCC representative, when requested, for inspection. The contractor shall provide all necessary equipment, (i.e. chain saw, brush saw) for the successful completion of the work.

### 1.6. Vehicles and Equipment

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

Parking vehicles on turf areas shall not be permitted and 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. Fluid leaking/dripping from equipment is not permitted and vehicles and equipment will be removed from the site immediately. All small equipment such as chainsaws and hand saws must be sharpened off site prior to the working hours.

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

### 1.7. Personnel

#### 1.7.1. Qualifications:

The employees must have sufficient training, experience and qualifications in order to perform the required tasks, including license for chainsaw operation.

#### 1.7.2. Quality of Work:

The work shall be carried out in a professional manner, by trained and experienced employees adhering to the NCC standards as specified by the NCC representative.

#### 1.7.3. Hours of Work:

The normal working hours shall be from 7 am to 5 pm daily Monday to Friday excluding Statutory Holidays. 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 to and from work site, 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 be compensated.

Rest periods during working hours shall coincide with those of the NCC work crews in the area (15 minutes a.m. and 15 minutes p.m.).

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

## Terms of Reference – Brush Clearing Services

### 1.7.4. Forms and Reports

Contractor will be required to present control forms and reports, and information on disposal sites, to the satisfaction of the NCC.

### 1.7.5. Change of Crew Size

No crew size shall be smaller than the crews identified in Section 3 Partial crews will not be accepted.

### 1.7.6. Transportation

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

### 1.7.7. Dress

The contractor 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. Shirts are to be worn buttoned at all times and free of rips/tears.

## 1.8. General

### 1.8.1. 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 brush clearing work. Familiarity with equipment required to perform this work is essential.

### 1.8.2. Work Authorization

- a) Work requisition will be provided by NCC representative to the contractor indicating specific location, quantity of work and completion deadlines.
- b) The contractor must be available for work within 7 days of a call-up by the NCC.
- c) The contractor and the NCC representative shall mutually agree to a proposed schedule for the work. The contractor shall notify the NCC representative 24 hours prior to commencement of work. Upon commencement of the work, the contractor shall work diligently on the work until completion.
- d) Upon completion of the work, the contractor shall seek acceptance of the work from the NCC representative.
- e) The contractor will submit an invoice for each call-up, an invoice indicating the purchase order number and a clear description of the work.

### 1.8.3. Damages

Damages as a result of the work under this SOA, 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 NCC. All damages shall be reported immediately to the NCC representative.

## Terms of Reference – Brush Clearing Services

### 1.8.4. Traffic Control

All traffic control on NCC and other municipal roadways shall be the responsibility of the contractor. The contractor is responsible for the supply, installation and maintenance of traffic control devices necessary for the protection of the public and the work site. Traffic control must be in accordance with the Manual of Uniform Traffic Control Devices for Canada. The NCC field manual of traffic control shall or NCC policies and regulations shall also be used. All signs used for traffic control shall be bilingual.

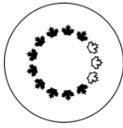
### 1.8.5. Safety Measures

Observe construction safety measures required by Canadian Construction Safety Code, Provincial Government, Worker's Compensation Board and municipal authority's, relating to construction safety measures. In any case of conflict or discrepancy the more stringent requirements shall apply.

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

### 1.8.6. Disposal of materials

The contractor must transport material to a NCC approved disposal site. Where ash (*fraxinus*) wood is included or is potentially included in the mix of wood, brush or chips in their vehicles, contractors must transport material to the approved disposal site. The contractor is responsible for the payment of any associated fees to dispose of trimmings, branches, brush chips & bark, and wood material. Movement restriction imposed by CFIA (Canadian Food Inspection Agency) must be adhered to at all time.



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## INSTRUCTIONS TO TENDERERS

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### 1. Address

The tender envelope shall be addressed to Procurement Services, National Capital Commission, 40 Elgin Street, Security Office on the 2<sup>nd</sup> floor, Ottawa, Ontario K1P 1C7.

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

### 2. Delivery of Tenders

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

### 3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

### 4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

### 5. Security Requirements

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

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## INSTRUCTIONS TO TENDERERS

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2. NOT APPLICABLE ~~Acceptable Security~~

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

~~OR~~

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

~~OR~~

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

~~OR~~

iv) ~~Cash~~

3. Upon notification of acceptance of tender :

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

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

**6. Acceptance of Offer**

The lowest or any tender not necessarily accepted.

**7. Completion of Tender/Contract Form**

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

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

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

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

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## INSTRUCTIONS TO TENDERERS

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

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

The tenderer should retain a copy of the tender for his record.

### 8. Insurance

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

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

NOTE: These Instructions need **NOT** be submitted with your tender.

### 9. Applications for Approval Certificates

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

### 10. Letter of Notification

Once a company is identified as the preferred bidder and is in receipt of a Letter of Notification, the following documents must be submitted within five (5) working days:

- Certificate of Insurance (\$5,000,000 aggregate)
- Name and coordinates of the Company Security Representative (CSR)
- Copy of Occupational Health and Safety (OH&S) Policy
- Current WSIB clearance certificate
- Safety plan specific to the work to be performed
  - map/directions to the nearest hospital
  - emergency numbers
  - safety measures to protect your employees and the public
  - Health and Safety training records of personnel



## 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 Chief Executive Officer and/or Executive Director upon the award of this contract.
2. "work" includes the whole of the works, Labour and materials, matters and things to be done, furnished and performed by the Contractor under the contract.

### 2. Assignment and Subcontracting

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

### 3. Indemnification

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

### 4. Property of the National Capital Commission

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

### 5. Permits and By-Laws

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

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## **GENERAL CONDITIONS**

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### **6. Canadian Labour and Materials**

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

### **7. Publicity**

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

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

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

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

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

### **10. Co-operation with other Contractors**

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

### **11. Claims Against and Obligations of the Contractor or Subcontractor**

1. The Contractor shall ensure that all his lawful obligations and lawful claims against him arising out of the execution of the work are discharged and satisfied, at least as often as this contract requires the National Capital Commission to discharge its obligations to the

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## GENERAL CONDITIONS

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Contractor and shall supply the Project Manager/Officer with a Statutory Declaration deposing to the existence and condition of such claims and obligations when called upon to do so.

2. The National Capital Commission may, in order to discharge lawful obligations and satisfy lawful claims against the Contractor or a subcontractor arising out of the execution of the work, pay any amount, which is due and payable to the Contractor under the contract and from a conversion or a negotiation of the security referred to in Section 18 hereof, if any, directly to the obligees of and the claimants against the Contractor or the subcontractor.

### **12. Project Manager/Officer's Rights and Obligations**

The Project Manager/Officer shall:

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

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

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

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

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

### **14. NOT APPLICABLE ~~Changes in soil conditions, National Capital Commission delays~~**

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## GENERAL CONDITIONS

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

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

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

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

1. The National Capital Commission may upon notice in writing to the Contractor suspend or terminate the contract at any time. The Contractor will comply with such notice immediately.
2. If the National Capital Commission suspends the work for 30 days or less the Contractor must, subject to his remedy under Section 15 hereof, complete the work when called upon to do so. If the National Capital Commission suspends the work for a period in excess of 30 days the Contractor may request the National Capital Commission to terminate the work under sub-section 4 hereof.
3. If the National Capital Commission terminates the contract because of default by the Contractor, the insolvency of or the commission of an act of bankruptcy by the Contractor, the obligations of the National Capital Commission to make payments to the Contractor shall cease and no further payments shall be made to the Contractor or less the Project Manager/Officer shall certify that no financial prejudice will result to the National Capital Commission from such further payments. Termination under this sub-section shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the work. In such circumstances the Project Manager/Officer

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## GENERAL CONDITIONS

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may complete or have the work completed as he sees fit and all costs and damages incurred by the National Capital Commission due to the non-completion of the work by the Contractor shall be payable by the Contractor to the National Capital Commission.

4. If the National Capital Commission terminates the work other than in accordance with sub-section 3 hereof, the National Capital Commission will pay to the Contractor an amount calculated in accordance with Section 20 hereof subject to any additions or deductions otherwise provided by the General Conditions or Labour Conditions less any payments made pursuant to Section 25.3, hereof. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the contract been completed.

### **17. Security Deposit**

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

### **18. No Additional Payment**

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

### **19. Determination of Costs**

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

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

1. The Contractor shall maintain full records of his estimates of and actual cost to him of the work together with all proper tender calls, quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, shall make them available to audit and inspection by the National Capital Commission, or by persons acting on its behalf, shall allow them to make copies thereof and to take extracts therefrom, and shall furnish them

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## GENERAL CONDITIONS

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with any information which they may require from time to time in connection with such records.

2. The records maintained by the Contractor pursuant to this section shall be kept intact until the expiration of two years from the date of issuance of the Final Certificate of Completion under sub-section 24 of the General Conditions or until the expiration of such other period as the National Capital Commission may direct.
3. The Contractor shall require all subcontractors and all firms, corporations and persons directly or indirectly having control of the Contractor to comply with Sections 1 and 2 as if they were the Contractor.

### **21. Extension of Time**

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

### **22. Cleaning of Work**

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

### **23. Project Manager/Officer's Certificates**

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

### **24. Payment**

1. The National Capital Commission will pay and the Contractor will accept as full consideration for the work performed and executed an amount by which the amount referred to in Clause 1 of the Offer and Agreement together with the aggregate of the amounts payable by the National Capital Commission under Section 11, 13.3, 15.1, 16 and 19 minus the aggregate of any payments by the National Capital Commission under Section 12 and indemnification and amounts payable to or costs and damages incurred by the National Capital Commission under Sections 4, 5, 9, 13.3, 14, 15.2, 17.3, 19 and 22.
2. In the case of a unit price contract:

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## GENERAL CONDITIONS

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- 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.
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.

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## GENERAL CONDITIONS

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8. The National Capital Commission may set-off against any amount payable or debt due by the National Capital Commission under this contract the amount of any debt due to the National Capital Commission under this contract or any other contract between the Contractor and the National Capital Commission.

**25. Correction of defects**

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

**26. Liability Insurance**

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

**27. Workers Compensation**

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

## Occupational Health and Safety Requirements

### 1. General

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

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

## **2. Qualifications of Personnel**

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

## **3. Certification**

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

## **4. Plans Policies and Procedures**

- 4.1** After receiving notification that its bid has been retained and prior to and as a condition of contract award, the Contractor covenants and agrees to deliver for the review and approval of the NCC:
- (a) A copy of the contractor's OHS policy;
  - (b) A safety program and plan specific to the work to be performed pursuant to the Contract which plan shall include a risk assessment and analysis, a description of safe working methods, injury and incident reporting protocols, regular periodic reporting on compliance with OHS obligations including any policies, practices and procedures otherwise provided for herein, and a site-specific contingency and emergency response plan; and
  - (c) Health and safety training records of personnel and alternates responsible for OHS issues on site.

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur  Update / Mise à jour

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

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

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

Legal name of entity or individual / Nom légal de l'entité ou du particulier	Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal)		
Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la 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**

**IMPORTANT : CHOOSE ONLY ONE OF THE FOLLOWING/CHOISIR SEULEMENT UNE DES OPTIONS SUIVANTES:**

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide: / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	(3) Corporation / Société <input type="checkbox"/>			
Business No. (BN) / N° de l'entreprise (NE) -	<b>OR / OU</b>	SIN / NAS -		
GST/HST / TPS et TVH	QST / TVQ (Québec)			
Number / Numéro : Not registered / non inscrit <input type="checkbox"/>	Number / Numéro : Not registered / non inscrit <input type="checkbox"/>			
Type of contract / Genre de contrat	Contract for services only / Contrat de services seulement <input type="checkbox"/>			
	Contract for mixed goods & services / Contrat de biens et services <input type="checkbox"/>		Contract for goods only / Contrat de biens seulement <input type="checkbox"/>	
Type of goods and/or services offered / Genre de biens et / ou services rendus :				

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

**Please send a void cheque or bank letter with this form / Veuillez s.v.p. envoyer un spécimen de chèque ou lettre de banque 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 :	

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

E-mail address / Adresse courriel :

**PART 'E' - EMAIL ADDRESS TO SEND CONTRACTS / PARTIE 'E' - ADRESSE COURRIEL POUR ENVOYER LES CONTRATS**

E-mail address / Adresse courriel :

**PART 'F' - CERTIFICATION / PARTIE 'F' - CERTIFICATION**

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	Je déclare avoir examiné les renseignements susmentionnés et j'atteste qu'ils sont exacts et constituent une description complète, claire et véridique de l'identité de ce fournisseur.		
Where the supplier identified on this form completes part C, he hereby requests and authorizes the National Capital Commission to directly deposit into the bank account identified in part C, all amounts payable to the supplier.	Lorsque le fournisseur indiqué sur ce formulaire remplit la partie C, par la présente, il demande et autorise la Commission de la capitale nationale à déposer directement dans le compte bancaire indiqué à la partie C, tous les montants qui lui sont dus.		
_____ Name of authorized person / Nom de la personne autorisée	_____ Title / Titre	_____ Signature	_____ Date
Telephone number of contact person / Numéro de téléphone de la personne ressource : ( )			

**IMPORTANT**

Please fill in and return to the National Capital Commission with a bank letter or one of your business cheques, unsigned, and marked « VOID » (for verification purposes).	Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec une lettre de banque ou un spécimen de chèque de votre entreprise, non signé, et portant la mention « ANNULÉ » (à des fins de vérification).
Mail or email to: contracts@ncc-ccn.ca Procurement Services National Capital Commission 202-40 Elgin Street Ottawa, ON K1P 1C7 Fax: (613) 239-5007	Poster ou transmettre par courriel à : contracts@ncc-ccn.ca Services de l'approvisionnement Commission de la capitale nationale 40, rue Elgin, pièce 202 Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007

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

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

**Supplier Tax Information**

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

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

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

**Direct deposit payment information**

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

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

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

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

**The advantages of direct deposit payment**

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

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

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

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

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

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

Questions : Sylvie Monette, Superviseure aux comptes payable  
(613) 239-5678 poste 5156 ou [sylvie.monette@ncc-ccn.ca](mailto:sylvie.monette@ncc-ccn.ca)

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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