

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

NCC FILE NO. NR51
NO DE DOSSIER DE LA CCN:

<p>ADDRESS ENQUIRIES TO: ADRESSER LES DEMANDES DE RENSEIGNEMENTS À:</p> <p>Nathalie Rheault Senior Contract Officer</p> <p>Telephone: 613-239-5080 E-mail: nathalie.rheault@ncc-ccn.ca</p>	<p>INVITATION DATE/DATE DE L'APPEL D'OFFRES:</p> <p>April 19, 2013</p>
<p>RETURN ORIGINAL Submit proposal on this form and return it to: RENOYER L'ORIGINAL Veuillez soumissionner en vous servant de la présente formule et la retourner au:</p>	<p>BID CLOSING/CLÔTURE DE L'OFFRE:</p> <p>May 29, 2013 at 15:00 Ottawa time</p> <p>Sr. Contract Officer – Nathalie Rheault National Capital Commission/Commission de la capitale nationale Procurement Services/Services de l'approvisionnement 40 Elgin Street/40, rue Elgin 3rd Floor/3ième étage Ottawa, Ontario K1P 1C7</p>

**IMPLEMENTATION OF AN AUTOMATED PARKING MANAGEMENT SYSTEM
AND MANAGEMENT SERVICES**

- Proponents are invited to attend at their costs, a **non-mandatory** technical briefing session which will be held on May 10, 2013 at 1:00 p.m. Ottawa time at 40 Elgin Street, Ottawa, Ontario, room 702. Interested suppliers shall confirm their attendance with Nathalie Rheault, Senior Contract Officer, at the latest May 7, 2013. (refer to section 15.1 of the RFP document for details).
- Submit seven (7) copies of a proposal to provide the National Capital Commission (referred to as the "NCC"), with the services for the above noted project as described in the attached Terms of Reference.
- Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault, telephone number - 613-239-5080, facsimile number - 613-239-5007 or e-mail address - nathalie.rheault@ncc-ccn.ca as early as possible within the solicitation period. Enquiries should be received no later than ten (10) 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.
- The proposal is to include all relevant information as defined in the Terms of Reference and as more particularly described in Section 15.
- One contract and a Standing Offer Agreement will be awarded as a result of this request for proposal.
- One (1) copy of the Financial Proposal (Appendix E) must be in Canadian Funds and be submitted in a sealed envelope separately from the proposal documents as outlined in the Terms of Reference.
- Contract award for this service will be based on evaluation criteria set out for this request for proposal (see section 15.5). Only the price envelopes of those firms that qualify shall be opened.

8. A debriefing of a Proponents 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.
9. The NCC reserves the right to not accept the lowest or any of the Request for Proposal submitted, to cancel this RFP, and/or to reissue the RFP in its original or revised form. The NCC also reserves the right to negotiate with the successful tenderer and or all tenderers
10. The Contractor agrees that this Offer and Agreement including the Plans and Specifications, instructions to bidders, general conditions, occupational health and safety requirements, employment equity, security requirements, and all Addenda shall be and are the complete tender and this offer is made subject to the provisions contained therein.
11. The Contractor agrees 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 120 days from the Tender Closing Time shown hereon, and in the event that security is provided with this tender, it will be forfeited if the Contractor refuses a contract if this tender is accepted and executed on behalf of the Commission
12. SECURITY REQUIREMENTS

Since the National Capital Commission (NCC) complies with the provisions of the Policy on Government Security, the Contractor shall ensure that none of the Employees of the Contractor and others for whom the Contractor is responsible and who are to perform the Contractor's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Contractor and others for whom the Contractor is responsible who are to perform the Contractor's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment of that person before accessing any site included in this Contract.

For this contract, it was determined that the NCC shall require **Reliability status**. A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on this type of offence. Refer to the attached 2 page Security Requirement document.

13. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST) and the Quebec Sales Tax (QST). The successful firm will be required to indicate separately, with the request for payment, the amount of GST, OHST and QST, to the extent applicable, that the NCC will pay. These amounts will be paid to the successful Contractor who is required to make the appropriate remittance to Revenue Canada and the respective provincial governments.
14. The "Supplier – Direct Payment and Tax Information Sales Form" & "Program for Employment Equity Form" must be completed and returned to the Commission prior to any contract being awarded to your firm.
15. Page 4 of 6 of this Request for Proposal must be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the terms of this Request for Proposal, including the Terms of Reference, the General Conditions and any/all other attachments referred to herein.
16. **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.**
17. **Facsimile or e-mail transmittal of proposals are not acceptable.**

18. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, suppliers are advised that as a Crown Corporation, the NCC is subject to the provisions of the *Access to Information Act (ATI Act)*. Information submitted by third parties will only be exempted from disclosure if the records or part of them qualify for an exemption under the *ATI Act*.
19. This Request for Proposal and any contract resulting there from is to be interpreted, construed, governed by, and the relation between parties is to be determined in accordance with the laws of the Province of Ontario and such Federal laws applicable therein.
20. The NCC shall not be obligated to reimburse or compensate any supplier, its sub-contractors or manufacturers in this Request for Proposal for any costs incurred in connection with the preparation of a response to this Request for Proposal. All copies of proposals submitted in response to this Request for Proposal shall become the property of the NCC and will not be returned.
21. The successful Supplier shall indemnify and save harmless the NCC from and against all claims, damages, costs and expenses sustained or incurred by the NCC resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Supplier during the term of the resulting contract and which person is claiming or claims a moral right, as set out under the Copyright Act. The obligation to indemnify under this clause survives termination of the resulting contract and will remain in force for the duration of the copyright in the work created under the resulting contract. This obligation to indemnify relative to alleged moral rights infringement(s) is in addition to the Supplier's other obligations to indemnify and save harmless which are set out in the attached terms of reference.
22. For the sites where it is proposed to install a gated pay at exit solution, the NCC will be responsible for the site preparation. The drawings can be viewed on the NCC FTP site folder NR51. Here are the information needed to connect to our FTP site as our 'guest' in order to download the information:
 - 1) Right-click on the Start button and left-click on Explore or "Open Windows Explorer"
 - 2) In the address bar, type in: <ftp://ftp.ncc-ccn.ca>
 - 3) When prompted for a user name, type in: nr51guest (case sensitive)
 - 4) When prompted for a password, type in: guest2013 (case sensitive)
 - 5) You are now ready to view and/or download your documents

23. I/We acknowledge receipt of the following addenda and have included for the requirement of it/them in my/our tendered price:

_____ (Bidder to enter number of addenda issued, if any).

We hereby OFFER to sell and/or supply to the National Capital Commission upon the terms and conditions set out herein, the supplies and/or services listed above and on any attached sheets at the submitted price(s).

Contractor's Address - Adresse de l'entrepreneur

Print Name - Nom en caractère d'imprimerie

Date

Signature

Tel-Tél:

Fax-Télécopieur:

Additional Clauses for Standing Offer Agreement

Implementation of an Automated Parking Management System and Management Services

1.0 Introduction

The National Capital Commission (NCC) wishes to retain the services of qualified firms to provide **Ongoing Management Services for the Automated Parking Management System** on an "as and when requested" basis under a Standing Offer Agreement (SOA).

The term proponent, used throughout this document, is defined as the entity submitting a proposal and shall mean a firm, an entity formed through a prime consultant/sub-consultant relationship, a consortium or a joint venture. Proponents shall provide all of the required services enumerated within the terms of reference.

2.0 General Instructions

2.0.1 SOA duration

The duration of the SOA is for a period of ten (10) years, from the date of award. The unit price proponents quote in *Appendix D4* the "Prices for Standing Offer Agreement" form will be applicable for the first year of the contract. The following years the contractor's rates will be increased by the rate of inflation for consumer price index for the City (Ottawa-Gatineau) see section 9.2 of the terms of reference.

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

2.0.2 SOA expenditure limits (per purchase order and estimated expenditure)

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

The NCC reserves the right to request quotations from any firm when the initial estimate of the work exceeds \$20,000 CDN all inclusive.

The estimated expenditure for the resulting Standing Offer Agreement will be \$600,000.00 on CDN. As operational requirements become more defined, the NCC reserves the right to increase the total estimated expenditure but in no circumstance will the total estimated expenditure be more than 10% of the initial total expenditure.

2.0.3 Purchase Orders (Call-ups)

The NCC reserves the right to on occasion:

- request SOA firms to seek offer-of-services from sub-consultants / specialists other than those proposed by the SOA firms, and
- as required, consider offer-of-services from sub-consultants / specialists named by NCC.
- may be requested to use sub-consultant firms already on SOA with the NCC at which time, the sub-consultant is expected to quote using the rates of his SOA.
- to reassign individual call-ups on any SOA where the sub-consultant team does not meet NCC project manager requirements.

Once the SOAs are in place, individual project requests for work will be handled as *purchase orders* (or *callups*) against the SOA. Quotations provided must be detailed, showing the name of the proponent, their hourly rate according to the SOA and the estimated number of hours that will be required to perform the work. Disbursements, fees and applicable taxes must be indicated separately.

The NCC retains the right to award concurrent and/or consecutive purchase orders to firms (i.e. purchase orders will not necessarily be awarded on a rotational basis). Projects are evaluated on a case by case basis in order to ensure that purchase orders are awarded to firms best positioned to undertake the work, be it for reasons of their specific area of expertise, their availability, their ability to meet specific project schedules and objectives, the level of security clearance required (as and when required) and/or other reasons. The NCC will do its best to ensure that the estimated expenditure of any SOA is not exceeded.

The number of purchase orders awarded by the NCC will vary annually, depending on workload and funding. Although the NCC cannot guarantee the number of purchase orders SOA firms will receive in any given year, the NCC's objective will be:

- to utilize the services of each SOA firm retained when and where possible
- to distribute overall call-up value across the list of firms holding SOAs.

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.

2.0.4 Billing the NCC

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 **authorised 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 authorisation.

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-consultant 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.

The NCC will hold back 15% of the contract value for incomplete work such as: final and "as-built" files; editable text files; and complete commissioning documentation including the provision of linked photographic files. All files must be named in accordance with the predefined file naming format.

Request for Proposal NR 51 - Implementation of an Automated Parking Management System and Related Services

Request for Proposal NR 51 -
Implementation of an Automated Parking Management System and Related Services

Summary

The National Capital Commission (NCC) wishes to implement an automated parking management system for 9 sites belonging to the NCC. These sites are located throughout the Gatineau Park area and urban locations in the Capital Region (eight of them are in Quebec and one is in Ontario). The NCC invites companies to submit proposals for the supply and installation of automated equipment and related management services to implement an automated parking system. The current Request for Proposals (RFP) process is intended for award of a contract for the supply of all required equipment and related services, which must be operational on or before April 1st 2014.

The scope of the contract shall include at a minimum the following: the supply and installation of equipment, the provision of related maintenance services; site capacity management; parking user financial transaction management; revenue and usage data collection; and a bilingual customer assistance service.

The main purpose of the project is to offer customers an array of payment options through a high-quality user friendly system. The selected Supplier must fulfill all outlined contract requirements. No contract shall be awarded if all proposals are deemed unacceptable and do not fulfill the requirements set out for the service.

Please note that all amounts in this RFP are expressed in Canadian dollars.

Ce document est disponible en français.

RESOURCE PERSON AT THE NCC:

Nathalie Rheault
Senior Contract Officer, Procurement Services
40, rue Elgin, 3rd Floor
Ottawa CANADA K1P 1C7

Telephone: 613-239-5080
Fax: 613-239-5007
E-mail: nathalie.rheault@ncc-ccn.ca

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Implementation of an Automated Parking Management System and Related Services

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NCC MANDATE AND PROJECT CONTEXT

The NCC is a Crown corporation of the Federal Government governed by the *National Capital Act*, which, in order to fulfill its mandate¹, owns a comprehensive portfolio in Canada's Capital Region, straddling the provinces of Ontario and Quebec. It owns numerous facilities and parks which allows visitors to the Capital Region to take advantage of activities and have access to sites to discover the Capital.

The general maintenance of most parks and facilities is performed by contractors under contract with the NCC. Certain services are offered at a nominal fee, such as parking lots, cross-country skiing and camping in Gatineau Park. There are nine sites for which parking revenues are generated and this service is rendered by a parking attendant present at certain times of day.

As part of its continuous approach to find efficiencies and lower operating costs, the NCC has identified the automated parking management project as a measure by which the objective can be achieved while limiting the impact on the public. As such, the NCC is looking for a Supplier able to offer, install and program automated parking management equipment as well as quality related management services in order to continue providing efficient and user friendly services to the public.

¹ - The objects and purposes of the Commission are to:

(a) prepare plans for and assist in the development, conservation and improvement of the National Capital Region in order that the nature and character of the seat of the Government of Canada may be in accordance with its national significance; and

(b) organize, sponsor or promote such public activities and events in the National Capital Region as will enrich the cultural and social fabric of Canada, taking into account the federal character of Canada, the equality of status of the official languages of Canada and the heritage of the people of Canada.

PART 1: REQUIREMENTS

1. General Description of the Services Required

The NCC is looking for a Supplier that can provide an automated and integrated parking management system and related equipment and management services for 9 sites (parking lots) located on NCC land; 8 which are located in the Province of Quebec and 1 in Ontario. This mandate shall include the following components, the parameters of which are detailed below:

- Provide the service of preparation for each site, and the equipment best suited for the implementation of the system and equipment.
- Supply and install required equipment at identified sites, as well as all technological on-going support required to manage and control the equipment.
- Manage the system in real time (or near-real time)
- Ensure integrated revenue collection and manage cash inflow, including on-line validation service for credit and debit cards
- Offer quality customer assistance services in both official languages
- Offer emergency service with a bilingual person who can be on premises within a pre-established maximum timeframe in case of system failure
- Manage the administration of various types of passes
- Generate all reports required by the NCC
- Make modifications to the equipment, material, accessories and IT system as required
- Maintain all equipment and systems in order to ensure optimum functionality
- Repair and replace equipment, material, accessories and IT system, as required

2. Description of Targeted Sites

2.1 The Existing Situation

Seven of the nine sites are located in Gatineau Park in Quebec, a natural conservation park which attracts more than 2.7 million yearly visits. Two other NCC parks are located in the urban environment, one site is located in Gatineau, Québec and the other in Ottawa, Ontario. The NCC currently charges a fee for those parking areas in the park, associated with specific programming. The map under Appendix C identifies these sites. Each site has its particular characteristics, outlined below:

a) La Pêche Lake

Located in the most natural and remote area of the park (55 kilometers from Parliament Hill), the site has a beach, a non-motorized boat rental and canoe-camping facilities. The collection of fees for the latter two activities will remain under contract to another service supplier. The existing set up for fee collection is described below:

- Located at site entrance, at 5 km from the parking lot
- Unpaved access road.
- Booth set on a concrete slab.
- Electrical supply at booth.
- Existing access gate located before the booth to remain. It is used to close off the site at the end of the season

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b) Philippe Lake

Located in Gatineau Park, (45 km from Parliament Hill), this site includes two public beaches, a campsite and trails. Cross-country ski trails start in this sector in the winter. The proposed automated fee system will only target general access to three parking areas, excluding cross-country skiing and camping; both these programs will remain under contract to another service supplier. The existing set up for fee collection is described below:

- Located near camping reservation reception building
- Paved access road.
- A second gate provides access to the campers. The camping is excluded from this proposal and remains under the management of the current Park operator. However, gates and passes to open the gate for campers are included in this RFP.
- Booth with gates on both sides, on a concrete slab.
- Electrical supply at booth.
- Existing access gate located after the booth to remain. It is used to close off the site at the end of the season

c) Meech Lake

Located in Gatineau Park, at 22 km from Parliament Hill, Meech Lake provides access to water activities and hiking trails and is serviced by 4 paid parking areas. The existing set up for fee collection is described below:

P11 (O'Brien):

- Paved and lined
- Very busy site, summer and fall.
- Booth without gates.
- Electricity at booth.
- Very wide access.

P12 (McCloskey):

- Access and lot are unpaved and unlined.
- Very busy site, summer and fall.
- Booth without gates.
- Very wide access for boat trailers.

P13 (Blanchet Upper and Lower) :

- Two parking lots and accesses are unpaved and unlined
- Very busy in the summer
- Portable booth, no gates at each lot.
- Narrow access at each lot, with common entrance/egress, one car at a time.

d) Mackenzie King Estate (MKE)

Located in Gatineau Park approximately at 20 km from Parliament Hill, the Mackenzie King Estate is the main cultural site in the Park. It welcomes some 35,000 visitors during the season, who come to enjoy the Estate and learn about Canadian history thanks to the interpretation program. The site is also a venue for specific private events. The existing set up for fee collection is described below:

- Located at the main parking lot (P6), which is accessible from the Gatineau Parkway

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- Access and lot are paved and lined
- Entrance and egress separated by green islands.
- Portable booth without integrated gate.
- Existing gates at the Parkway entrance to close the site. It is used to close off the site at closing hours

e) Lake-Leamy Park

Lake-Leamy Park is a Capital Park located in the City of Gatineau, about 5 km from Parliament Hill. The Park has a beach and a picnic area, but also provides the stage for a number of special events. An annual event currently manages its parking fees; it will be excluded from the present contract. The existing set up for fee collection is described below:

- Fee collection currently managed at beach parking lot entrance rather than park entrance.
- Access and lot paved and lined.
- Gates at park entrance.
- Temporary booth located at beach parking lot.
- Separate entrance and egress.
- The new system will be located at Park entrance from Fournier Boulevard. This will allow to fee both parking lots that can be accessed by Fournier Boulevard

f) Vincent-Massey Park

Located in the City of Ottawa, about 8 km from Parliament Hill, Vincent-Massey Park is a Capital Park which includes a picnic area, and is often rented for special events. The existing set up for fee collection is described below:

- Located at Park entrance
- Access and lot paved and lined
- Adjacent to monthly and daily pay parking lot for Federal building.
- Booth on concrete slab.
- Existing access gate located before the booth to remain. It is used to close off the site at the end of the season
- Very wide access, narrowed by temporary curbs.

Table 1 provides detailed information regarding existing electrical and telecommunications services; Table 2 provides the availability of land telecommunication; and Table 3 provides the 2012 attendance and fee structure.

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Table 1 Main Site Characteristics

Site	Location of Equipment for fee collection	Existing Electric and Telecommunications Services	# of Spaces
1 La Pêche Lake, Gatineau Park	At site entrance, 5 km from the lot	Electricity: yes, on-site, 60 A Telephone: no DSL 3 G: NO Cell Reception: NO	2 parking lots: Total Capacity: 125 spaces
2 Philippe Lake, Gatineau Park	Near camping reservation reception building	Electricity: yes, on-site Telephone: DSL under 1 mbps 3 G: NO Cell Reception.: None Breton and Parent: Electricity: YES Telephone: DSL under 1 mbps 3G Cell Reception: Yes	3 parking lots. Total Capacity : about 570 spaces: P19: 100 spaces Breton Beach: 345 spaces Parent Beach: 125 spaces
3 Meech Lake, P11, Gatineau Park	Parking O'Brien Beach	Electricity: yes, on-site Telephone: DSL 6 mbps 3 G NO Cell Reception: poor	125 spaces, with overflow capacity. Additional spaces on grass
4 Meech Lake, P12, Gatineau Park	McCloskey Parking	Electricity: post, 40 m. away. Telephone: DSL 6 mbps 3G NO Cell Reception: NO. Very weak	75 spaces
5 Meech Lake, Upper P13, Gatineau Park	Parking Blanchet Beach	Electricity: post at 30 m. Telephone: DSL 3 mbps 3G: YES Cell reception: YES	34 spaces
6 Meech Lake, Lower P13, Gatineau Park	Parking Blanchet Beach	Electricity: post at 30 m. Telephone: DSL 3 mbps 3G: YES Cell reception: YES	26 spaces
7 Mackenzie King Estate, P6, Gatineau Park	Main parking accessible from the Gatineau Parkway	Electricity: post at 50 m. Telephone: DSL 3 mbps 3G: NO Cell reception: NO	80 spaces
8 Lake-Leamy, Park, City of Gatineau	At Park entrance on Fournier Boulevard	Electricity 100 m from booth. Telephone: DSL 3 mbps 3G YES Cell Reception: YES	400 spaces
9 Vincent-Massey Park, Ottawa	Parking lot entrance	Electricity: post, 30 m. Telephone: DSL 4 mbps 3G YES Cell Reception: YES	360 spaces

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2.2 Land Telecommunication Services

According to information received from Bell in September 2012, the maximum services available in proximity are identified in Table 2. These levels represent the best service speeds proposed by Bell; The NCC is not responsible for the availability and speed of the service and cannot guaranty it.

Table 2 Availability of Land Telecommunications

Site	Availability of land high speed telecommunication
La Pêche Lake, Gatineau Park	No DSL
Philippe Lake, Gatineau Park	ADSL available
Meech Lake, P11, Gatineau Park	ADSL from remote, loop of 1 km, 35 free pairs
Meech Lake, P12, Gatineau Park	ADSL available from remote, loop of 3,3 km, free pairs Speed will be very low, potential synchronization problems
Meech Lake, Upper P13, Gatineau Park	ADSL available from remote, loop of 5,4 km 33 free pairs Speed will be very low, potential synchronization problems
Meech Lake, Lower P13, Gatineau Park	ADSL available from remote, loop of 5,4 km 33 free pairs Speed will be very low, potential synchronization problems
Mackenzie King Estate, P6, Gatineau Park	ADSL disponible du CO, boucle de 4,7 km, 3 free pairs Speed will be very low, potential synchronization problems
Lake-Leamy, Park, City of Gatineau	ADSL available from remote, loop of 3,4 km, 3 free pairs
Vincent-Massey Park, Ottawa	No known problem

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Table 3 Attendance and Fee Structure

Site	Metered hours - 2012 (*)	# of spaces	Annual Average Number of Daily Tickets Sold (2010 -2012)	Daily Fee 2012
6 sites providing access to lakes in Gatineau Park	Mid-June to Labour Day 9:00 AM to 6:00 PM, 7 days/ week Except Philippe Lake, till 8:00 PM	955	31,000	\$10
MKE	Mid-May to mid-October	80	8,560	\$8
Leamy Lake Park, City of Gatineau	May 1 st to Labour Day 10:00 AM to 8:00 PM, 7 days per week	400	10,500	\$7
Vincent-Massey Park, Ottawa	May 1 st to Labour Day 7:00 AM to 7:00 PM, 7 days per week	360	11,400	\$7

*In 2014, fee will be applicable until 8PM at all sites, except MKE. MKE hours will continue to vary depending on the week day

** A seasonal pass for Gatineau Pak sites and Leamy Lake Park is available at \$70. The average number of passes sold for years 2009 to 2012 was 820 passes.

2.3 Site Preparation for Gated Sites

For the sites where it is proposed to install a gated pay at exit solution, the NCC will be responsible for the site preparation, as indicated in the following paragraphs. The drawings can be viewed on the NCC FTP site at [NR51](#) (see front end document for details).

- a) For the sites which do not currently have the necessary electrical setup within reasonable distance, the NCC shall procure the installation of electrical supply lines from the grid to no further than 15 meters from the proposed location for the installation of the gate. The Supplier will have access to an electrical system supplying no less than 60A, 3W 1Ph, 120/240V.
- b) Where wireless telecommunication technology is not adequate for the implementation of the system and aerial phone lines do not service the site, the NCC. The NCC will take the appropriate steps to ensure that the level of land telecommunications available in proximity (as identified in tables 1 and 2) are available to each site. The NCC will not upgrade any available service beyond what is indicated in tables 1 and 2. Contact with Bell will be made by the NCC and will not be the responsibility of the winning Supplier. The NCC shall provide one communication duck, from the Bell's distribution point to the concrete island housing the parking equipment.
- c) Works required prior to the installation of the equipment, including concrete slabs, bollards, conduits, as well as site reconfigurations will be covered under a separate contract, managed by the NCC. Drawings will be available for the duration of the

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tender period and can be viewed on the NCC FTP site. Minor adjustments to the drawings to adapt works to the retained Supplier's system will be the responsibility of the NCC.

- d) The Supplier is responsible for the coordination of the work with the contractor carrying out site preparation for gated sites.

2.4 Site Preparation for Pay and Display Sites

The NCC will not be responsible for any works that may be required to install Pay and Display equipment. All works including anchoring or concrete base to install pay and display machines, and reinstatement of the site after the equipment is installed are entirely under the responsibility of the Supplier.

3 Components of the Required System

- a) The required system shall provide an automated fee system for nine sites that is fully integrated and managed in real time. The system shall include all required components, including equipment, software and all other accessory needed for the optimum functioning of the system, as described in details in the RFP.
- b) Table 4 identifies the types of equipment required for each site.
- c) For Mackenzie King Estate, the Supplier shall provide requested information for each system, as indicated in Table 4.

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Table 4 Components of the Required System

	La Pêche	Philippe	Meech P11	Meech P12	Meech P13 bas	Meech P13 haut	MKE	Leamy	Vincent-Massey
Type of System	Gated	Gated	Non Gated	Non Gated	Non Gated	Non Gated	TBD	Gated	Gated
Number of entries and egresses	1	2	1	1	1	1	1	1	1
Gates	X	X					TBD	X	X
Payment Device at exit	X	X					TBD	X	X
Ticket distribution device at entry	X	X					TBD	X	X
Pass Reader	X	X					TBD	X	X
Intercom	X	X	X	X	X	X	TBD	X	X
IT Equipment Please detail	X	X					TBD	X	X
Pay on foot machine	X	X					TBD	X	X
Shelter / roof if required	X	X					TBD	X	X
Seperate signage if required	X	X	X	X	X	X	TBD	X	X
Caméra	X						TBD	X	X
Pay and Display			X	X	X	X	TBD		
All accessories	X	X	X	X	X	X	TBD	X	X
Other (Please detail)							TBD		

4 Equipment and Accessories Requirements

The Supplier shall provide all equipment necessary for the implementation of the automated parking management system, including installation, operation and maintenance. All requirements in the following paragraphs must be met.

4.1 Mandatory Requirements

Documentation providing the information required to acknowledge that mandatory requirements are met must be submitted. Appendix D1 shall also be filled in

- a) All equipment exposed to the weather shall be designed to withstand extreme temperatures and weather conditions, and remain operational from -25 to +45 degrees Celsius, with relative humidity reaching up to 90%. Where necessary, devices such as heating, ventilation, etc. shall be included to ensure the equipment can perform between -50 and +50 degrees Celsius. Payment devices (Pay on foot and Pay-and display) must remain operational between -25 and +40 degrees Celsius. The NEMA4 standard or equivalent must be met.
- b) If shelters or other equipment are required to ensure proper operation under all weather conditions, they shall be included in the proposal and installed.
- c) All equipment and devices shall respect all laws, codes, regulations and other required public approvals governing them, including PCI DSS level 1 or 2 standards. CSA or ULC Certified standards must also be met. It is the Supplier's responsibility to fulfill all requirements and, at his cost, adjust all equipment to all new regulatory requirements, if any, throughout the life of the contract.
- d) All equipment which can be handled by the public (entry ticket distribution and payment machines) must meet universal accessibility standards and be easy to use.
- e) The system must be hosted on the Supplier's site. The site must be located in Canada, as required by Clause **A9122C of the Standard Acquisition Clauses and Conditions (SACC) Manual of the Federal Government**. Information shall be provided in the Proposal.

4.2 Other General Requirements

- a) All equipment used as part of the contract shall be entirely new and operational, and installed according to manufacturer's specifications.
- b) Equipment shall support future options should the NCC decide to expand the system, add options, add other locations or extend the system to other types of services.
- c) Equipment shall be able to adapt to new technology should the NCC decide to add other functionalities.
- d) Certain sites are at a higher risk of vandalism, due mainly to remoteness. All equipment shall be designed to resist as much as possible to theft, vandalism and graffiti. Materials shall permit the removal of graffiti rather than painting over. A description of the characteristics of the equipment related to resistance to theft and vandalism shall be included in the proposal, specifically to protect equipment and cash.
- e) All equipment must be designed in order to integrate into the natural environment where it will be installed. Grey or black colours for these elements, or brown in Gatineau Park, in order to match with the existing colour palette of other NCC equipment, will be given extra consideration. Other alternatives deemed compatible

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- may be acceptable. If required, any roof, shelter, independent signage and other physical element on site must be resistant and be designed in order to be as discrete as possible. Design of these structures must be approved by the NCC
- f) Installation of the equipment must be carried out according to state of the art trade practices.
 - g) All electronic and electrical equipment required to operate the system in real time (or near real time) and transmit secure electronic payments shall be designed and installed according to Government of Canada approved security standards, found in Appendix B section 6.1.
 - h) The Supplier shall not collect and keep on its servers any historical data regarding credit or debit cards.
 - i) Solutions using solar energy will be favored as long as they fulfill all technical requirements, are reliable and address the theft and vandalism factor. Required specifications must be clearly indicated and said choice be justified in the proposal.
 - j) The equipment must have a useful life of no less than 10 years.
 - k) Technical specifications demonstrating that all requirements are met shall be provided with the Proposal.
 - l) Documentation demonstrating that the equipment is duly approved by an accredited organisation recognised in Canada shall be provided with the Proposal

4.3 Gates

For sites where a gated system is required, each site shall be equipped with entrance and egress gates with automated control of access to parking lot or site allowing management of fee collection.

- a) The remoteness of certain sites makes the equipment vulnerable to theft and vandalism. Special attention must be paid to the gates. They must be very robust.
- b) Gates shall be easy to replace quickly in case of vandalism.
- c) The specifications of the components of the cabinets, motors, control panels and other equipment needed to operate the gates shall be resistant and easily serviceable.

Minimum specifications expected are:

- a. Gate Cabinet:
 - i. Heavy-duty, NEMA 4 rating.
 - ii. High impact resistant cover
- b. Service Access:
 - i. Removable cover for access to drive mechanism and electrical connections.
 - ii. Motor Characteristics:
 - iii. 1.5 Second opening time. (0 degree to 90 degree)
 - iv. Instant reversing motor
 - v. Direct drive motor / gear reducer assembly.
 - vi. Internal thermal/overload circuit breaker protection with automatic reset
 - vii. Maintenance Free Drive Assembly.
 - viii. All motor, relay and solenoid power shall be provided with fused protection
 - ix. Shall not utilize belts or pulleys in the drive assembly.

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- c. Control Panel:
 - i. Plug-in installation
 - ii. ON/OFF main power and logic circuit breakers
- d. Gate Arm:
 - i. Sturdy Design (up to 3.5 metres)
 - ii. Folding gate arms to be provided without exposed hardware to cause the arm to fold on low overhead applications.

If the products offer equivalent specifications, the equipment can be proposed with a listing of all the specs and explanation of the differences.

- d) The system shall be installed and programmed, and equipped with a device that allows for the gate to be raised long enough allowing the normal entrance or egress of one vehicle while preventing a second vehicle from following while the gate remains open.
- e) All other equipment necessary for the functioning of the gate shall be included in the Proposal, along with technical description
- f) The system shall be designed so emergency vehicles can gain access to the site unimpeded and without time constraint. A fully automated solution that does not require to break the gate or to lift it manually will be privileged
- g) The gate should be equipped with an automated system that can advise the Supplier's management service when it is not functioning or is broken. A fully automated solution will be favoured.

4.4 Ticket Distribution Device

For sites where a gated system is required, a ticket distribution device shall:

- a) Be installed ahead of the gate and be equipped with a system allowing the gate to open.
- b) Provide the customer with a receipt indicating the date, time of arrival and name of the location, written in the client's language choice or in both official languages
- c) Be equipped with a screen or display panel indicating clearly, in both official languages or through pictograms, how to operate the system. In Quebec, French shall be presented first.
- d) Provide sufficient lighting on the screen to allow legibility at all times.
- e) Include a system allowing communication with the Supplier in real time if assistance is needed.
- f) ideally comprise the functionality to read passes (pass reader device)

4.5 Seasonal and Access Card Reader

For sites where a gated system is required, a pass reader, integrated or not to the ticket distribution device shall:

- a) Allow detection of seasonal passes and access cards, and opening of the gate.
- b) Allow detection of different types of passes and cards for statistical purposes
- c) Provide a solution that combines this functionality with the ticket distribution device.
This solution will be given extra consideration

4.6 Automated Payment Device Connected to Egress Gate

For sites where a gated system is required, an automated payment device shall be installed at the exit of the site and shall:

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- a) Be equipped with a system accepting the following forms of payment:
 - i. Cash in Canadian dollars, paper and coin
 - ii. Major credit cards
 - iii. Passes and access cards
 - iv. Debit card when permitted by regulation
- b) If the technical solution offered by the Supplier includes pay on foot machines, the exit payment device does not have to accept cash.
- c) Cash containers must hold enough money for a normal usage of sites
- d) Cash containers shall be built to avoid theft. A description of the security components must be included in the Proposal
- e) Be equipped with a screen or display panel indicating clearly, in both official languages or through pictograms, how to operate the system. In Quebec, French shall be presented first.
- f) Provide various receipt options, in the client's official language or in both official languages
- g) Include a system allowing communication with the Supplier in real time if help is required
- h) Be equipped with a system that issues a ticket that activates the egress gate and only allows one vehicle at a time
- i) Be lit adequately.

4.7 Pay on Foot Machine

Depending on the Supplier's technologies, site analysis and technological options available, a pay on foot machine, not linked to the gate, may be part of the equipment for sites where a gated system is required. The machines shall:

- a) be equipped with a system accepting the following forms of payment:
 - i. Cash in Canadian dollars, paper and coin
 - ii. Major credit cards
 - iii. Debit card when permitted by regulation
- b) Cash containers shall hold enough money for a normal usage of sites
- c) Cash containers shall be built to avoid theft. A description of the security components must be included in the Proposal
- d) Be equipped with a screen or display panel indicating clearly, in both official languages or through pictograms, how to operate the system. In Québec, French shall be presented first.
- e) Provide various receipt options, in the client's official language or in both official languages
- f) Include a system allowing communication with the Supplier in real time if assistance is needed.
- g) Be equipped with a system that issues a ticket that activates the egress gate and only allows one vehicle at a time
- h) Be lit adequately.
- i) Not be installed in a secluded location where user security might be threatened. If feasible and where applicable, the machine should be located close to the Service Pavilions. Locations will be approved by the NCC
- j) Provide resistance to adverse weather without the need for a heated shelter. If a non-heated shelter is required it must be designed (material and design) in order to

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integrate into the natural environment where it will be installed. A roof solution will be given extra consideration over a shelter. The design of these elements must be approved by the NCC

4.8 Pay and Display Machines

Sites that do not require a gated system, shall be equipped with pay and display machines. The machines must meet the following requirements:

- a) Pay and Display machines that are powered by solar energy will be favored because of the cost required to provide an electrical supply and a better telecommunication network. A proposal using a technology other than solar could be submitted with a technical justification. The alternate proposal must include all costs related to electrical supply and telecommunications network.
- b) The proposed equipment must function entirely with the existing telecommunications network presently available at each site
- c) Be equipped with a system accepting the following forms of payment:
 - i. Cash in Canadian dollars, accepting at least coins
 - ii. Major credit cards
 - iii. Debit card when permitted by regulation
- d) Be equipped with a screen or display panel indicating clearly, in both official languages or through pictograms, how to operate the machine. In Québec, French shall be presented first.
- e) Provide various receipt options, in the client's official language or in both official languages
- f) The ticket must be designed to be placed inside the vehicle. The information on the ticket must be visible to the NCC officer that will ensure compliance with the fee regulation.
- g) Pay and Display machines must include a system allowing communication with the Supplier in real time if assistance is needed.
- h) Be lit adequately.
- i) Operation of solar energy system must be explained, including how long the battery lasts on its own power and its expected lifecycle
- j) Cash containers shall hold enough money for normal usage of sites
- k) Cash containers shall be built to avoid theft. A description of the security components must be included in the Proposal
- l) Machines must be theft and vandal resistant. A description of the features of the machines reducing risks for theft and vandalism must be included in the Proposal

4.9 Seasonal Pass and Access Card and Accessories

The systems offered must provide for the use of seasonal passes and limited time access cards. These passes and cards must include the following requirements:

- a) Client (user) seasonal passes shall:
 - i. Be made of sufficiently durable materials to resist a full season;
 - ii. Be compatible with the two types of equipment (with and without gates)
 - iii. Be designed to be easy to handle and visible from outside the vehicle when in sites with Pay and display machines
 - iv. Allow the holder access only to the sites for which the pass was issued, in the case of gated sites

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- v. Allow continued traceability of the transactions made by its holder, limited to user name, site and date and time period
- b) Temporary access cards must be provided to allow event organizers repeated entry to and egress from the site. Temporary access cards shall:
 - i. Be designed in a more economical manner since they are not reusable
 - ii. Allow the card holder access only to the sites for which the card was issued and for the time frame it is issued for
 - iii. Allow continued traceability of the transactions made by its holder
 - iv. Allow setting of different rates
- c) A system (pass, card or other) giving access to certain designated NCC employees and designated contractors in charge of site and parking lot maintenance
- d) Seasonal passes shall be issued by the Supplier and be included in the Turn-key service, as described in section 6.
- e) Three portable validators are required and must be included, in order that NCC staff and site operators can issue non seasonal access passes and cards. All transactions made through validators must be automatically entered into the system, as part of the Turn-key service contract; Validators must be entirely linked to the Supplier's system
- f) All accessories required to operate the system, including but not limited to paper, ribbons for printers, batteries, etc., must be included within the Proposal

4.10 Security Devices

Security devices must be integrated within the equipment.

- a) Surveillance cameras shall be installed to secure equipment at certain sites, given the remoteness of the sites under consideration. These cameras will also serve to secure clients when doing a transaction.
- b) Cameras must:
 - i. Be robust
 - ii. Be linked in real time (or near real time) to the Supplier's system to permit immediate action if required
 - iii. Meet Federal Government requirements related to privacy protection
- c) Equipment must be provided with a system that transmits information about malfunction or defect of equipment or components to the Supplier's management service, in real time (or near real time). A description of this functionality must be included in the Proposal

4.11 Display and Signage

All visual information needed by the client (user) to understand the devices and the system must be included in the Proposal. Signage and signs must meet the following requirements:

- a) Wherever possible, displaying the information required to use the system should be designed to be integrated with the rest of the system devices rather than displayed separately. If however, the Supplier's system is designed with separate displays or signs, the equipment shall meet the same standards of quality and resistance to weather conditions and vandalism as identified in the RFP.
- b) The display must include sufficient information to make the operation clearly understandable. It shall also include business days and hours, and rates.

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- c) Messages on display devices shall be in both official languages. Display must be as follows:
 - i. in Québec, French first
 - ii. in Ontario, English first
- d) No commercial display shall be authorized on the equipment other than the Supplier's logo, as long as it remains discreet.
- e) At all times, messages shall be approved by the NCC and comply to its graphic image and to applicable regulations

5 Technology Platform Requirements

The technology platform refers to all hardware, programs, software and interfaces required for the transmission in real time (or near real time) of the information regarding the network. The following requirements must be met:

5.1 Components, Functions and Attributions

The platform shall:

- a) Include all elements required for the transmission of the network information, in real time (or near real time) and on the frequency required by the NCC;
- b) Be based on a structure that allows the main system to be relayed in case of malfunction;
- c) Allow quick processing of the information, including but not limited to the transactions, reporting information and the identification of operating problem.
- d) Offer the NCC at all times an opportunity to access in real time or near-real time certain surveillance tools using a special application or by any other means.
- e) Ensure that all required computer systems and technological equipment installed on site shall be centrally linked to the Supplier's management system to ensure real time or near-real time management of site capacity, transactions, operating problems and customer request responses if needed.
- f) Allow electronic transmission in real time (or near real time) or, when needed, to the NCC or Gatineau Park Contract Manager of all pertinent information to update the electronic billboards informing visitors of site capacity. This information permits to redirect them to other locations where parking is available.
- g) Provide a client interface to the NCC to allow remote access to the system. The NCC prefers a Web client to a heavy client interface. The Supplier shall detail how this will be addressed in the Proposal.
- h) Allow for automated opening and closure of gates with schedules that may vary from site to site
- i) Allow for configuration of access cards with a variety of dates and operating hours
- j) Allow for automated updates, without physical human intervention on site
- k) Allow for data recovery if a computer or a component fails
- l) Include three software licences.

5.2 Communication Failure

- a) In case of a service interruption due to a communication failure, the control software shall reinitialize automatically, reload the database, operating system and all pertinent system files, and re-establish its online capability without human intervention.

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- b) At the resumption of communication, all system peripherals shall come back on line with the same status as before the failure. In addition, all changes of status which have taken place during the interruption shall automatically update all appropriate files as soon as communication returns.
- c) The Proposal shall explain how the transactions are to be handled and how the customers will exit in case of power failure. All equipment shall be designed to operate for a given amount of time on an emergency power supply. The Supplier shall propose a timeframe within the Proposal.
- d) An automated mechanism allowing egress gates to open must be part of the system and its functioning must be explained in the Proposal
- e) The system shall be able to support, with no information loss, sporadic telecommunication failures lasting approximately 60 minutes. Technical information on the functioning shall be provided in the Proposal
- f) The system shall be able to support telecommunication failure. Specific technical information must be provided within the Proposal in a case of telecommunication failure

5.3 Technical Improvements and Progress

- a) All technical updates and improvements are the sole responsibility of the Supplier, and at no additional cost for the NCC. The Supplier shall inform the NCC of any improvement or progress to the equipment. Updates must include but not be limited to changes to the currency.

6. Requirements Regarding Services

The Supplier shall provide the services to implement the system and a Turn-key service. All requirements within the RFP shall be met.

6.1 System Implementation

The Supplier shall provide the following services:

- a) Preparation, validation and counselling on the choice of equipment as they relate to the needs identified, and considering existing technical considerations
- b) Supply and installation of all equipment and IT system required, and programming according to identified needs
- c) Installation of the system and site preparation as described in section 7 of the RFP
- d) A two week testing period prior to official opening of the system

6.2 Turn-key service

- a) A Turn-key service shall be provided for a ten year term, from the date the system is operational in 2014 until March 31, 2024
- b) The Turn-key Service shall include all services detailed in the following paragraphs:
 - 6.2.1 Customer service
 - 6.2.2 System programming and updates
 - 6.2.3 Comprehensive Maintenance Service
 - 6.2.4 Revenue Collection
 - 6.2.5 Data collection
 - 6.2.6 Reporting requirements

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6.2.1 Customer Service

All identified customer (user) services listed below must be part of the Turn-key service:

- a) The Supplier shall offer remote bilingual assistance at all times during the operational season.
- b) A centralised bilingual help service must be available at all times, 24 hours per day, 7 days a week. Service includes responding to customers having difficulty using the devices or in emergency situation where a remote intervention to open the egress gate is required. The service shall also address all problems related to equipment and devices, malfunction, theft and vandalism. An integrated system that can address both types of requests is required.
- c) The Supplier shall provide the service of a responsible bilingual company / person that can be on the premises in case the system is not operational and the vehicles cannot exit the site, within no more than 20 minutes from the time the need is reported. In case of an emergency, the company / person must be able to make the decision of calling the appropriate services.
- d) Procedures to determine actions needed to be taken by Supplier's staff in emergency situations shall be developed and fully implemented at all times by the staff. The proposed approach must be described within the Proposal. They shall be updated from time to time, when needed.
- e) Operation of a bilingual on-line seasonal pass system, managed by the Supplier. The sale of daily passes will be given extra consideration. The Supplier shall include within the Proposal a complete description of the operations for the sale of on-line seasonal passes.
- f) Procedures shall be developed with the NCC for the different types of passes: seasonal passes and access cards used for events, by employees and by the Land Management Contractors acting on behalf of the NCC to maintain and manage the sites. These procedures will vary from site to site, to take into account different requirements.

6.2.2 System Programming and Updates

All required programming and update services shall be included within the Turn-key service, and must include:

- a) Initial programming of the system to respond to the RFP requirements and as discussed with the winning proponent after award of contract
- b) Programming of all operational changes that will take place over the lifetime of the contract.
- c) Technical advice to assist the NCC Program Manager in improving the operation, management and profitability of the automated fee system.
- d) The system shall be flexible in terms of rates and fee periods, and be easy to modify quickly: parking terms and conditions vary from site to site.
- e) The system shall offer the possibility of accessing more than one site with one payment.
- f) Modification to the information displayed on the equipment or on signs, within a reasonable timeframe and when required
- g) Three licenses must be provided and updated as needed, as required under 5.1 l)

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6.2.3 Comprehensive Maintenance Service

The Comprehensive Maintenance Service is part of the Turn-key service and must comprise three distinct Maintenance Plans.

- a) The Supplier must include in the Turn-key service all required services and costs, as specified in the three Maintenance Plans:
 - i. Predictive maintenance
 - ii. Preventive maintenance
 - iii. Reactive maintenance
- b) The Supplier must ensure at all time the proper operation of all equipment, related material and accessories in order to maintain the required high level service.
- c) A detailed list of the proposed tasks in each of the Maintenance plans included in the Turn-key service must be provided
- d) Time limits for each task of the Maintenance plans must be provided, taken into account the severity of the impacts on the system;
- e) The Supplier must perform, within the set time limits, the repair or replacement of all defective equipment or material, regardless of the cause. Replacement of components rather than repair on the premises will be privileged if it reduces delay of malfunction of the system. If said time limits cannot be respected, the Supplier shall put in place the necessary measures to ensure that the service remains available and that the NCC continues to receive the expected revenues.
- f) The Proposal shall include an alternate plan in case of failure;
- g) The Supplier shall maintain all equipment according to industry standards as outlined in the maintenance manuals provided by the Supplier (said measures shall be taken within specified timeframes).
- h) It is the Supplier's responsibility to see to the maintenance of the equipment in all cases.

6.2.3.1 Predictive Maintenance Plan

- a) All costs associated with the tasks of the Predictive Maintenance Plan, including labor and material costs shall be included in the Turn-key service
- b) At a minimum, all tasks identified below must be executed as part of the Predictive maintenance plan:
 - i. Inspect visually all components of the devices
 - ii. Test operation of all devices and mechanism, including cash and credit card dispenser
 - iii. Inspect visually components related to cash
 - iv. Check amount of paper and fill if needed
 - v. Check amount of cash and fill dispensers if needed, following the security protocol and procedures and be executed by an authorised staff
 - vi. Execute all other tasks included in the Plan submitted in your Proposal
- c) Tasks must be executed every day, when cash is collected, or within the timeframes of the schedule proposed by Supplier and approved by the NCC
- d) Once a year, an asset condition report must be produced by the Supplier and provided to the NCC
- e) A detailed Predictive maintenance plan must be submitted as part of your Proposal

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6.2.3.2 Preventive Maintenance Plan

- a) All costs associated with the tasks of the Preventative maintenance program, including labor and material costs shall be included in the Turn-key service.
- b) At the minimum, all tasks identified below must be executed as part of the Preventative maintenance plan:
 - i. Clean all components of the devices
 - ii. Lubricate components
 - iii. Check all pieces of equipment, screws, nuts and others
 - iv. Check tension of appropriate piece of equipment
 - v. Replace or fill dispensers with proper accessories like paper, ribbons for printer and any other required for the functioning of equipment and system
 - vi. Repair deficient components and pieces of equipment
 - vii. Temporarily replace deficient components and pieces of equipment when delays to repair prevent customers to pay or create a situation that is inconvenient for the clientele
 - viii. Remove and store equipment at the Supplier's premises for the period of time the system is not in operation
 - ix. Reinstall and start-up the equipment before the beginning of each operating season
 - x. Execute all other tasks include in the Plan submitted in your Proposal
- c) Tasks must be executed at the frequency suggested by the manufacturers or within timeframes of the schedule proposed by Supplier and approved by the NCC
- d) A detailed Preventative maintenance plan must be submitted as part of the Proposal
- e) The Supplier shall take all necessary measures to prevent theft or vandalism by inspecting and continuously monitoring the condition of equipment and ensure rapid repair of any defective equipment, within the approved timelines.

6.2.3.3 Reactive Maintenance Plan

- a) All labor costs associated with the Reactive maintenance repairs for the first 10 occurrences per year shall be included within the Turn-key service.
- b) Cost of material required to meet the requirements of the Reactive Maintenance Plan will be paid in addition to the Turn-key Service and according to the cost included in Appendix E2 and/or according to the Standard Offer Agreement for the cost of materials not included in the Appendix.
- c) All labor costs required to complete the tasks that must be accomplished to solve all events after the tenth occurrence in each year will be paid in addition to the Turn-key Service and according to the Standard Offer Agreement.
- d) All tasks identified below must be executed as part of the Reactive maintenance plan, as part of the Turn-key Service:
 - i. Repair and replace all defective components of the system
 - ii. Restore the equipment if it possible to do so, by cleaning or painting it
 - iii. Replace the equipment with a new one, if it cannot be restored to its original state or to a state to the satisfaction of the NCC by painting or cleaning it
 - iv. Remove Graffiti.
- e) Supplier must develop response times to remove graffiti, taking into account severity and damage to the functioning of the system.

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- f) Timeframes for each task must be indicated in the Proposal, taking into account severity of impacts to the system.
- g) Tasks must be executed within timeframes of the schedule proposed by the Supplier and approved by the NCC.
- h) A detailed Reactive Maintenance Plan must be submitted as part of the proposal.
- i) The Supplier shall fill out reports of theft and vandalism and then invoice the NCC in accordance with the Contract terms.
- j) In the case of negligence of the Supplier, regardless of paragraphs above, the Supplier shall be responsible to ensure replacement at its own cost.

6.2.4 Revenue Collection

- a) All tasks related to revenue collection shall be included within the Turn-key service
- b) Revenues collection shall be undertaken following a strict security protocol to be approved by the NCC. A summary of the protocol shall be included in the Proposal. The Protocol may need to be modified from time to time for security reasons. Any new protocol must be approved by the NCC.
- c) Devices that contain cash shall be built in a manner to avoid potential theft
- d) Staff responsible to count revenues shall not be the same as those who participate in the collection process. Revenue collection process shall be included in the Proposal
- e) Financial transactions including credit card process shall be part of the Turn-key service and be handled with applicable security regulations

6.2.5 Data Collection

All tasks related to data collection shall be included within the Turn-key service:

- a) The technology which will be used to control the Automated Parking Management System and the financial operations shall also allow the monitoring of the operation of the equipment and detect, in real time (or near real time), when the parking lots or sites are operating at full capacity.
- b) The system shall record all revenue and transactions with users.

6.2.5.1 System Data

- a) The Supplier shall collect in real time (or near real time) the data generated by the system regarding site capacity.
- b) The Supplier shall implement a data collection system with an architecture that allows for dynamic management of the parking lots, in real time (or near real time) by transmitting the information about site capacity and the number of available parking spaces for each within the Gatineau Park.
- c) The Supplier shall establish a system allowing for automatic follow up with seasonal subscribers at least one (1) month before the beginning of the season. The system shall only include names, complete addresses and email addresses.

6.2.5.2 Personal Data

- a) All personal data collected by the Supplier is subject to the laws governing privacy protection, among others the *Privacy Act (Canada)*, as amended from time to time. The users' right to privacy must never be compromised. The Supplier shall adopt

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appropriate measures to protect the confidentiality of the information and ensure its security.

- b) The Supplier shall not keep on its server any historical data regarding credit or debit cards.

6.2.5.3 Access to Files

The Supplier must guarantee the NCC full unrestricted access to all files in its possession related to this Project, for the term of the contract.

6.2.6 Reporting Requirements

At the minimum, all requirements related to reporting identified below shall be included within the Turn-key service:

- a) Detailed reports shall be provided to the NCC four times a year, for the periods ending June 30, September 30, December 31 and March 31. The reports shall be made available within 10 days following the end of the period. They shall include among others:
 - i. Total revenue per site, broken down by days, hours, seasonal passes and types of payment
 - ii. Number of tickets lost, per site and per day
 - iii. Statistics on attendance
 - iv. Statistics on the use of access cards
 - v. Statistics regarding intervention required to solve operational problems, remotely or on premises, including response times
- b) Said reports shall not be required for the periods when the sites are not in operation
- c) An annual audited revenue report for each fiscal year ending March 31 is required. Said report is due to the NCC within 60 days from March 31 of the given year.
- d) A summary of complaints received and/or recommendations to improve customer service or fee structure must be part to the annual report.
- e) Additional reports may be requested and shall be included in the Turn-key service
- f) The NCC shall be informed of any act of theft or vandalism, or incident of any other nature requiring a security intervention. A report to that effect shall be submitted within 24 hours following the incident. Said information shall be included in the year-end report.
- g) Any anomaly shall be reported as soon as it comes to the attention of the Supplier, and a report transmitted immediately to the NCC.
- h) Under his administration, the Supplier shall deposit in a separate bank account all revenues collected from fee collection.

7. Requirements for the Preparation and Installation of Equipment and System

- a) The Supplier shall supply, install and program all elements required to ensure proper functioning of the system, as described in Part 1 section 3.
- b) The Supplier shall submit drawings and specifications of the equipment for approval
- c) The Supplier is responsible for the programming of the system, as required in the RFP
- d) The system shall be operational no later than April 1, 2014. On site works will start in summer 2013, following a schedule to be approved. Installation of the equipment

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shall be coordinated with on-site works. Some sites are not accessible during the winter season.

- e) A detailed schedule with steps and timeframes for each step shall be submitted by the Supplier in the Proposal.

7.1 Installation of the Gated System

- a) The Supplier is responsible for the installation of its equipment and of the following: the electrical cables from the Electrical kiosk to the automated parking equipment, the telecommunication system wiring from the post, in the NCC provided duct and the interconnection power and communications wiring between automated parking equipment. The Supplier shall provide all necessary peripheral communications and power equipment and wiring necessary to ensure the parking system operates as intended.
- b) In order to ensure proper coordination, the equipment required for the sites with a gated system shall be integrated with the works planned for site preparation executed by another contractor, as explained in 2.3 on page 10. Conceptual designs are available on the NCC FTP site NR51 (See in front end documents for details), as reference documentation. It is highly recommended to consult the drawings to understand the issues and solutions envisioned for each site. These works are not part of this RFP.
- c) The Supplier shall ensure that his experts in automated parking management systems work with the site preparation contractor to ensure proper coordination of the work.

7.2 Installation of Pay and Display Machines

- a) Pay and display devices shall be installed by the Supplier at locations approved by the NCC. Locations will be determined taking into account other equipment on site and the most appropriate location for the customer/ user.
- b) Drawings and specifications must be submitted by the Supplier for all equipment and works on site, including Pay and display devices, and if required, bollards or other security equipment, concrete base and display signage. They must be submitted for approval before they are installed
- c) The Supplier shall install Pay and display devices in accordance with industry standards, once locations and drawings are approved by the NCC
- d) As-built drawings must be submitted
- e) The only telecommunication and electrical services that are being provided by Bell and as submitted by Bell are identified in tables 1 (page 8) and 2 (page 2). All requirements above and beyond to ensure the functioning of the system shall be under the responsibility of the Supplier. All costs associated with the supply and installation must be part of the proposal.

PART TWO: TERMS AND CONDITIONS

8 Type of Agreement

8.1 Services

The NCC wishes to enter into a contract with the selected supplier 1) for the purchase, installation and programming of the necessary equipment and of the required I.T. licenses and 2) for the delivery of a Turn-key service related to the implementation, operation and maintenance of an automated parking management system as outlined in the RFP.

8.2 Term

The contract shall be for approximately ten (10) years, awarded in 2013 until March 31, 2024. The Turn-key service contract shall be from the date the system is operational (in 2014) to March 31, 2024.

8.3 Service Expansion and Additional Sites

Over the term of any resulting contract, the NCC may choose to automate the management of additional sites and purchase additional equipment and services.

9. Financial Model

9.1 Acquisition Cost of Equipment

- a) The NCC will acquire and own all equipment located on the sites.
- b) The NCC will pay for the purchase and installation of the equipment to be acquired in one single payment upon presentation of the invoice, 30 days after acceptance of work and successful testing period.
- c) The NCC may acquire additional equipment if needed over the term of the contract. The Supplier shall submit unit costs for the acquisition and installation of additional equipment. Said unit costs shall be guaranteed for the first year of the contract.
- d) As of the second year of the contract, the unit costs will be set based on market value at the time of purchase. Market value shall be defined as the price of the most recent sale concluded (invoiced) with one of its clients, taking into account the amount of equipment, or a better offer from the Supplier.
- e) Unit costs of equipment determined under paragraphs c) and d) shall also apply for replacement of equipment as required in the Reactive maintenance plan, and according to conditions set out in the Plan.
- f) Should the NCC wish to implement the automated system at other sites, a different financial model could be negotiated, according to the costs set out in paragraphs c) and d).

9.2 Turn-key Service Fees

- a) The Supplier shall provide a Turnkey service for the operation of the automated parking management system as described in this RFP. The NCC shall pay a monthly fee for the months during which the system is in operation. A reduced fee schedule to cover the maintenance of the system and equipment while the system is not in operation shall be included in the proposal.

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- b) The monthly Turn-key service fee for the first year shall be outlined in Appendix E3.
- c) The monthly Turn-key service fees for the following years will be adjusted for inflation, as follows: using the Consumer Price Index (CPI) issued by Statistics Canada, specifically the overall index for Ottawa-Gatineau, from January to January of each year.
- d) The NCC shall use the Consumer Price Index (CPI) to adjust the service fee of the contract. The service fee for the first Year of the contract shall be the service fee as provided by the Contractor and indicated in the Appendix E3 of this RFP. For subsequent years of the contract, the Turn-key service fee shall be established as follows:

The **Turn-key** service fee (excluding taxes) for the second year of Contract (April 1, 2015 to March 31, 2016) shall be based on the Turn-key service fee (excluding taxes) during the first Year (ending March 31, 2015), plus or minus a price adjustment based on the Consumer Price Index (CPI) – All Items Ottawa-Gatineau (AIOG), specifically the variation in percent between the CPI-AIOG of January 2015 and January 2014, plus applicable taxes.

Example only:

CPI-AIOG for January 2014 is 133.9.

CPI-AIOG for January 2013 was 131.6.

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

(decrease if variation in % is negative)

Subsequent years shall be established using the same format.

9.3 Revenues

- a) Under his administration the Supplier shall deposit all revenues collected from fee collection in a separate bank account on behalf of the NCC.
- b) The Supplier shall remit on a monthly basis all revenues collected on behalf of the NCC within thirty (30) days following receipt of an invoice from the NCC to that effect. The Supplier will be invoiced on a monthly basis according to the reports provided by said Supplier. The NCC reserves the right to adjust the amounts to be invoiced upon receipt of the audited financial statements.

9.4 Standing Offer Agreement

The NCC intends to award a Standing Offer Agreement (SOA) for the term of the Contract to the Successful Proponent for labor and material costs not included in the Turn-key Service, and as defined under Section 6.2.3.3 Reactive Maintenance Plan.

10 Safekeeping of Equipment

The Supplier is entrusted with the safekeeping of the equipment. As guardian of the equipment, the Supplier will be responsible for damages to and loss of the equipment unless the Supplier demonstrates the damage/loss is the result of a Force Majeure and/or act of God.

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At the end of the term of the Contract, all the equipment purchased by the NCC must be returned to the NCC in an acceptable condition considering normal wear and tear.

11. Insurance

The Supplier shall maintain a Liability insurance policy that will comply with the terms set out in Appendix B, clauses B9.1 to B9.11.

12. General Terms and Conditions

Definitions and general terms and conditions that apply to this RFP are set out in Appendices A and B and shall form part of the Contract

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PART THREE : PREPARATION AND ASSESSMENT OF THE PROPOSAL

13. Joint Venture Submissions

The NCC may accept detailed proposals from joint venture entities. Note that all detailed proposals, schedules, forms etc. submitted to the NCC by a joint venture, as part of their response to the RFP, must be signed by an authorized representative of each of the firms comprising the joint venture. Each detailed proposal submitted by a joint venture must include a covering letter advising the NCC of the constituent firms' intention to operate as a joint venture if they are awarded a contract. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each constituent firm. The covering letter submitted with each detailed proposal must include a statement acknowledging that each party to the joint venture understands and agrees that they are jointly and severally liable for all obligations under the RFP as well as any contract awarded as a result of the RFP. Note that if the successful Supplier is a joint venture, the signed joint venture agreement must be submitted prior to contract award.

In any joint venture, only one individual shall be identified as contract representative. This individual shall be responsible for any and all reporting and communication requirements.

Note: This RFP will not consider proposals from any joint venture in which contractors separate contracting activities among themselves and operate independently. Any such proposal shall be deemed non-responsive and excluded from further consideration.

14. Requirements Regarding Presentation of the Proposal

14.1 General Information

- a) All detailed proposals may be submitted in French or English.
- b) The proposal shall include a mandatory part, a technical part and a financial part (in Canadian dollars), presented separately, and according to the indications in this Section.
- c) Interested suppliers shall submit their detailed proposal on paper, in seven copies.
- d) A non-mandatory briefing session is scheduled for May 10, 2013. Interested suppliers shall confirm their attendance with Nathalie Rheault at nathalie.rheault@ncc-ccn.ca no later than May 7, 2013. The meeting will take place at 40 Elgin Street, Room 702, at 1:00 PM and last about one (1) hour. The NCC will not reimburse suppliers any costs for attending this briefing session.

14.2 Content of the Technical Part

Documents of the technical part shall be submitted in the following order:

- i. Appendix D1 Mandatory Requirements
- ii. Appendix D2 Technical Content
- iii. Appendix D3 List of Equipment per Site
- iv. Written proposal as per paragraph 15.2.2

14.2.1 Step 1 - Mandatory Requirements:

- a) The Proposal shall include all mandatory requirements indicated in Section 4.1. Appendix D1 shall be duly filled, including the reference column.

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- b) The Proposal shall meet all the mandatory requirements identified in Appendix D1 in order to move to Step 2 and be rated on the technical part.

14.2.2 Step 2 - Technical Content

The technical part shall be presented in the following order, and be succinct while fulfilling all requirements identified in the RFP. It shall include, in the following order:

- a) Appendix D2
- b) A two-page summary presenting the product, supplier and customer service
- c) A description of all equipment and services required, for each site and for the overall system, as detailed in section 3 and Appendix D3. For the site where two options are possible as proposed in table 4, both types of equipment shall be described.
- d) Technical specifications and accreditation documentation of the equipment, as detailed in section 4
- e) Drawings and description of all on-site equipment, including colours, signage positioning and size, and Supplier logo
- f) A description of the IT system, as detailed in section 5
- g) A description of the Turn-key service, detailing each of the components of the proposed service for the 6 components of the Service, as described in Section 6 :
 - i. Customer service
 - ii. System programming and updates
 - iii. Comprehensive Maintenance Service
 - iv. Revenue collection
 - v. Data collection
 - vi. Reporting requirements
- h) A detailed project work plan, including but not limited to, the steps required to carry out the project, meetings with the project manager, and coordination meetings
- i) The work plan shall include a schedule that takes into account lead times for the delivery and installation of the equipment, programming of the various functions of the data processing system, breaking-in of the system and training of the staff if required.
- j) Sufficient information to give the NCC the assurance that the Supplier has the necessary capability and financial stability to commit to a 10-year Turn-key service contract.
- k) Relevant experiences and expertise related to a project of this nature for:
 - i. The firm;
 - ii. The project leader;
 - iii. The project team;
 - iv. The person in charge of customer service.
- l) An org chart shall be included in the Proposal
- m) A brief description of three examples of similar integrated systems implemented and managed by the Supplier within the last 5 years, including the client's full contact information as well as the Supplier's responsible project manager. The NCC may contact at least one of these references.

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14.3 Step 3 – Content of the Financial Part

The financial part must be submitted under sealed envelope, separate from the content of steps 1 and 2 (mandatory requirement and technical content), using the formats and forms under Appendix E. It must include:

- a) Acquisition, installation and programming cost of the equipment per site – Appendix E1
- b) A list of the unit costs of the equipment for the first year; the NCC may decide to add other sites during the contract – Appendix E2
- c) Monthly and annual Turn-key service fees for all services required, detailed per site- Appendix E3

14.4 Standing Offer Agreement (SOA)

The financial part must also include Hourly Rate for Reactive Maintenance Services not included in the Turn-key Service, as indicated in Section 6.2.3.3. These Hourly Rates/Unit Prices must be representative of the calculations used in establishing the financial component of the proposal where applicable. The SOA shall be based on the rates provided in the Hourly Rate/Unit Price for Reactive Maintenance Services as indicated in Appendix E4. This Appendix will not form part of the Financial Evaluation.

15 Assessment of the Proposal

15.1 General Information

- a) The proposals will be assessed by an NCC in-house team according to the process set in this part of the RFP.
- b) All technical, service and other requirements outlined in this RFP will be evaluated.
- c) The proposals missing evaluated elements will lose points.
- d) The assessment process will take place in three steps :

15.2 Step 1 – Mandatory Requirements

- a) All mandatory requirements listed in Appendix D1 shall be included in the Proposal. Appendix D1 shall be entirely filled out and identify in which section of the Proposal the content can be found.
- b) Mandatory requirements are not rated. The Proposal shall meet all the mandatory requirements identified in Appendix D1 in order to move to Step 2 and be rated on the technical part.

15.3 Step 2– Rating the Technical Proposal

- a) The technical proposal will be rated according to Table 4. All required information shall be provided in the Proposal

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Table 4 Technical Proposal – Rating Criteria and Points

Content of Technical Evaluation	RFP Reference	Criteria rated	Points
Step 1 - Mandatory Requirements			
	Appendix D1	Resistance of equipment to harsh weather	Yes/No
		Compliant to PCI DSS, level 1 or 2	Yes/No
		Compliant to CSA or ULC	Yes/No
		Compliant to universal accessibility standard	Yes/No
		IT system hosted on the Supplier's site, in Canada	Yes/No
		All mandatory requirements must be met in order to move to step 2	0
Step 2 - Technical Rated Evaluation			
Quality and functionality of outside equipment		Detailed list of equipment per site	
		Technical specifications of equipment	
		Easy to use (readability, help button, language choice, ...)	
		Features to address vandalism	
		Adequate design, lighting and display signage	
		System's global functionality	
		Features related to detection of defects, theft, vandalism, breakdown	
		Security of cash	
		Lifetime of equipment / Autonomy of battery	
		All other item within the RFP	
Total			15
Quality and Functionality of Support Computer Systems		Technical specifications and description of computer systems	
		Client interface	
		Programming flexibility	
		System's capacity to react to power / telecommunication failure	
		Automated solution for emergency situation	
		Global system's security	
		All other item within the RFP	
Total			15

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Content of Technical Evaluation	RFP Reference	Criteria rated	Points
Quality of Turn-key Service		Customer service	
		Integrated management service for customer and technical help 24 hours / 7 days	
		Approach to emergency situations	
		On-line seasonal pass	
		Response time in emergency situation	
		Programming	
		Changes to fees, adjustments to signage, to equipment because new currency	
		Updates to software	
		Update / replacement of servers	
		Weekly back-up of servers	
		Comprehensive maintenance service	
		Quality of 3 maintenance plans	
		Timeframes	
		Revenue collection and credit card processing	
		Data collection	
		Reporting	
		All other item within the RFP	
Total			35
Implementation of Service		Work plan	
		Schedule	
		Coordination with contractor	
		Staff training	
		Break-in period, adjustments to system	
Total			10
Skill and Experience		Firm	
		Project manager	
		Implementation team	
		Customer and management services team	
Total			20
Grand Total			100

- b) A proposal must meet all mandatory requirements (step 1) and receive a minimum of 75 points out of 100 (75%) on the Technical part(step 2) in order to move on to Step 3.

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15.4 Step 3 – Rating the Financial Proposal

- a) The envelopes containing the financial components for each technical proposal that met the mandatory requirements in step 1 and obtained 75% and over in step 2 shall be opened, evaluated and rated using the criteria detailed in table 5.

Table 5 Financial Proposal - Rating criteria and points

Criteria rated	Points
Acquisition and installation cost of equipment	30
Unit cost of additional equipment	20
Annual Turn-key Service fees	50
Total	100

- b) The financial proposal submitting:
- The lowest total cost for acquisition and installation of equipment for 8 sites, excluding applicable taxes, will receive 30 points;
 - The lowest total for unit prices, excluding applicable taxes, will receive 20 points;
 - The lowest total annual Turn-key Service Fee for 8 sites, excluding applicable taxes, will receive 50 points;
- c) The scores for all other acceptable proposals will be allocated on a proportional basis. Where applicable, the score for the financial proposal will be determined using the present value of annual figures quoted by the Supplier in Appendix E2
- d) The cost in Appendix E4 Standing Offer Agreement are not part of the financial evaluation.

15.5 Selection of a Proposal

- a) Final selection will be based on the total of the scores for the technical proposal (100 points) and financial proposals (100 points).
- b) The Supplier who obtains the highest total score shall be selected as the successful Supplier. In the event that the NCC and the successful Supplier fail to reach an agreement, the NCC reserves the right to proceed to the Supplier that received the second highest score.

15.6 Selection of the Type of Equipment for one Site

NCC will choose the type of equipment between a gated or a Pay and display system for Mackenzie King Estate, at its sole discretion.

16. Acceptance of Proposal

- a) The NCC reserves the right to reject any or all of the proposals submitted, to cancel the request for proposal and/or to reissue the request for proposal in its original or revised form. The NCC also reserves the right to negotiate with the successful Supplier and/or any or all Suppliers.

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- b) Without limiting the generality of Section 17 a), the NCC may reject any proposal, based on an unfavorable assessment regarding the adequacy of the proposed Service fee to carry out the work or the Supplier's performance on other contracts, including but not limited to, any contracts the Supplier may have had or may still have with the NCC.
- c) In assessing the Supplier's performance on other contracts, the NCC may consider, but shall not be limited to, such matters as: the Supplier's efficiency and workmanship and the extent to which the Supplier executed the work in accordance with the contract terms and conditions.
- d) The NCC may reject a bid where any of the following circumstances is present:
 - i. the Supplier or any employee or subcontractor included as part of the proposal, has been convicted under Section 121 ("Frauds on the government" & "Contractor subscribing to election fund") or 418 ("Selling defective stores to Her Majesty") of the Criminal Code;
 - ii. with respect to current or prior transactions with the Government of Canada the Supplier is bankrupt
 - iii. where, for whatever reason, its activities are rendered inoperable for an extended period; the NCC receives evidence, that it deems satisfactory, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any form of discrimination, on the part of the Supplier, its employees or any subcontractor included in the proposal; the NCC has exercised its contractual right to suspend or terminate for default a contract with the Supplier, its employees or any subcontractor included in its bid; the NCC determines that the Supplier's performance on other contracts, including efficiency and workmanship as well as compliance with contract terms and conditions is sufficiently poor to jeopardize the successful completion of the current Project.
- e) Where the NCC intends to reject a proposal pursuant to a provision of Section 17d), the Contracting Authority shall so notify the Supplier and allow ten (10) days for the Supplier to respond before making a final decision regarding the rejection of the proposal.

17. Conditions of Contract Award

The successful Supplier shall provide the following as a condition of Contract award:

17.1 Joint Venture Agreement

If the successful Supplier is a joint venture, the signed joint venture agreement must be presented to the NCC prior to contract award.

17.2 Employment Equity

As per the Federal Contractors Program for Employment Equity, federal contractors with a resident workforce of 100 or more employees (as defined in the Act and Regulations) which bid on goods and services contracts of \$200,000 or more must certify their commitment to implement employment equity. Once a Supplier is awarded a contract of \$200,000 or more (including all applicable taxes), the organization is then required to honor its commitment of implementing employment equity as on-going obligation, and not simply during the life of the

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Contract. The successful Supplier shall certify its commitment to implement and/or renew its commitment to employment equity if it has or will have a workforce of 100 or more employees by completing and returning the form in Appendix E.

17.3 Proof of Insurance

The successful Supplier shall provide proof of insurance as specified in Appendix B, clauses B9.1 to B9.11.

17.4 Security Requirements

The successful Supplier shall provide the name and contact information for their Company Security Representative (CSR). The NCC will conduct a security check of the selected supplier as specified in Appendix B, clause B1.11.

18. Limitations & Cautions

- a) The NCC reserves the right to ask a Supplier for clarification regarding any required document submitted in response to the RFP that, in the sole opinion of the NCC, is deemed to be marginally responsive or vague. No information previously submitted to the NCC may be incorporated in this RFP by reference but shall be resubmitted with the detailed proposal. Moreover, the NCC will not accept additional information after the RFP deadline.
- b) Nothing, including but not limited to this RFP or the Supplier's response hereto, shall in any way impose a legal obligation on the NCC to purchase or otherwise acquire any product or service from the Supplier, until such time as a contract has been executed by the NCC and the successful Supplier.

19. Proposal Validation Period

- a) The Proposal shall not be withdrawn for a period of 120 business days following the date and time of tender closing.
- b) The NCC reserves the right to seek an extension to the Proposal validity period. Upon notification in writing from the NCC, Suppliers shall have the option to either accept or reject the proposed extension.
- c) If the extension is accepted, in writing, by all those who submitted Proposals, then the NCC shall continue immediately with the evaluation of the Proposals and its approvals processes.
- d) If the extension is not accepted in writing by all those who submitted Proposals then the NCC shall, at its sole discretion, either:
 - i. continue to evaluate the Proposals of those who have accepted the proposed extension and seek the necessary approvals; or
 - ii. cancel the RFP

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APPENDICES

Appendix A Definitions

In this Contract, unless the context requires:

“Accessory” means good that is not equipment or a device or computer material. An accessory is often disposable and required for the functioning of the system. Quantity depends on the number of users, and includes but not limited to paper for ticket dispensers, passes, paper required for reports, ribbon for printers and any other accessory required for the functioning of the system

“Act” means the National Capital Act, R.S.C. 1985, c. N-4 as amended and the regulations enacted thereunder.

“Applicable Laws” means, at any time, with respect to any Person, property, transaction or event, all applicable laws, by-laws, statutes, regulations, treaties, judgments, decrees and (whether or not they have the force of law) all applicable official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any governmental authorities or Persons having authority over any of such Person, property, transaction or event and includes all Environmental Laws.

“Business Day” means any Monday to Friday inclusive, except statutory holidays in the Provinces of Quebec and Ontario. This definition applies to contract coordination, but is not applicable to the Service to be performed by the Supplier pursuant to this Contract.

“Business Hours” means the hours between 8 a.m. and 5 p.m. on any Business Day. This definition applies to contract coordination, but is not applicable to the Service to be performed by the Supplier pursuant to this Contract.

“Canada’s Capital Region” is synonymous with National Capital Region (referred to herein as the “NCR”) and has the meaning ascribed thereto in the Act.

“Component” means a part of an asset which represents not more than 50% of the total Replacement cost of the entire asset. This includes, but is not limited to, items such as control panels, motors, etc.

“Condition based monitoring” or **“CBM”** means observing and reporting (monitoring, testing, etc.) the state of a system and its Components in order to determine when/if Maintenance is actually necessary.

“Contract” means the contract entered into between the Supplier and the NCC resulting from the RFP and includes these General Terms and Conditions, the RFP document, and any addendas issued during the tender period and all appendices with such additions, deletions and other modifications as may be required.

“Consumables” means products that are routinely used up and purchased while a system is in operation and are intended for recurrent replacement as recommended by the original equipment

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manufacturer and/or industry best practices. These items include but are not limited to: seals, sealants, tapes, adhesives, lubricants, cleaners, screws, bolts, washers, clamps, lamps, etc

“Detailed Proposal” or “Proposal” means a proposal submitted by a Supplier in response to the RFP, which will be evaluated by the NCC for the purpose of selecting a Successful Supplier.

“Employees of the Supplier”, “Supplier’s Employees”, “Personnel of the Supplier” and “Supplier’s Personnel”, whether in upper or lower case, signifies any person employed by the Supplier and include dependent Suppliers and any subcontractor of the Supplier as well as their employees and volunteers.

“Equipment” means any physical permanent object required for the functioning of the automated management parking system, including but not limited to gates, ticket dispensers, cameras, computers and other IT components, and all other equipment identified in the RFP

“Event of Insolvency” means any of the following events:

- (i) if proceedings are instituted by or against the Supplier to cause it to be wound up, dissolved, liquidated and, in the case where such proceedings are instituted against the Supplier, the Supplier acquiesces in such proceedings, or the Supplier has its existence terminated or has any resolution passed therefore, or makes a general assignment for the benefit of its creditors or a proposal under any legislation dealing with insolvency or bankruptcy, or is declared bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors;
- (ii) if a court of competent jurisdiction enters an order, judgment or decree approving a petition or proceedings filed against the Supplier seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, winding up, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors; or
- iii if a trustee in bankruptcy, receiver and manager, liquidator, administrator or any other officer with similar powers is appointed for the management of all or any substantial part of the property of the Supplier.

“ Force Majeure” means any of the following events which (i) prevents the performance by the Selected Supplier of its obligations pursuant to this Contract, and (ii) is not caused by and is beyond the control of the Selected Supplier: acts of God, earthquakes, tidal waves, hurricanes, windstorms of extreme violence or intensity, other exceptional climatic condition of extreme violence or intensity, lightning, wars (whether declared or not), riots, insurrections, rebellions, civil commotions, sabotage, partial or entire failure of Utilities, strikes or other labour disruptions, shortage of and inability to procure labour, materials and supplies (after best efforts have been made by the Selected Supplier to obtain replacements for such labour, materials and supplies) or orders, legislation, regulations and directives of any governmental authorities. With respect to : partial or entire failure of utilities, strikes or other labour disruptions, shortages of and inability to procure labour, materials and supplies, or orders, legislation, regulations and directives of any governmental authorities, an increase in the cost on an annual basis of any such

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factor of less than twenty-five per cent (25%) compared to the amount budgeted for such factor in any approved payment schedule, or a delay of less than two weeks in the time for performance of any services required under the Contract, shall be deemed not to be, and shall not be claimed to constitute an event of Force Majeure.

“**Maintenance**” means any action taken to keep the equipment and system in a state where it may be safely utilized for its designed purpose. Notwithstanding the generality of the aforementioned, Maintenance also includes:

- a) “**Predictive Maintenance**” means the application of condition-based monitoring or testing of assets for the purpose of early detection and elimination of equipment and component defects that could lead to unplanned downtime or unnecessary expenditures. Generally speaking, this type of Maintenance is conducted while the equipment is in normal operation, with little or no process interruption. The purpose of this type of Maintenance is to determine the condition of in-service equipment in order to predict when Preventative Maintenance should be performed. Tasks and timelines are identified in the RFP and will be detailed at the signature of Contract
- b) “**Preventive Maintenance**” means all systematic, predetermined Work performed to a schedule with the aim of preventing the premature wear and tear or sudden failure of assets or Components. This type of Maintenance is proactive and usually involves the planned replacement of Consumables or Components based on specifications provided by the manufacturer and/or the NCC and/or as specified in this Contract. For the purposes of this Contract, Preventive Maintenance shall include without limitation such activities as regular inspections, start-up and reinstallation of system, cleaning and lubrication of components, etc.
- c) “**Reactive Maintenance**” means the Maintenance required after an event, malfunction or failure of an asset or a Component. . This type of Maintenance is usually (but not exclusively) triggered by equipment failure or vandalism and requires immediate response and action from the Supplier. Tasks and timelines are identified in the RFP and will be detailed at the signature of Contract

“**NCC**” means the National Capital Commission, a federal Crown corporation, incorporated under the Act.

“**Person**” means any individual, corporation, partnership, trust, other legal entity, other incorporated association or a government or political body.

“**NCC**” means the NCC.

“**Request for Proposals**” (referred to in this Contract as “RFP”) means the request for proposals issued by the NCC pursuant to NCC RFP file number NR51.

“**Revenues**” All revenues that the Supplier derives from all sources and services provided (SSBS) for the duration of this contract, particularly all fees charged by the Supplier for the sale, use, rental or supply of goods and services (hereinafter referred to as the “supplies”), including the supplies resulting from telephone orders, whether they are paid for in cash or acquired on credit, as well as all other amounts received during activities conducted with respect to the

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service. No deduction or reserve may be made for accounts that have not been collected or cannot be collected. For the purposes of this Contract, the supply of goods or services and the business activities conducted from the Automated Parking Management System include:

- a) business operations conducted by the Supplier or any other person authorized to conduct such operations ;
- b) amounts received in cash;
- c) amounts requested for the supplies on the date of the delivery of services or billing of the goods, as if these supplies had been immediately paid for in cash, regardless of whether these supplies are actually paid for and without consideration of the date of payment;
- d) deposits not reimbursed to customers;
- e) fees received from customers in the form of cash, credit or in kind, except the amount of settlements relating to theft or equipment breakage;
- f) amounts collected regarding insurance policies or compensation contracts, for the loss of markets, sales or benefits;
- g) revenues generated from the sale of gift certificates ;

« **Turnkey Service** » - All services required in the RFP for the operation of an automated parking management system that are subject to a monthly service charge. The Turn-key service includes 6 elements: customer service, programming and updating of software and system, comprehensive maintenance service, revenue collection, data collection, report production, as defined in Section 6 of the RFP , and for the duration of the contract.

“**Services**” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Supplier with respect to the Automated Parking Management System in accordance with the terms of this Contract and as more specifically set out in part one and part two of the RFP.

“**Standing offer agreement**” (SOA) is an agreement by which a Supplier agrees to supply goods and/or services, as requested by the NCC, for a specific period of time, at prearranged prices and as per the applicable terms and conditions set out in the agreement.

“**Turn-key Service Fee**” means the price that the Supplier submits to deliver all of the required turn-key services under Appendix E3.

“**Subject Matter**” means the fixed and portable assets and all duties and/or services related thereto, to be performed pursuant to the Contract.

“**Successful Supplier**” and “**Selected Supplier**” means the Supplier, if any, to whom the NCC has awarded the Contract.

“**Supplier**” is an entity engaged in business which submits a Detailed Proposal in response to the RFP in order to supply equipment and services to the NCC.

“**Term**” means the period starting at the Contract signature to March 31, 2024.

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“Work” means the whole of the goods, services, materials, equipment, software, matters and things required to be done, furnished or performed by the Supplier with respect to the Subject Matter in accordance with the terms of this Contract.

APPENDIX B: GENERAL TERMS AND CONDITIONS OF THE CONTRACT

SUPPLIER'S OBLIGATIONS

WORK/ SERVICES

B1.1 The Supplier agrees to use best practices, in compliance with the general terms and conditions of this Contract and with any laws currently in effect. The Supplier agrees to take, any steps required to fulfill his obligations under this Contract and to consider and comply with the terms of this Contract at all times, completely and faithfully. The scope of the Contract is established by the scope services stipulated in each section. The Supplier will ensure that he provides the services required in each section of the RFP even though individual tasks are not specifically identified.

TURN-KEY SERVICE FEE

B1.2 The Turn-key Service Fee provided with your Proposal cannot be changed for the entirety of the Term. However, it will include CPI adjustments as defined in the RFP.

LIMITATION ON NCC FINANCIAL OBLIGATIONS

B1.4 The NCC shall have no obligation to reimburse expenses, overhead costs, administrative expenses, or salaries and benefits of employees, and the Supplier shall not represent to third parties that the NCC has any such obligations,

BUSINESS PRACTICES

B1.5 The Supplier agrees to avoid the types of firms and business practices listed below and to stop any person from using the Services in whole or in part in the said manner. Moreover, he agrees to include the wording of this section in any agreement authorizing the use of the Services in whole or in part by a third party or parties:

- a) an operation in any line of merchandise or service which makes a practice of unethical or deceptive advertising or selling procedures; and
- b) any business practice which, whether through advertising, selling procedures or otherwise, may adversely affect the Services or the reputation of the NCC, or may reflect unfavorably on the Services or the NCC, or which may confuse, mislead or deceive the public.

BILINGUAL SERVICES

B1.6 The Supplier agrees that it shall employ, at its own cost and expense, competent employees and ensure that all direct services offered or required to be offered to the public can be provided at all times in both official languages of Canada.

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DUTY TO ACT IN GOOD FAITH

B1.7 The Supplier shall act diligently, efficiently, in good faith, in conformity with the requirement of insurers and in accordance with the standards applicable to a prudent owner in performing the Work.

WARRANTY

B1.8 The Supplier warrants that it is competent to perform the Service required under this Contract in that it has the necessary qualifications including, without limitation any licensing or certification requirements imposed by the applicable laws as well as the knowledge, skill and ability to perform the Service.

B1.9 Any work and/or service provided by the Supplier must be consistent with the established and generally accepted standards for supplies and services of the type covered by this Contract, in full compliance with the requirements and free from defect in material and workmanship.

Employee skills: The employees who will offer the technical services of equipment or technical system updating, maintenance and repair remain under the entire responsibility of the Supplier.

COMMITMENTS MADE IN SUPPLIER'S PROPOSAL

B1.10 In addition to the obligations contained in this Contract, the Supplier hereby undertakes to fulfill the commitments made in its Detailed Proposal which is incorporated by reference into this Contract. If there are any inconsistencies between the terms and conditions of this Contract and those set out in the Detailed Proposal, those terms and conditions contained in this Contract shall prevail unless the NCC otherwise elects.

SECURITY RISKS

B1.11 Since the National Capital Commission complies with the provisions of the Policy on Government Security, the Supplier shall ensure that none of the Employees of the Supplier and others for whom the Supplier is responsible and who are to perform the Supplier's obligations under this Contract constitute a security risk and shall, at the request of the NCC, ensure that all Employees of the Supplier and others for whom the Supplier is responsible who are to perform the Supplier's obligations under this Contract complete the NCC's security screening process in order that the NCC may obtain a security assessment for these persons.

For this contract, it was determined that the NCC shall require Reliability status.

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

The NCC shall process the clearances once the individuals have been identified. The appointed individuals shall receive appropriate instructions and training from the NCC Corporate Security.

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MEDIA RELATIONS

B1 12 The Supplier shall not act as a spokesperson for the NCC in dealing with the media. All requests for interviews or information on NCC matters made by the media must be forwarded to the NCC. The Supplier shall not give interviews without prior written approval from the NCC.

CONTRACTING

SUB-CONTRACTING

B2.1 The Supplier shall advise the NCC of any part of the Work that it wishes to subcontract prior to contracting for such Work and shall allow the NCC to review the terms of reference for such contract. If the scope of Work identified in the terms of reference for such contract or any other part of such contract is not satisfactory to the NCC, the Supplier shall make any modifications that the NCC requires.

DENIAL OF AGENCY

B2.2 Nothing contained in this Contract creates any relationship of agency, partnership, joint enterprise or any relationship other than a contractual one. In all respects the Supplier is acting in his own capacity, and all debts and liabilities to third persons incurred by the Supplier are and shall be exclusively for the account of the Supplier.

HEALTH AND SAFETY OF EMPLOYEES OF THE SUPPLIER

B2.3 In this Contract “OHS” means “occupational health and safety”.

B2.4 With respect to the work to be performed under the Contract, the Supplier covenants and agrees to perform at, and to enforce conformity with, a standard equivalent to or greater than the best OHS practices prevailing in the industry at that time (which include the identification, assessment and control of known and potential hazards inherent to this Contract, implement the appropriate controls and inform the concerned persons).

B2.5 The Supplier acknowledges that neither the Supplier nor the Employees of the Supplier are employees of the NCC or the Crown. Therefore, the Supplier shall be responsible for all health and safety matters relating to the Employees of the Supplier.

B2.6 The Supplier acknowledges that, to the extent that they may be affected by conduct of the work, it is responsible for the health and safety of persons on site; safety of property on site; protection of persons adjacent to the site; and protection of the environment.

B2.7 Without limiting the generality of the foregoing, the Supplier acknowledges that it is required to, and covenants and agrees to, comply and to enforce compliance with:

- a) La Loi sur la santé et la sécurité du travail du Québec and all regulations, policies or directives issued thereunder for work performed in Québec;
- b) the provisions of the Occupational Health and Safety Act of Ontario and all regulations, policies or directives issued thereunder for work performed in Ontario;
- c) Applicable provisions of the Canada Labour Code, Part II; and

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- d) Employment standards legislation in the province(s) in which any part of the work is performed.
- B2.8 Without limiting the generality of clause B2.7 prior to the commencement of the Services by the Supplier, the Supplier shall, at the Supplier's expense:
- a) Take all reasonable care to ensure that all persons employed in the performance of the work are informed of any health and safety hazard.
 - b) provide all persons employed in the performance of the work with prescribed materials, equipment, devices and clothing; and
 - c) Take all reasonable steps to ensure that all persons employed in the performance of the work are familiar with the prescribed circumstances and manner all prescribed materials, equipment, devices and clothing.

TREATMENT OF PAYMENTS & REVENUES

MANNER OF PAYMENT TO SUPPLIER

- B3.1 Provided that the Supplier is not in default hereunder, but subject always to the clauses dealing with set-off or withholding of payments, the NCC shall pay to the Supplier the Turn-key Service Fee set out in Appendix E3, pursuant to a payment schedule submitted annually by the Supplier.

REPORTING FOR REVENUE GENERATION

- B3.2 No later than 60 days following March 31 of each year, the Supplier will submit to the NCC an audited report of revenues collected and collected in advance or differed as defined in Appendix A, Definitions, and as detailed in Section 6, Reporting requirements.

ACCOUNTING & REPORTING REQUIREMENTS

MAINTENANCE OF RECORDS

- B4.1 The Supplier shall keep and maintain full and complete information, data and records of its activities and all financial transactions related to this Contract.

REPORTING FORMAT & CONTENT

- B4.2 The Supplier shall deliver all reports described in the reporting requirements set out in Section 5 of the RFP. Such reports shall be provided in the media and format specified, and shall contain all information specified in the reporting requirements set out in Section 6 of the RFP and elsewhere in this Contract. Without restricting the generality of the foregoing, the Supplier shall deliver reports containing information sufficient to enable the NCC to establish the Revenues generated by the Services.

SEGREGATION OF TRANSACTIONS & ACTIVITIES

- B4.3 The information, data, records and reports contemplated herein shall isolate those activities and financial transactions related to the management and operation of the Services under this Contract from any other activities and financial transactions involving the Supplier.

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DEFAULT IN MAINTENANCE OF RECORDS OR PRODUCTION OF REPORTS

B4.4 In the event that:

- a) the Supplier fails to maintain the information, data and records referred to in B4.2 in the manner stipulated;
- b) the Supplier fails to deliver the reports required by B4.2; or
- c) the Supplier's records are insufficient to permit a determination of the Revenues generated by the Services.

then, in addition and concurrently to any other rights the NCC may have, the NCC may, at the NCC's option and without notice, choose and employ an auditor to examine the books and records of the Supplier and obtain such other information as may be available to the NCC in order to enable the auditor to establish revenues generated by the Services, and cause statements thereof (the "Caused Statements") to be prepared and audited.

In this event, the Supplier shall repay to the NCC, forthwith, any shortage amount that may be owed to the NCC by the Supplier based upon such Caused Statements, and for all costs incurred by the NCC in relation to the preparation of such Caused

AUDIT

B4.5 The NCC, or the NCC's auditor may, without prior notice but during Business Hours, inspect, take extracts from, audit and review all the books and records of the Supplier and obtain such other information as may be available to the NCC in order to enable the auditor to establish revenues generated by the Services. These rights are extended to the NCC throughout the term and for a period of twenty-four months after the expiration of the Term or earlier termination of this Contract and SOA.

VARIATION IN AUDITS

RECONCILIATION OF INCONSISTENT STATEMENTS

B5.1 In the event that the Supplier provides to the NCC the audited statement required pursuant to clause B3.2 above and the detailed reporting requirements of this Contract for a particular NCC fiscal year during the Term, and the NCC performs or has performed an audit for such fiscal year and such audit should disclose discrepancies the respective auditors acting in good faith cannot resolve between them, then the NCC will provide the Supplier with the names of three independent auditors from which the Supplier shall immediately hire one of the three. The decision of said auditor will be final.

COMPENSATION

B5.2 In the event the independent auditor establishes that the NCC was underpaid owing to an error in any statement or report provided to the NCC, then the Supplier shall forthwith pay to the NCC the amount thereof. If the variance payable is more than five (5%) per cent of the lower amount before the adjustment, then the Supplier shall also pay to the NCC all costs of the audit by the NCC and also all costs of the independent auditor. In the event that the NCC has made an overpayment of any kind whatsoever owing to an

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error in any statements or reports provided to the NCC, then the Supplier shall forthwith reimburse to the NCC the amount thereof.

SECURITY OF RECORDS

SECURITY

B6.1 The Supplier shall respect the following clauses found in the Standard Acquisition Clauses and Conditions (SACC) Manual available at <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/4/4008/2> :

a) Use of Personal Information(4008 03): The Supplier agrees to create, collect, receive, manage, access, use, retain, and dispose of the Personal Information and the Records only to perform the Work in accordance with the Contract.

b) Collection of Personal Information (4008 04): If the Supplier must collect Personal Information from a third party to perform the Work, the Supplier must only collect Personal Information that is required to perform the Work. The Supplier must collect the Personal Information from the individual to whom it relates and the Supplier or must inform that individual (at or before the time when it collects the Personal Information).

c) Maintaining the Accuracy, Privacy and Integrity of Personal Information (4008 05): The Supplier must ensure that the Personal Information is as accurate, complete, and up to date as possible. The Supplier must protect the privacy of the Personal Information.

d) Safeguarding Personal Information (4008 06): The Supplier must safeguard the Personal Information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality.

e) Threat and Risk Assessment (4008 09): Within ninety (90) calendar days of the award of the Contract and, if the Contract lasts longer than one year, within thirty (30) calendar days of each anniversary date of the Contract, the Supplier must submit to the Contracting Authority a threat and risk assessment, which must include...

f. a list of all measures being taken by the Supplier to protect the Personal Information and the Records;

g. a detailed explanation of any potential or actual threats to the Personal Information or any Record, together with an assessment of the risks created by these threats and the adequacy of existing safeguards to prevent these risks; and

h. an explanation of any new measures the Supplier intends to implement to safeguard the Personal Information and the Records.

f) Audit (4008 10): Canada may audit the Contractor's compliance with these supplemental general conditions at any time. If requested by the Contracting Authority, the Contractor must provide Canada (or Canada's authorized representative) with access to its premises and to the Personal Information and Records at all reasonable times. If

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Canada identifies any deficiencies during an audit, the Contractor must immediately correct the deficiencies at its own expense

g) Disposing of Records and Returning Records to Canada (4008 12) : The Contractor must not dispose of any Record, except as instructed by the Contracting Authority. On request by the Contracting Authority, or once the Work involving the Personal Information is complete, the Contract is complete, or the Contract is terminated, whichever of these comes first, the Contractor must return all Records (including all copies) to the Contracting Authority.

h) Protection and Security of Data Stored in Databases (A9122C): The Contractor must ensure that all the databases containing any information related to the Work are located in Canada or, if the Contracting Authority has first consented in writing, in another country where... <https://buyandsell.gc.ca/policy-and-guidelines/node/6783>

i) The Supplier must keep under lock all documents, disquettes or any other support that contains personal information.

COLLECTION OF PERSONAL INFORMATION

B6.2 If personal information is collected during the Term, then the Supplier shall collect only the minimum personal information required directly from the individual from whom it relates, and inform the individuals from whom such information is being solicited of the uses of this information. The Supplier shall solely use the information for the intended purpose and prohibit any other use of this personal information. The Supplier shall not collect social insurance numbers.

RETENTION OF RECORDS

B6.3 Information collected, which has been used for an administrative purpose shall be retained by the Supplier for the Term or earlier termination of this Contract.

CONFLICT OF INTEREST/ PROHIBITED TRANSACTIONS

COMPLIANCE WITH POST-EMPLOYMENT RULES

B7.1 The Supplier agrees to co-operate fully with the NCC in monitoring compliance with the conflict of interest and post-employment code rules promulgated from time to time by the Treasury Board of the Queen's Privy Council and/or the NCC for matters arising during the Term of this Contract, whenever it is known to the Supplier.

CONTRACTING WITH NCC EMPLOYEES

B7.2 The Supplier agrees that it shall be absolutely prohibited from employing, contracting with, in respect of any part or parts of the Services, or in any other way entering into a commercial arrangement with any individual that is an employee, officer, or commissioner of the NCC or any of its advisory committees.

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CONTRACTING WITH RELATED CORPORATIONS

B7.3 The prohibition set out in clause B7.2 extends to any agreement or commercial arrangement with a corporation or other business organization in which a NCC employee, whether directly or indirectly, is an employee, officer, director, shareholder, partner, or is in any other way related, as defined in the Canada Business Corporation Act.

EXCEPTION

B7.4 The prohibition in clause B7.3 does not apply to agreements with corporations the shares of which are publicly traded, provided that the only relationship that exists between the NCC employee and such corporation is that of shareholder.

INDEMNITIES

INDEMNIFICATION AND RELEASE BY SUPPLIER

B8.1 The Supplier agrees to indemnify and save harmless the NCC and anyone for whom the NCC is responsible from all financial consequences, including reasonable legal fees, arising from any demands, claims or actions made or brought against the NCC, directly or indirectly, as a result of any injury or death or of damage to or loss of property due to any willful or negligent act, omission or delay on the part of any person, except the NCC and anyone for whom the NCC is responsible, in relation to or as a result of this Contract.

B8.2 The Supplier shall indemnify and save harmless the NCC in respect of any action, claim, cause of action, suit, debt, cost, expense or demand whatsoever, at law or in equity, arising by way of any breach by the Supplier, the Employees of the Supplier, its servants, agents or Persons for whom it is in law responsible, of any of the provisions of this Contract, or action taken by the Supplier outside the scope of its authority hereunder or by reason of the wrongful or negligent act or omission of any nature whatsoever (whether or not such wrongful or negligent act or omissions constitutes negligence, or a breach of contract, a tort, or a criminal offense) of the Supplier, or of the Employees of the Supplier, servants, agents or Persons for whom it is in law responsible. This obligation to indemnify shall continue, notwithstanding the expiration or earlier termination of this Contract, in respect of any cause of action or damages that arise directly or indirectly hereunder during the Term.

B8.3 The Supplier hereby releases the NCC and all of its servants, agents, employees, Suppliers and Persons for whom the NCC is in law responsible, from all liabilities, claims, actions, damages, losses and expenses of any kind, in respect of or arising from any breach by the Supplier, Employees of the Supplier, its servants, agents or Persons for whom the Supplier is in law responsible, of any of the provisions of this Contract, or any action taken by the Supplier outside the scope of its authority hereunder or by reason of the wrongful or negligent act or omission of any nature whatsoever of the Supplier.

B8.4 The Supplier further acknowledges that every indemnity, exclusion of liability, and waiver of subrogation contained for the benefit of the NCC herein or in any insurance policy required to be maintained by the Supplier hereunder, shall extend to and benefit all

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of the NCC's servants, agents, employees, Suppliers and other Persons for whom the NCC is in law responsible.

FAILURE TO PAY OR TO PERFORM

B8.5 The Supplier shall duly perform and observe each and every covenant, proviso or condition in this Contract that is to be performed and observed by the Supplier, including any and all payments agreed to be paid or payable under the Contract, on the days and at the times and in the manner herein specified. If the Supplier fails to pay any sums from time to time falling due under this Contract as and when the same become due and payable, or fails to perform or observe any of the covenants, provisos or conditions which under the terms of the Contract are to be performed, observed or kept by the Supplier, then the Supplier shall forthwith pay to the NCC on demand such sums in respect of which such default shall have occurred and all damages that may arise in consequence of the non-performance of any of the said covenants, provisos, or conditions.

FORBEARANCE NOT TO CONSTITUTE ESTOPPEL

B8.6 No neglect or forbearance of the NCC in endeavoring to obtain payment of any amount required to be made under the provisions of the Contract as and when the same become due, no delay of the NCC in taking steps to enforce performance or observance of the several covenants, provisos or conditions contained in the Contract to be performed or observed by the Supplier, no extension or extensions of time which may be given by the NCC from time to time to the Supplier, and no other act or failure to act of or by the NCC shall release,

INSURANCE

MINIMUM COVERAGE

B9.1 The Supplier must have and maintain in effect throughout the duration of this Contract and option years, if exercised, a comprehensive public liability policy that provides a minimum coverage of Five Million Dollars and No Cents (\$5,000,000.00) per occurrence, and that is otherwise satisfactory to the NCC;

B9.2 The policy must also include a deductible portion not to exceed \$5,000 and name the NCC as addition insured prior to the performance of any other obligation under this Contract

ASSIGNMENT OF INSURANCE

B9.3 The Supplier shall have the right to assign its interest in all such insurance to any secured lender. Without limiting the foregoing, any such assignment shall be subject to the requirements of this Contract.

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NON-CANCELLATION

B9.4 Each of the policies for such insurance required herein shall contain a condition to the effect that the insurer shall not cancel or alter such policy or permit it to lapse except thirty (30) Business Days after having given prior written notice to the NCC. The Supplier shall not do anything which may invalidate, adversely affect or limit any insurance policy referred to herein.

EVIDENCE OF INSURANCE

B9.5 The Supplier shall, concurrently with the execution of this Contract, provide certified copies of the policies of insurance and each subsequent year at a pre-established date during the term of this Contract and at any other times upon the NCC requirement.

ACKNOWLEDGEMENT OF RELEASE BY SUPPLIER OF CLAIMS & INDEMNITY

B9.6 In addition to the indemnities provided by the Supplier to the NCC in clauses B8.1 to B8.6 above, the Supplier hereby releases the NCC, all of its servants, agents, employees, Suppliers, and others for whom the NCC is responsible by law, from all liabilities, claims, actions, damages, losses and expenses arising out of the Supplier's negligence. The parties acknowledge that the Supplier has agreed that the NCC shall not be liable or responsible in any way for any injury or death to any person or for any loss or damage to any property at any time in, on or related to the Services provided with respect to this Contract.

ADDITIONAL INSURED & WAIVER OF SUBROGATION

B9.7 All insurance policies to be maintained by the Supplier hereunder shall name the NCC as an additional insured and shall contain a waiver of subrogation in favor of the NCC and a clause of cross liability and severability of interest.

CO-INSURANCE

B9.8 If any policies of insurance contemplated in this Contract contains a co-insurance clause, the supplier shall maintain at all times a sufficient amount of such insurance to meet the requirements of any such co-insurance clause so as to prevent the Supplier and/or the NCC from becoming a co-insurer under the terms of such policy or policies and to permit full recovery up to the amount insured in the event of loss.

EXCLUSION OF LIMITATIONS ON SUPPLIER'S LIABILITY

B9.9 The Supplier's liabilities and obligations shall not be restricted to any sums mentioned as minimums in any of the insurance clauses contained herein nor by any approval of the NCC pursuant to any provisions to clauses B9.1 to B9.8.

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PERIODIC REVIEW

B9.10 The NCC shall have the authority to review the required limits of insurance and may request increases to the insurance based on current experience and appropriate indexing as deemed reasonable by a prudent owner.

AMENDMENTS TO INSURANCE REQUIREMENTS

B9.11 The parties shall, from time to time, discuss insurance coverage and increases and decreases thereof and any appropriate amendments to clauses B9.1 to B9.9 this Contract.

ASSIGNMENT

PROHIBITION ON ASSIGNMENT

B10.1 The Supplier shall not assign any of its rights and benefits, or any of its duties or obligations hereunder or arising out of this Contract without the prior written consent of the NCC, which consent may be arbitrarily withheld. Every assignment or sub-contract, if any, shall incorporate all the terms of this Contract which can reasonably be applied thereto.

EXCEPTIONS

B10.2 Notwithstanding the provisions of clause B10.1, the Supplier may assign its interest in the amounts to be paid by the NCC to the Supplier hereunder as security for a borrowing related to the financing of the activities contemplated herein. The right to give such assignment as security is subject to the Supplier being in good standing hereunder at the time of such assignment as security.

DEFAULT AND TERMINATION

B11.1 If the Supplier:

- a) Fails to keep, perform or observe any of the covenants, agreements, conditions or provisions contained in this Contract and such failure continues for, or is not remedied within:
 - one (1) hour verbal notice by the NCC to the Supplier where the failure relates to public safety;
 - twelve (12) hour verbal notice by the NCC to the Supplier where the failure relates to property damage;
 - twenty-four (24) hour notice by the NCC to the Supplier for all other failures or such later time determined by the NCC.
- b) Has recurrent failures related to the same activity, covenant, agreement, condition or provision of this Contract the NCC reserves the right to notify the Supplier of the first incident before having recourse to the default and remedy provisions set out in this Contract;
- c) Suffers an Event of Insolvency; or

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- d) Purports to make any transfer or assignment of this Contract other than in compliance with the terms of this Contract;
- e) Delays in the performance of or fails to perform one of a series of periodic services;

The NCC shall have the following rights and remedies, which are cumulative and in addition to and without prejudice to any other right or remedy available that the NCC may have hereunder and pursuant to all Applicable Laws:

- i. to remedy or attempt to remedy any failure of the Supplier under this Contract for the account of the Supplier. The NCC shall not be liable to the Supplier for any loss, injury or damage caused by acts of the NCC in remedying or attempting to remedy such failures.
- ii. the Supplier shall pay all expenses incurred by the NCC in connection with remedying or attempting to remedy such default, including all reasonable administrative expenses;
- iii. to recover all damages and expenses incurred by the NCC as a result of any breach by the Supplier;
- iv. to terminate the Contract without further notice and claim immediate payment of any amount due by the Supplier to the NCC until such termination date;
- v. to withhold, in whole or in part, any payments otherwise due to the Supplier hereunder until such default has been remedied; and
- vi. As applicable, impose the monetary sanctions detailed in clause B11.2 below;

PENALTIES FOR DELAYS IN REPORTING AND PAYMENTS

B11.2 Notwithstanding the requirement for notice set out in clause B11.1 and in addition to the remedies set out in that clause, the supplier agrees that delays in reporting and payments will result in the automatic monetary penalties set out below. These penalties will be calculated on an annual basis and shall be paid by the supplier immediately upon receipt of a written notice from the NCC detailing the event of default:

- i. first occurrence of the default: penalty of \$250.00;
- ii. second occurrence of the default: penalty of \$500.00;
- iii. third occurrence of the default: penalty of \$750.00; and
- iv. each additional occurrence of default (following the third): \$1,000

NCC TERMINATION RIGHT

B11.3 In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, cF-11, this contract is subject to there being a parliamentary appropriation for the fiscal year in which a commitment is made under this Contract. If there is no parliamentary appropriation, the NCC shall have the right to deliver notice in writing to the Supplier terminating this Contract in its entirety and the NCC shall not be liable for any damages suffered by the Supplier as a result of such termination.

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DELIVERIES ON TERMINATION

- B11.4 On the expiry of the Term or earlier termination of this Contract, the Supplier shall within fifteen Business Days thereof deliver :
- a. a final accounting to the NCC
 - b. all documents, information, licenses and other belonging to the NCC.

RIGHTS ON TERMINATION

- B11.5 Any termination of the Contract shall release the parties from any further obligations hereunder except rights and obligations in respect of amounts owing, or to remedies with respect to any defaults or to matters with respect to which indemnities have been given hereunder.

REMEDIES CUMULATIVE AND NOT ALTERNATIVE

- B11.6 Mention in this Contract of any particular remedy of the NCC in respect of the default by the Supplier does not preclude the NCC from any other remedy in respect thereof, whether available at law or in equity or expressly provided for in this Contract. No remedy shall be exclusive of or dependent upon any other remedy, but the NCC may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and in addition to and without prejudice to any other right or remedy available.

GENERAL PROVISIONS

SEVERABILITY OF PROVISIONS

- B12.1 Each of the provisions contained in this Contract is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof.

ENTIRE CONTRACT

- B12.2 When duly executed by the Supplier and the NCC, the Contract shall constitute the entire agreement between the parties pertaining to the equipment and Services. There shall be no warranties, representations or agreements between the parties in connection with such Services except as specifically set forth or referred to in the Contract. All the provisions of the Contract shall be construed as covenants and agreements. Except as expressly provided in the Contract, no amendment, or waiver of any provision of such agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of the Contract shall constitute a waiver of any other provision and no waiver of any provision of such Contract shall constitute a continuing waiver unless otherwise expressly provided.

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HEADINGS & TABLE OF CONTENTS

B12.3 The inclusion of headings and table of contents in this Contract is for convenience of reference only and shall not affect the construction or interpretation of the provisions set out in this Contract.

CANADIAN PUBLIC ACCOUNTING STANDARDS

B12.4 Unless provided to the contrary herein, whenever reference is made in this Contract to the provision of financial statements, the preparation and delivery of financial information, or any matters ancillary thereto, the financial information shall be prepared in compliance with, and with consistent application of, the Canadian public accounting standards as they are set out in the related Handbook,. Any reference to generally accepted accounting principles contained in this Contract is deemed to be a reference to those principles.

APPENDICES & MATERIALS INCORPORATED BY REFERENCE

B12.5 These terms and conditions and all Appendices form part of the RFP and constitute an integral part of the RFP and the resulting Contract and SOA.

EXTENDED MEANINGS

B12.6 Unless otherwise indicated, references to articles, sections and recitals form integral part of this Contract. Changes in grammar, gender, number and syntax required by the identity, structure or nature of the parties shall in all cases be assumed as though in each case fully expressed.

NOTICE

B12.7 Except as expressly permitted in this Agreement, any notice or other communication required or permitted to be given hereunder shall be in writing and shall be given by post, personal delivery, facsimile transmission, or electronic mail as hereinafter provided. Any such notice or other communication, if delivered by post at any time other than during a general discontinuance of postal service due to strike, lockout or otherwise, shall be deemed to have been received on the fifth Business Day following the day on which the notice was sent, if personally delivered shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee, and if transmitted by facsimile transmission on the next Business Day following the date of transmission. Notice of change of address shall also be governed by this section. In the event of a general discontinuance of postal service due to strike, lockout or otherwise, notices or other communications shall be personally delivered, faxed or e-Mail and shall be deemed to have been received in accordance with this section. Notices and other communications shall be addressed as follows:

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- If to the NCC:

For reports and general information to:

National Capital, Commission, 40 Elgin Street, Ottawa, Ontario K1P 1C7

Attention: Manager, Planning and Branch Administration

Environment, Capital Lands and Parks

For contracting documents and insurance proof:

National Capital Commission, 40 Elgin Street, Ottawa, Ontario K1P 1C7

Attention: Nathalie Rheault, Senior Contract Officer, Procurement Services

- If to the Supplier:

To be determined by the successful Supplier after contract award.

B12.8 The word “notice” in Section B12.7 shall include any requests, statements or any other correspondence between the NCC and the Supplier.

TIME OF THE ESSENCE

B12.9 The deadlines shown in this Contract constitute a basic condition of this Contract.

JOINT & SEVERAL LIABILITY

B12.10 If the Supplier consists of more than one Person, the liability of each such Person will be joint and several.

DENIAL OF PARTNERSHIP

B12.11 It is understood and agreed that neither the provisions contained herein nor any acts of the parties hereto shall be deemed to create any relationship of agency partnership, joint venture or common enterprise other than a contractual one. In all respects the Supplier is acting in its own capacity and all debts and liabilities to third parties incurred are and shall be exclusively for the account of the Supplier.

SUCCESSORS

B12.12 The rights created by this Contract extend to the permitted successors and assigns of each of the NCC and the Supplier, and the liabilities created herein extend to and bind all successors and assigns of each of the NCC and the Supplier.

REPRESENTATION & WARRANTY REGARDING AUTHORITY

B12.13 The NCC and the Supplier each represent and warrant to the other party that they have full right, power and authority to enter into the Contract and to perform its obligations thereunder.

CONFIDENTIALITY

B12.14 Except as required by law, each of the parties hereto agrees to use reasonable efforts to prevent the disclosure or communication of the Contract and its terms, or of any reports, audits or financial information or any Agreements arising out of these Terms and

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Conditions and the Contract to any Person. Notwithstanding the foregoing, the Supplier acknowledges that the NCC is subject to the provisions of the Access to Information Act (Canada) and any other applicable law or regulation related to the access to information (the “Acts”) and may therefore be required to release information pertaining to these Terms and Conditions and the Contract which is the subject of a formal request under that act and which is not exempt from disclosure under the provisions of the Acts.

NO OFFER

B12.15 No contractual or other rights shall exist between the NCC and the Supplier as a result of the negotiation of the Contract until all parties have executed and delivered the Contract, notwithstanding that the NCC may have delivered to the Supplier an unexecuted copy of the Contract. Such delivery shall be for examination purposes only and does not and shall not create any interest by the Supplier in this Contract, or raise any estoppel against the NCC. Execution of the Contract by the Supplier and its return to the NCC shall not create any obligation on the NCC, notwithstanding the lapse of any time interval, until the NCC has in fact executed and delivered the Contract to the Supplier.

DISPUTES

B12.16 Where a dispute arises between the parties in connection with the Contract, the parties may retain an expert in the context of the dispute, provided that failure to do so shall in no way affect the jurisdiction of an arbitrator to arbitrate such a dispute. Notwithstanding the intention of the parties to negotiate, any bona fide dispute or question arising over any of the provisions of the Contract, its interpretation or effects may be submitted to non-binding arbitration. Any arbitration proceeding initiated in relation to this Contract shall be held in the National Capital Region and in accordance with the provisions of the Commercial Arbitrations Act (Canada) as it may be amended from time to time, and any legislation in replacement thereof. The arbitrators shall determine the process of the arbitration having due regard to the intention of the NCC and the Supplier that the arbitration be completed as expeditiously as possible in all the circumstances.

TAX STATUS OF THE NATIONAL CAPITAL COMMISSION AND INCOME TAX REQUIREMENTS

B12.17 The NCC is a Federal crown corporation subject to Federal Goods and Services Tax (GST), Ontario Provincial Sales Tax (OST), Harmonized Sales Tax in Ontario and/or Québec Sales Tax (QST). . Furthermore, each invoice sent to the NCC must provide the applicable sales taxes and must show the price before taxes. Federal Goods and Services Tax, Ontario Harmonized Sales Tax, and the applicable Provincial Tax must be added to each invoice or claim for payment and those taxes are to be shown separately on the invoices. Concurrently, with the execution and delivery of the Contract, the Supplier shall provide the NCC with the Supplier registration numbers. (See Appendix F).

B12.18 Pursuant to paragraph 221 (1) (d) of the Income Tax Act, the NCC must report on T1204 *Government Service Contract Payments* supplementary slip payments made under services Agreements (including Agreements involving a mix of goods and services). The

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Supplier must provide the NCC with his/her tax account identifiers and supply all other information as requested by the NCC in Appendix F.

FURTHER ASSURANCES

B12.19 The parties covenant and agree to execute and provide such further assurances as may reasonably be required to give effect to any provision of the Contract.

LAWS, REGULATIONS, BY-LAWS

B12.20 All Work pursuant to this Contract shall be performed in accordance with all Applicable Laws. The Supplier shall be responsible for any charges imposed by the Applicable Laws, and shall be unable to recover any amounts therefore from the NCC.

B12.21 Without limiting the generality of the foregoing, the Supplier shall be registered and comply with all regulations related to Work Place Safety and Insurance Board of Ontario and the “Commission de la santé et de la sécurité du travail du Québec”.

B12.22 The NCC reserves the right to terminate this Contract if the Supplier does not have all the necessary permits and licenses for the execution of the Work.

B12.23 The Supplier shall also ensure that all Work accomplished to meet the requirements of this Contract is in accordance with the latest of the applicable codes and standards and that any specialized work, such as electricity and plumbing be done by licensed workers.

INTERNATIONAL SANCTION

B12.24 Persons in Canada, and Canadians outside of Canada, are bound by economic sanctions. As a result, the NCC cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. Details on existing sanctions can be found at: <http://www.international.gc.ca/sanctions/index.aspx?lang=eng&view=d>

B12.25 The Supplier must not supply to the NCC any goods or services which are subject to economic sanctions.

B12.26 By law, the Supplier must comply with changes to the regulations imposed during the life of the Contract. During the performance of the Contract, should the imposition of sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services cause an impossibility of performance for the Supplier, the situation will be treated by the Parties as a force majeure. The Supplier must immediately inform the Commission of the situation and the procedures applicable to force majeure will then apply.

B12.27 The Supplier agrees that the NCC relies on this clause to enter into a Contract and any breach of this clause shall entitle the NCC to terminate this Contract for default and to recover damages from the Supplier, including procurement costs arising out of such termination.

B12.28 The Supplier agrees to bind each first-tier Canadian based sub Supplier by the terms of this clause.

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NO BRIBES

B12.29 The Supplier warrants that no bribe, gift or other inducement has been paid, given, promised or offered to any official or employee of the NCC for, or with a view to the obtaining of the Contract by the Supplier.

APPLICABLE TRADE AGREEMENTS

B12.30 This procurement is subject to chapter ten of the North American Free Trade Agreement (NAFTA).

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Appendix C Site Maps

See attached document

APPENDIX D Technical Proposal

D 1 Mandatory Requirements

The Supplier shall fill column « RFP Relevant Reference » and submit Appendix D1 as part of his Proposal. This content is not rated. In the event that the specified content does not meet the requirements of the last column, the technical content will not be evaluated and the Proposal will be rejected.

RFP Reference	Mandatory Requirements (See details in relevant sections identified in reference)	RFP Relevant References	Compliant Or included
4.1 a) and b)	Resistance of equipment to harsh weather		Compliant Yes / No
4.1 c)	Compliant to PCI DSS, level 1 or 2		Compliant Yes / No
4.1 c)	Compliant to CSA or ULC		Compliant Yes / No
4.1 d)	Compliant to universal accessibility standard		Compliant Yes / No
4.1 e)	IT system hosted on the Supplier's site, in Canada		Compliant Yes / No

Name of Supplier

Signature

Date

Request for Proposal NR 51 -
Implementation of an Automated Parking Management System and Related Services

Appendix D2 List of Items to Include in the Technical Proposal

The Supplier shall fill column « RFP Relevant Reference » and submit Appendix D2 as part of his Proposal.

Specific RFP Reference	Content of Technical Assessment (See details in relevant sections identified in reference)	RFP Relevant References
3, 4.2 to 4.11, 14.2.2c	Detailed list of equipment per site	
4.2, 14.2.2 d	Technical specifications and accreditation documentation of equipment	
4.2, 4.3, 4.6, 4.7, 4.8, 4.10	Description of features to resolve vandalism	
4.3 f and g, 4.10	Description of features and information related to emergency situations	
4.2, 4.4, 4.6, 4.7, 4.8, 4.9, 4.11, 14.2.2e	Information on design, lighting, signage of equipment	
	Description of the functionality of system	
4.10, 5.2	Information on how emergency situations, theft, equipment failure are dealt with	
5, 14.2.2 f	Description of computer system and list of equipment and material, client interface, programming	
4.2 f, 5.1	Overall security of system	
6.2, 14.2.2 g	Turn-key service	
6.2.1	Customer service	
6.2.2	Programming of system	
6.2.3	Comprehensive Maintenance Services- predictive, preventive and reactive	
6.2.4, 6.2.5, 6.2.6	Financial management system, revenue collection	
6.2.5	Real time data collection, capacity management, seasonal subscription	
6.2.6	Reporting	
7, 14.2.2 g and h	Implementation schedule, work plan, coordination	
14.2.2 i and j	Financial information on the firm	
1 14.2.2 j and l	Information on expertise and projects of the firm	
14.2.2 j	Identification and information on project manager	
14.2.2 j	Information on implementation team	
14.2.2 j	Information on customer service and management teams	
14.2.2 k	Org chart	

Name of Supplier

Signature

Date

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D3 List of Equipment per Site

The Supplier shall fill out the three pages of Appendix D3 and submit it as part of his proposal

Site	Equipments / materiel	Number Quantity
La Pêche lake	For 1 entry and 1 exit	
Gates		
Payment Device at exit		
Ticket distribution device at entry		
Pass Reader		
Intercom		
Camera		
IT Equipment and Material Please detail		
Pay on foot machine		
Shelter / roof if required		
Seperate signage if required		
All other equipment Please detail		
Philippe Lake	For 1 entry and 1 exit	
Gates		
Payment Device at exit		
Ticket distribution device at entry		
Pass Reader		
Intercom		
Camera		
IT Equipment and Material Please detail		
Pay on foot machine		
Shelter / roof if required		
Seperate signage if required		
All other equipment Please detail		
Meech Lake P11	Pay and Display	
Pay and Display		
Seperate signage if required		
Équipements et matériel informatique - Détaillez SVP		
All accessories		
All other equipment Please detail		
Meech Lake P12	Pay and Display	
Pay and Display		
Seperate signage if required		
Équipements et matériel informatique - Détaillez SVP		
All accessories		
All other equipment Please detail		

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Site	Equipments / materiel	Number Quantity
Meech Lake Haut P13	Pay and Display	
Pay and Display		
Seperate signage if required		
Équipements et matériel informatique - Détaillez SVP		
All accessories		
All other equipment Please detail		
Lac Meech Bas P13	PAy and Display	
Pay and Display		
Seperate signage if required		
Équipements et matériel informatique - Détaillez SVP		
All accessories		
All other equipment Please detail		
Domaine Mackenzie King P6	Gated Option For 1 entry and 1 exit	
Gates		
Payment Device at exit		
Ticket distribution device at entry		
Pass Reader		
Intercom		
Camera		
IT Equipment and Material Please detail		
Pay on foot machine		
Shelter / roof if required		
Seperate signage if required		
All other equipment Please detail		
	Pay and Display Option	
Pay and Display		
Seperate signage if required		
Équipements et matériel informatique - Détaillez SVP		
All accessories		
All other equipment Please detail		

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Site	Equipments / materiel	Number Quantity
Leamy Lake Park	For 1 entry and 1 exit	
Gates		
Payment Device at exit		
Ticket distribution device at entry		
Pass Reader		
Intercom		
Camera		
IT Equipment and Material Please detail		
Pay on foot machine		
Shelter / roof if required		
Seperate signage if required		
All other equipment Please detail		
Vincent Massey Park	For 1 entry and 1 exit	
Gates		
Payment Device at exit		
Ticket distribution device at entry		
Pass Reader		
Intercom		
Camera		
IT Equipment and Material Please detail		
Pay on foot machine		
Shelter / roof if required		
Seperate signage if required		
All other equipment Please detail		
Any Other Equipment required for the System		

Name of Supplier

Signature

Date

Request for Proposal NR 51 -
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Appendix E – Financial Proposal

**E1 Acquisition Cost of Equipment, including installation and implementation
(before applicable taxes).**

Site	Type of Equipment	Quantity (where applicable)	Total Cost
La Pêche Lake	With gates 1 entry and 1 exit		
Philippe Lake	With gates 2 entries and 2 exits		
Meech Lake P11	With Pay and Display		
Meech Lake P12	With Pay and Display		
Meech Lake P12 lower	With Pay and Display		
Meech Lake P12 upper	With Pay and Display		
Leamy Lake Park	With gates 1 entry and 1 exit		
Vincent-Massey Park	With gates 1 entry and 1 exit		
Total for 8 Sites			
Accessories		Provide quantity	
Paper included in cost			
Access Cards		50	
Passes for clients			
Software Licences		3	
Validator		3	
Total Accessories			
GRAND TOTAL			

Name of Supplier

Signature

Date

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**E2 Unit cost for 1 year, including installation and implementation
(before applicable taxes)**

Equipment / Device	Cost per unit (\$)
Gated and Payment at Exit System	
Gate	
Payment device at exit	
Ticket dispenser device at entry	
Pass reader if required	
Intercom	
Camera	
IT equipment and material (Please detail)	
Pay on foot machine	
Shelter / roof if required	
Separate signage if required	
Other (Please detail)	
Total for one installation (with one entry gate and one exit gate)	
Pay and Display System	
Pay and display machine	
Separate signage if required	
Other (please detail)	
Total horodateur	
Accessories	
Seasonal Pass	
Access Card	
Paper for ticket dispenser	
License	
Validator	
Battery	
Other (please detail)	

Name of Supplier

Signature

Date

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**E3 Turn-key Service Fees
(before applicable taxes)**

Turn-key Service Fees for first year (2014-2015)	Months	Fees per month (\$)	Total for 1st year
Lac La Pêche			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Lac Philippe			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Meech Lake P11			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Meech Lake P12			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Meech Lake Upper P13			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Meech Lake Lower P13			
Operational months	3	\$	\$
Non-operational months	9	\$	\$
Mackenzie King Estate P6			
Operational months	5	\$	\$
Non-operational months	7	\$	\$
Leamy Lake Park			
Operational months	4	\$	\$
Non-operational months	8	\$	\$
Vincent Massey Park			
Operational months	4	\$	\$
Non-operational months	8	\$	\$
Annual Total Fee			

1- Annual cost for Turn-key service must cover all services required in the RFP.

Name of Supplier
Signature
Date

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Appendix D4
Prices for Standing Offer Agreement

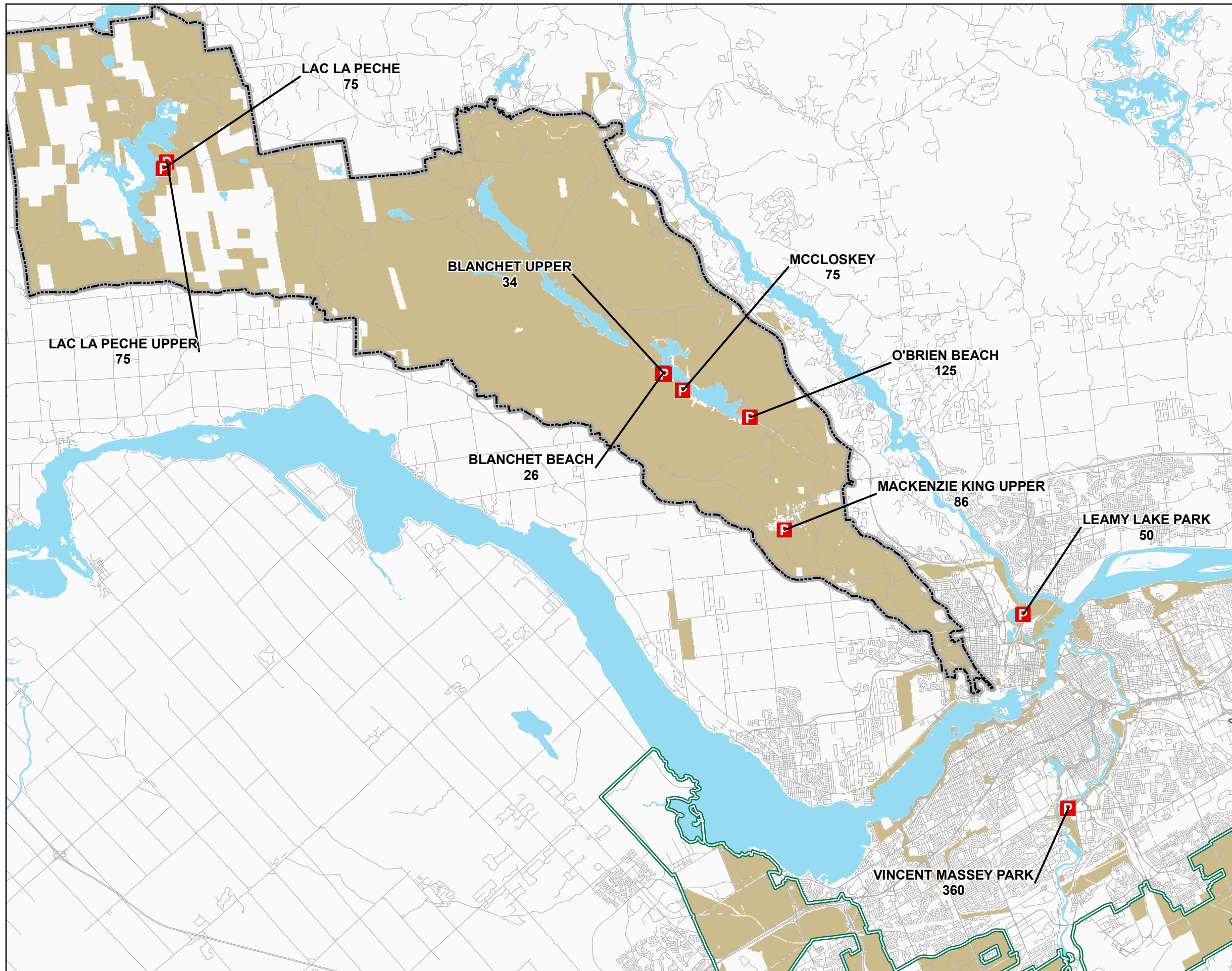
Hourly rates for the services not included in the Turn-key Services described in section 6.2.3.3 shall be submitted for the establishment of a Standing Offer Agreement. Appendix D4 is not part of the financial evaluation.

Type of Service	Hourly Rate Before applicable taxes

Name of Supplier





Signature

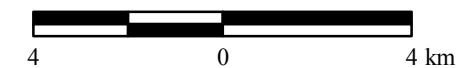
Date



NCC Parking Areas With Kiosks

Legend

-  NCC Pay Parking Kiosks
-  NCC Land
-  Gatineau Park Boundary
-  Greenbelt Border



Scale / Échelle: 1:160,000

Modified Transverse Mercator Projection
Projection Mercator transverse modifiée

Zone 9

North American Datum 1983
Système de référence nord-américain de 1983

Published / Publié: 2011-07-21

INSTRUCTIONS TO TENDERERS

1. Address

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

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

2. Delivery of Tenders

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

3. Unacceptable Tenders

Tenders not submitted on the accompanying Tender/Contract form.

Faxed tenders unless otherwise stated.

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

Incomplete tenders may be rejected.

Unsigned tenders shall be subject to disqualification.

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

4. Revision of Tenders

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

Faxes, letters or telegrams must clearly indicate required changes.

5. Security Requirements

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

INSTRUCTIONS TO TENDERERS

2. Acceptable Security

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

OR

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

OR

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

OR

- iv) Cash

3. Upon notification of acceptance of tender :

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

6. Acceptance of Offer

The lowest or any tender not necessarily accepted.

7. Completion of Tender/Contract Form

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

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

INSTRUCTIONS TO TENDERERS

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

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

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

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

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

8. Insurance

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

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

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

9. Applications for Approval Certificates

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

GENERAL CONDITIONS

1. Definition of Terms

In the Contract,

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

2. Assignment and Subcontracting

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

3. Members of The House of Commons

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

4. Indemnification

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

5. Property of the National Capital Commission

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

GENERAL CONDITIONS

6. Permits and By-Laws

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

7. Canadian Labour and Materials

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

8. Publicity

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

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

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

10. Contractor's Superintendent and Workers

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

GENERAL CONDITIONS

11. Co-operation with other Contractors

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

12. Claims Against and Obligations of the Contractor or Subcontractor

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

13. Project Manager/Officer's Rights and Obligations

The Project Manager/Officer shall:

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

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

GENERAL CONDITIONS

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

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

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

15. Changes in soil conditions, National Capital Commission delays

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

16. Protesting Project Manager/Officer's Decision

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

17. Suspension or Termination of the Contract

GENERAL CONDITIONS

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

18. Security Deposit

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

19. No Additional Payment

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

20. Determination of Costs

GENERAL CONDITIONS

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

21. Records to be Kept by Contractor

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

22. Extension of Time

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

23. Cleaning of Work

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

GENERAL CONDITIONS

24. Project Manager/Officer's Certificates

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

25. Payment

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

GENERAL CONDITIONS

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

26. Correction of defects

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

GENERAL CONDITIONS

27. Liability Insurance

The Contractor shall, at its own expense, purchase, provide and maintain in force for the duration of the contract comprehensive general public liability insurance, naming the Commission as co-insured, against claims for personal injury (including death) or property damage or public liability claims due to any accident or occurrence, arising out of or in connection with the execution of the contract, indemnifying and protecting the Commission to a limit of not less than two million (\$2 000 000.00) 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.

Occupational Health and Safety Requirements

1. General

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

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

2. Qualifications of Personnel

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

3. Certification

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

4. Plans Policies and Procedures

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

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

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

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

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

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

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

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

(c) resolution of deficiencies.

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

SECURITY REQUIREMENTS

Security Requirements

The NCC complies with Treasury Board's *Policy on Government Security* and consequently, it will require that the Contractor's employees 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.

The NCC reserves the right to not award the Contract until such time as the Contractor's 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**.

The NCC also reserves the right to request that the Contractor submit to a *Designated Organisation Screening* and/or *Facility Security Clearance*— depending on the nature of the information it will be entrusted with. In the event that the Contractor does not meet the requirements to obtain the requested clearance, the Contractor shall take the corrective measures recommended by the Canadian Industrial Security Directorate (of PWGSC) or by the NCC's Corporate Security in order to meet these requirements. If no corrective measures are possible or if the Contractor fails to take the recommended measures, then the Contractor shall be in default of its obligations under this Contract and the NCC shall have the rights and remedies listed in section 2.14, including the right to terminate the Contract without further notice to the Contractor.

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.

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;

SECURITY REQUIREMENTS

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

Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

- Act as liaison between the NCC's Corporate Security and the Contractor to ensure coordination;
- In collaboration with the NCC's Corporate Security, identify the Contractor's employees 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 reliability status, 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.

Federal Contractors' Program for Employment Equity



**Human Resources and
Skills Development Canada**

**Ressources humaines et
Développement des compétences Canada**

Labour Branch

Direction générale du travail

Federal Contractors
Program

Programme de contrats
fédéraux

OFFICIAL USE ONLY
Certificate N° :

Certificate of Commitment to Implement Employment Equity

ORGANIZATION			
Legal Name of Organization		Parent company is located outside Canada Yes No	
Operating Name (if different)		Procurement Business N° :	
Employer's North American Industry Classification System (NAICS) Code Number		Total no. employees in Canada (Full-Time/Part- Time/Temporary) ▶	
HEAD OFFICE			
Address (street, building, etc.)		City	Province
		Postal Code	
		Telephone	Fax
EMPLOYMENT EQUITY CONTACT			
Name		Title	
Telephone	E-mail		
CERTIFICATION			
The above-named organization: •having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees in Canada, AND •intending to bid on, or being in receipt of, a Government of Canada goods or services contract valued at \$200,000.00 or more, hereby certifies its commitment to implement and/or renew its commitment to employment equity, if awarded the aforementioned contract, in keeping with the Criteria for Implementation under the Federal Contractors Program for Employment Equity.			
SIGNATORY			
NOTE: The signatory must be the Chief Executive Officer OR a prescribed person in a senior management position with authority to act on behalf of the organization.			
Name (print)		Title	
Signature		Date	
RETURN INSTRUCTIONS			
IMPORTANT •Your organization will be required to implement an Employment Equity Program once awarded a contract of \$200,000 or more. You could then be subject to a compliance review which could take up to a year to complete.			

CRITERIA FOR IMPLEMENTATION FEDERAL CONTRACTORS PROGRAM

Criterion 1: Communication of Employment Equity to Employees

Contractors can fulfill this criterion by communicating with employees, through the Chief Executive Officer or President:

- a corporate objective to achieve employment equity for the four designated groups (women, Aboriginal peoples, persons with disabilities and members of visible minorities)
- the measures the organization has undertaken or will undertake to develop an employment equity program and to meet the corporate objective
- the progress toward implementation of employment equity

Employment equity should be supported by communication activities such as posting the corporate objective or related employment equity messages on bulletin boards and distributing flyers or notices. In addition, the use of e-mail, web sites, newsletters and information sessions for management and employees may also be considered.

To support ongoing communication, the organization should maximize opportunities to educate management, employees' representatives and supervisory personnel on their responsibilities with respect to employment equity and to seek their cooperation in order to achieve the corporate objective. An Employment Equity Committee can often serve as an excellent channel for communications (see criterion 2).

Contractors are encouraged to consult *Guideline 2: Communications* for more information.

Reference: *Employment Equity Act*, Section 14 and Paragraph 15(1)(a)
Employment Equity Regulations, Subsection 11(j)

HRSDC Internet site at:

<http://www.hrsdc.gc.ca/en/lp/lo/lsw/we/program/fcp/criteria/1.shtml>

Criterion 2: Assignment of Senior Official to Be Responsible for Employment Equity

Contractors can fulfill this criterion by assigning a senior official to be responsible for employment equity. It is important that the senior official given this responsibility be known and respected throughout the organization and have sufficient authority and available resources to effect necessary changes. The responsibilities of the senior official are to:

- demonstrate at all times the commitment among senior management to employment equity and communicate this commitment to all levels of the organization
- establish an Employment Equity Committee with the aim of articulating the concerns of the workforce and in particular the needs and suggestions of the designated groups
- consult and encourage employees' representatives to participate in the process of implementing employment equity, as such involvement will help ensure that the Employment Equity Program receive the necessary support from all parties
- ensure that the other 10 Federal Contractors Program (FCP) Criteria for Implementation are carried out with the support of the above-noted individuals
- sign off the EE Plan

In cases where the organization is geographically dispersed, it may be more practical to assign responsibility for planning and implementing the employment equity program to the manager/director of each region or branch. However, the organization still requires a senior official to oversee and educate the managers/directors. This will ensure meeting FCP requirements across the organization.

Contractors are encouraged to consult *Guideline 3: Consultation and Collaboration* for more information.

Reference: *Employment Equity Act*, Section 15

Criterion 3: Collection of Workforce Information

Contractors can fulfill this criterion by collecting and recording the following workforce information for the designated group members and all employees:

- internal representation data (stock data) taken from the self-identification survey (a high response rate is recommended as a foundation for further analysis)
- hiring, promotion and termination data (flow data) that will allow the contractor to track the progress of employment equity over time
- salary data including top and bottom salary ranges

The above workforce data must be further broken down by:

- employment status (permanent full-time, permanent part-time and temporary)
- four-digit National Occupational Classification (NOC) code grouped into the appropriate 14 Employment Equity Occupational Groups (EEOGs)

<p>NOTE: Use of the Employment Equity Computerized Reporting System (EECRS) is strongly recommended to facilitate the collection and management of internal workforce data</p>

When designing a self-identification survey, contractors should follow the format established in the *Employment Equity Regulations*.

Contractors are encouraged to consult *Guideline 4: Collection of Workforce Information* for more information.

Reference: *Employment Equity Act*, Paragraph 9(1)(a), Subsections 9(2) and 9(3) and Section 17
Employment Equity Regulations, Sections 3, 4, 5, 6, 7 and Subsections 11(a), 11(b), 11(c), 11(d), 11(e) and 12(1) and 12(2)

Criterion 4: Workforce Analysis

Contractors can fulfill this criterion by:

- analyzing the organization's internal representation data (stock data) generated in Criterion 3 by comparing these data with the external representation (availability) using reasonable areas of recruitment at the Employment Equity Occupational Group (EEOG) and/or NOC Unit Group level and at the national, provincial/territorial or Census Metropolitan Area (CMA) level, as appropriate
- analyzing the concentration of the four designated groups by comparing their distribution with that of non-designated group employees at the EEOG level. For example, comparing the distribution of Aboriginal peoples with that of non-Aboriginal peoples
- analyzing the salary levels of the four designated groups by comparing with all non-designated group employees at the EEOG level
- analyzing the hiring, promotions and terminations data (flow data) generated in Criterion 3 for each designated group in each occupational group where underrepresentation has been found by comparing
 - shares of internal hiring with external representation from the Census of Canada and the Participation and Activity Limitation Survey (PALS)
 - shares of internal promotions with internal representation
 - shares of internal terminations with internal representation

Please note: This flow data analysis only applies to follow-up compliance reviews.

The contractor must prepare a narrative summary of the results of the above analyses.

HRSDC provides various tools to help contractors complete a workforce analysis. Specifically, these are the Workforce Analysis function in the EECRS, Workforce Analysis Template, the Salary or Clustering Analysis Template and the Employment Equity Data Report which contains the latest Census and PALS data available that provides information about the level of designated group representation in the Canadian workforce. These are all available on the HRSDC Internet site.

Contractors are encouraged to consult *Guideline 5: Workforce Analysis* for more information.

Reference: *Employment Equity Act*, Subsection 5(b) and Paragraph 9(1)(a) and Subsection 9(3)
Employment Equity Regulations, Sections 6 and 7 and Subsection 11(f)

Criterion 5: Employment systems Review

For each designated groups where underrepresentation was found in the workforce analysis (Criterion 4), contractors can fulfill this criterion by:

- conducting an extensive review of all formal and informal employment policies and practices to eliminate systemic, actual or potential barriers to employment that may exist in the ways in which the organization traditionally recruits, selects, hires, develops and trains, promotes, retains, terminates and accommodates employees
- modifying any policies and practices that might discourage designated group members from applying for employment or participating fully in the organization's opportunities and benefits
- demonstrating that new policies and practices used at all levels of the organization where human resource decisions are made are free of bias toward designated group members

Contractors are urged to invite designated group members of their organizations to participate in the employment systems review.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* for more information.

Reference: *Employment Equity Act*, Subsection 5(a), Paragraph 9(1)(b) and Section 17
Employment Equity Regulations, Sections 8, 9 and Subsection 11(g)

Criterion 6: Establishment of Goals

Contractors can fulfill this criterion by establishing:

- numerical (quantitative) goals to address any deficiencies identified in the workforce analysis and in the flow data analysis (Criterion 4)
- non-numerical (qualitative) goals to address any deficiencies identified in the employment systems review (Criterion 5)

These goals are to be clearly stated in the Employment Equity Plan (as described in Criterion 7), accompanied by target dates for their achievement and the individual responsible for achieving these goals should be clearly identified. Goals must include realistic targets related to projected opportunities for hiring and promotion and must clearly correct an underrepresentation and/or concentration of designated groups in specific occupations.

Numerical goals must be real numbers and/or percentages that show, in measurable terms, the expected change in the representation of each designated group. Where corporate forecasts do not predict any job vacancies, provisional numerical goals should be stated in the event that unanticipated vacancies arise. Short-term numerical goals are usually set for a period of three years while long-term numerical goals are set for a period of over three years.

Non-numerical goals support the organization's broader employment equity objectives and include initiatives aimed at ongoing communications, modification of employment policies or practices (e.g., recruitment strategies), provision of training and development, improvement of accessibility for persons with disabilities, and establishment of a positive work environment.

The goals must consider:

- areas where improvement is possible based on historical turnover and future business plans
- the impact of using alternative recruiting sources and adjusted qualification requirements
- restrictions imposed by collective agreements on hiring or staff movement
- the effect of filling certain positions in fields that require specialized skills
- anticipated future vacancies

Criterion 6: Establishment of Goals (continued)

In cases where a contractor's workforce is located in more than one geographic area, the organization may establish goals for each area. This will allow for the recognition of regional differences and reinforce local management accountability for the achievement of employment equity. However, when managers develop goals for their own operations, these goals should also be reviewed at the corporate (head office) level to ensure consistency and adherence to the corporate commitment.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Paragraphs 10(1)(d) and 10(1)(e), Subsections 10(2) and 10(3), Sections 11 and 13

Criterion 7: Development of an Employment Equity Plan

The objective of the *Employment Equity Plan* is to guide the organization toward meeting its employment equity goals. It should contain:

- numerical goals (Criterion 6)
- non-numerical goals (Criterion 6) that:
 - identify barriers to be eliminated as a result of the employment systems review (Criterion 5)
 - specify the temporary special measures, reasonable accommodation (Criterion 8) and permanent positive policies and practices (Criterion 9)
 - identify how the program will be regularly communicated (Criterion 1)
 - indicate how the program will be monitored (Criterion 10)

These goals have to be assigned to individuals or units within the organization with a schedule of activities over the first three years for short-term goals and for more than three years for long-term goals.

The plan should be viewed as a working document and as such, be reviewed regularly. Changes to the plan should be made as required when a goal or activity needs to be altered. The plan should form an integral part of the organization's overall operational planning process.

In cases where a contractor's workforce is dispersed over more than one geographic area, the organization may wish to delegate responsibility for developing individual plans of action to each geographic unit so that goals and proposed activities are relevant to the respective situations. However, such region or branch plans must be integrated into a comprehensive corporate plan to allow effective monitoring of achievement by both the organization's executives and Human Resources and Skills Development Canada.

Contractors are encouraged to consult *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Section 10, Paragraph 15(1)(b) and Subsections 15(2) and (3)
Employment Equity Regulations, Subsections 11(h) and 11(i)

Criterion 8: Adoption of Special Measures and Reasonable Accommodation

Contractors can fulfill this criterion by taking temporary special measures within their organizations to accelerate the entry, development and promotion of designated group members. The aim of these special measures is to redress past inequities and directly increase the representation of designated groups in the organization's workforce.

Special measures may include activities related to recruitment, training and skills upgrading for future promotion and assignments (for example, temporary modification of promotion requirements or targeted recruitment/training).

Reasonable accommodation refers to steps taken to address the different needs of designated groups. This might include such actions as adjusting job duties, reevaluating skill requirements or making structural changes to meet the needs of persons with disabilities. It might also include special leave provisions to accommodate the observance of traditions of persons from different cultural and religious groups.

Contractors are encouraged to develop and implement a written accommodation policy.

Contractors are encouraged to consult *Guideline 6: Employment Systems Review* and *Guideline 7: Employment Equity Plan* for more information.

Reference: *Employment Equity Act*, Subsections 5(b) and 6(a), Paragraphs 10(1)(a) and 10(1)(c) and Subsection 10(3)

Criterion 9: Establishment of a Favourable Work Environment

Contractors can fulfill this criterion by creating a corporate environment that not only encourages the introduction of new employees from designated groups, but also is conducive to the retention and movement of all employees from one occupational level in the organization to another.

Positive policies and practices may include:

- formal written policies on employment equity and non-harassment
- an employee assistance program
- mentoring programs
- exit interview procedures
- multicultural events to promote the understanding of designated groups

Reference: *Employment Equity Act, Section 2*

Criterion 10: Adoption of Monitoring Procedures

Contractors can fulfill this criterion by including in the organization's Employment Equity Plan measures to regularly monitor and evaluate the organization's employment equity program and retain all relevant statistics and documentation.

The description of the monitoring system should include:

- methods to be used to determine the organization's status with respect to meeting its employment equity goals at any given time
- time frame and methodology for periodically reviewing and updating the statistical profile of the organization's workforce, communication of employment equity achievements or concerns, the status of remedial measures and the impact of new policies and practices
- identification of employees responsible for analyzing the results, initiating any subsequent actions or change in plans and reporting progress to the organization's Chief Executive Officer, management, supervisory personnel, employee representatives and all employees

Monitoring should allow for revisions to the Employment Equity Plan when goals are not being achieved and for a re-evaluation of goals if these goals are being achieved more quickly than expected.

Contractors are encouraged to consult *Guideline 9: Monitoring, Review and Revision* for more information.

Reference: *Employment Equity Act*, Subsection 12(b) and Sections 13 and 17
Employment Equity Regulations, Subsection 11(i)

Criterion 11: Authorization to Enter Premises

Contractors can fulfill this criterion by permitting an on-site visit conducted by an HRSDC – Labour officer in order to determine the organization’s progress toward achieving a representative workforce as required by the FCP.

The HRSDC – Labour officer should have access to:

- the organization’s facilities
- all documents related to the organization’s employment equity program
- the organization’s employees, senior managers and employees’ representatives for interview purposes

Reference: *Employment Equity Act, Section 23*

SUPPLIER – DIRECT PAYMENT AND TAX INFORMATION FORM
FOURNISSEUR – FORMULAIRE DE PAIEMENT DIRECT ET RENSEIGNEMENTS POUR FINS D'IMPÔT

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

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

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

(1) Sole proprietor / Propriétaire unique <input type="checkbox"/>	If sole proprietor, provide / Si propriétaire unique, indiquez :	Last Name / Nom de famille	First name / Prénom	Initial / Initiale
(2) Partnership / Société de personnes <input type="checkbox"/>	SIN – mandatory for (1) & (2) / NAS – obligatoire pour (1) & (2)	Corporation / Société <input type="checkbox"/>	Business No. (BN) / No de l'entreprise (NE)	
GST/HST / TPS et de TVH		QST / TVQ (Québec)		
Number / Numéro : _____		Number / Numéro : _____		
Not registered / non inscrit <input type="checkbox"/>		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 with this form / Veuillez, s.v.p., envoyer un spécimen de chèque avec ce formulaire

Branch number / No de la succursale	Institution no. / No de l'institution :	Account no. / No de compte :
Institution name / Nom de l'institution :	Address / Adresse :	
Postal Code / Code postal :		

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

E-mail address / Adresse courriel :

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

I certify that I have examined the information provided above and it is correct and complete, and fully discloses the identification of this supplier.	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 one of your business cheque unsigned and marked « VOID » (for verification purposes).

Veillez remplir ce formulaire et le retourner à la Commission de la capitale nationale avec un spécimen de chèque de votre entreprise non signé et portant la mention « ANNULÉ » (à des fins de vérification).

Mail or fax to : Procurement Assistant, Procurement Services
 National Capital Commission
 202-40 Elgin Street
 Ottawa, ON K1P 1C7 Fax : (613) 239-5007

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

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

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

Supplier Tax Information

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

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

Questions : Marcel Sanscartier, Manager, Accounts Payable and Receivable – (613) 239-5241.

Direct payment information

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

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

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

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

The advantages of direct payment

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

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

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

Renseignements sur les fournisseurs aux fins d'impôt

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

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

Questions : Marcel Sanscartier, Gestionnaire, comptes fournisseurs et comptes clients – (613) 239-5241.

Renseignements sur le paiement direct

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

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

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

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

Avantages du paiement direct

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

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

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