

**REQUEST FOR PROPOSAL**

**DEVELOPMENT OF THE NCC REFOCUSED  
 INTRANET SOLUTION**

**NCC Tender Number : LW100**

|  |  |
|--|--|
| ADDRESS ENQUIRIES TO:<br><br>Nathalie Rheault<br>Telephone: 613-239-5678, Ext. 5080<br>Email: <a href="mailto:Nathalie.Rheault@ncc-ccn.ca">Nathalie.Rheault@ncc-ccn.ca</a> | INVITATION DATE/DATE DE L'APPEL D'OFFRES:<br><br>November 1, 2018  |
|  | BID CLOSING/CLÔTURE DE L'OFFRE:<br><br><b>December 12, 2018 at 3 p.m. Ottawa time</b>  |
| RETURN TO: →   | National Capital Commission<br>2nd Floor Service Centre<br>40 Elgin Street<br>Ottawa, ON K1P 1C7<br>Submission to refer to NCC tender file # LW100 |

**This page of these RFP instructions is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Request for Proposal which includes the Statement of Work (SOW), the General & Supplementary Conditions, and any/all other attachments referred to herein.**

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

|  |   |      |
|--|---|------|
| Contractor's Name and Address<br><br><br><br>Tel:<br><br>E-mail:   | Print Name  | Date |
|  | Signature<br><br>_____<br><br>_____               |      |
| ADDENDUM ACKNOWLEDGEMENT: 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. |      |

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1. Submit six (6) duplicate copies of the technical proposal and one (1) sealed envelope of your financial proposal (Appendix B) to provide services to the National Capital Commission (referred to as the "Commission" or the "NCC"), as per the attached Statement of Work (SOW).

The following NCC forms must also be submitted with your proposal:

- a. Page 1 signed, dated, acknowledgement of addendums. This page is to be dated, signed and returned with your proposal, thereby acknowledging having read, understood and accepted the Statement of Work of this RFP which includes the General Conditions and any/all other attachments referred to herein, and
  - b. 4.1 Mandatory Requirements, and
  - c. 4.2 Non-Mandatory – Nice to have technical features, and
  - d. Appendix A Evaluation Criteria, and
  - e. Appendix B Financial Proposal (sealed envelope), and
  - f. Supplier - Direct Payment and Tax Information Form
2. As a green initiative, the NCC requests that the Consultant's Technical Proposal follow these green practices:
    - use recycled paper products
    - no more than 10 double sided pages (8.5 x 11) in length not including résumés
    - use a maximum font of 11
    - no binders and/or plastic sheets (note plastic/metal spirals are acceptable)
  3. Enquiries regarding this proposal must be submitted in writing to the following: Senior Contract Officer, Nathalie Rheault by e-mail address [nathalie.rheault@ncc-ccn.ca](mailto:nathalie.rheault@ncc-ccn.ca) as early as possible within the solicitation period. **Enquiries should be received no later than noon on November 28, 2018, Ottawa time** 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. Throughout the RFP bidding process, the NCC shall endeavour to provide responses to inquiries (by the issuance of addenda) deemed relevant by the NCC and received in writing by the Contracting Authority. Only information provided in addenda shall be considered to be an integral part of the RFP and any resulting contract.
  4. The proposal is to include all relevant information as defined in the Statement of Work.
  5. Your financial proposal (Appendix B) **must** be signed and submitted in a sealed price envelope and clearly labelled "Financial Proposal #LW100" separate from the technical proposal documents.
  6. Proposals obtaining a total minimum score of 80 percent of 100 pts will be considered as technically admissible. Financial proposals must be submitted in a separate sealed envelope and will be opened only for all technically admissible proposals. The total in Appendix B Financial Proposal considered in the evaluation of proposals must include all professional fees and other related expenses and disbursements.

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NCC FILE NO.  
NO DE DOSSIER DE LA CCN:

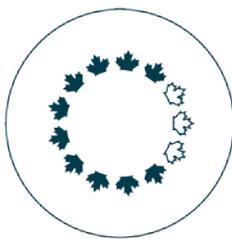
**LW100**

Basis of award will be the bidder who meets all terms, conditions and mandatory requirements, passes the rated requirements and offers the lowest Grand Total, including applicable taxes. The NCC is subject to all applicable federal and provincial taxes. Note the NCC will self-assess applicable provincial taxes if the bidder is not registered to collect those taxes.

7. A debriefing of a Proponent's Technical Proposal will be provided, if requested to the NCC Project Manager identified in the letter of notification of contract award, within 15 days of receipt of this notice. The debriefing will include an outline of the reasons the submission was not successful.
8. The NCC is a Federal Crown Corporation subject to the Federal Goods and Services Tax (GST), the Ontario Harmonized Sales Tax (OHST), and the 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 Commission will pay. These amounts will be paid to the successful Contractor who will be required to make the appropriate remittances to Revenue Canada and the respective provincial governments.
9. The attached General & Supplementary Conditions will also form part of the resulting contract.
10. 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.
11. The Commission reserves the right to not accept the lowest or any 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 Commission also reserves the right to negotiate with the successful proponent and/or any/all proponents.
12. Facsimile or e-mail transmittal of proposals are not acceptable.
13. Proposals will be held in strict confidence. There will not be a public opening of the proposals submitted for this project. Notwithstanding the foregoing, proponents are advised that as a Crown Corporation, the Commission 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.
14. 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.
15. The Commission shall not be obligated to reimburse or compensate any proponent, its sub-contractors or manufacturers in Request for Proposal way 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 Commission and will not be returned.
16. This Request for Proposal and all supporting documentation have been prepared by the Commission and remain the sole property of the Commission, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Commission. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.

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17. The successful Contractor shall indemnify and save harmless the Commission from and against all claims, damages, costs and expenses sustained or incurred by the Commission resulting from any action or legal proceeding on infringement, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, by any person that was under the direction and control of the Contractor 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 Contractor's other obligations to indemnify and save harmless which are set out in the Commission General Conditions for Professional and Consulting Services.
18. Joint Venture Submissions: The NCC will accept proposals from joint venture entities. Note that all proposals, schedules, forms etc. that are 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 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 for the work. The letter shall identify each of the firms comprising the joint venture and must be signed by a duly authorized representative of each of the constituent firms. The covering letter submitted with each 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. Please note that if the selected proponent is a joint venture, the signed joint venture agreement must be provided prior to the issuance of the Contract. In any joint venture, there shall be only one individual identified as Contract representative. This individual shall be responsible for any and all reporting and communication requirements. Any joint venture whereby firms separate contracting activities amongst themselves and operate independently shall not be accepted in this RFP and shall be considered as non-responsive and receive no further consideration. To ensure equal opportunities for all proponents, and to eliminate risk of conflict of interest, all proponents are advised that the National Capital Commission will not accept more than one submission per firm, whether the firm applies as a single entity, part of a joint venture submission, or as a sub-consulting member of the team.
19. The NCC reserves the right to not award the Contract until such time as the contractor's personnel core employees have obtained the required level of security screening as identified by the NCC's Corporate Security. In this case the level of security required will be **Reliability\***. NCC Security to perform security screening.
- \*For operation needs, with advice or assistance from NCC Corporate Security, the security level can be upgraded on the basis of the sensitivity of the information and assets that need to be accessed.*



NATIONAL CAPITAL COMMISSION  
COMMISSION DE LA CAPITALE NATIONALE

## **Statement of Work**

# **Development of a new NCC Intranet Solution**

## **Request for Proposal**

## **1. INTRODUCTION**

The National Capital Commission's (NCC) wishes to enter into a contract with a vendor (hereafter referred to as the “proponent(s)”) for the purpose of providing a technological solution and consulting services related to the design and build of NCC’s new employee intranet portal. Solution and Services provided by the proponent will include, but are not limited to: business line and employee consultations, road mapping, wire framing, design, implementation and support, etc.

## **2. BACKGROUND**

The National Capital Commission (NCC) is the federal Crown Corporation comprised of approximately 450 full-time employees dedicated to ensuring that Canada’s Capital is a dynamic and inspiring source of pride for all Canadians and a legacy for generations to come. With a mandate reaching back over a century, the NCC serves as both the Capital Region’s primary long-term planner and the principal steward of federal lands. The NCC’s main functions and operations are divided between these two responsibilities. To carry out these responsibilities, the NCC also has a series of internal services that support the delivery of programs and activities, and the management of resources.

The NCC’s current Intranet was launched in April 2005. The platform is not only difficult to update and manage but became obsolete. The NCC started a process to completely revamp its Intranet solution and design. The team recently completed an audit/analysis of the current Intranet platform, performed discovery sessions with staff through consultations and interviews and gathered business requirements necessary to accomplish this ambitious goal. Key outputs included a content analysis, detailed bilingual information architecture (IA), wireframes/concept interactive design for main pages, in-depth usability tests and a content strategy.

## **3. PURPOSE**

The NCC uses a Request for Proposal (RFP) to describe its requirements, ask suppliers for their proposed solutions, describe the criteria which will be used in evaluating proposals and selecting a lead proponent, and outline the terms and conditions under which the successful proponent will operate or supply goods and/or services. In an RFP process, proposals and proponents are evaluated in terms of ability to satisfy the stated requirements, while providing “Best Value” to NCC in terms of price.

## **4. SCOPE OF WORK**

The NCC is embarking on a complete re-design of its employee intranet. The desired outcome is an enterprise social intranet portal that enables employees to work like a network, fostering collaboration, engagement, innovation and accountability. The NCC’s new intranet will support core business and strategic objectives by providing employees with a single portal that brings together all of the tools, information and resources they need to do their jobs effectively. Additionally, the platform’s collaboration tools will enable employees to work on projects, share best practices, connect with subject matter experts and make sound business decisions.

The successful proponent will be required to provide the following services and deliverables by March 31, 2019. Training and ongoing support will continue as required over the period of the contract.

Period of contract: Three years from contract award plus two additional one year options to renew.

Include the AGILE method and approach used to manage the overall project and client correspondence. The project will be collaboration between the proponent and the NCC web team. The NCC web team employees (2) shall be included in the proponent's team.

- The proponent must be able to carry out preliminary discovery work, content analysis, our bilingual information architecture (IA), and a content strategy
- Propose a solution (platform) based on requirements
- Develop visual site design, customized templates based on NCC branding guidelines
- Testing and quality assurance of site design and functionality
- Develop a strategy for content migration and management
- Training, tools and ongoing support for site administrators and stewards

Key requirements for NCC's new Intranet solution include, but are not limited to:

- **Creating a central hub** – for different apps, tools, internal news and communications, documents, and employee collaboration.
- **Bilingual site design** – The solution must be capable of toggling from the English page to the French page on one site.
- **Ease of use** – A powerful search engine driven by sound taxonomy and metadata, providing an intuitive tool that allows employees to quickly and easily search for information, documents, and colleagues to get their jobs done. Easily integrates with the numerous business systems used by the Corporation
- **Strengthening the NCC brand internally** – reinforcing core values that are expressed externally to customers, internally within the workforce to help deliver the reality of the brand and the quality of service.
- **Communication and collaboration** – Enterprise social tools that foster sharing, collaboration, ideation and innovation, increasing interaction among employees by incorporating social media-like apps and designs, allowing for real-time discussions and breaking through hierarchical, geographical, functional and divisional boundaries.
- **Employee engagement** – giving all employees a voice; extending the ability to contribute to all employees regardless of geographical location/ language, skill set, or title, and subsequently creating the opportunity for peer-recognition.
- **Unburdening the IT department** – an intranet software platform that allows all users with appropriate permissions to create and share content for immediate distribution instead of requiring formal processes and requests to technical staff to manage.
- **Responsiveness & mobile capabilities** – scalable to various mobile devices (computers, laptops, tablets, smartphones, etc.).
- **Effective Analytic tools** – Strong analytics tools for meaningful measurement of various metrics
- **Future proofing** – A sustainable structure built with the future and organizational evolution in mind

#### 4.1 Mandatory Technical Requirements:

- I. Bidders must ensure full compliance with each of the following mandatory requirements.
- II. Bidders must provide an explanation that clearly demonstrates full compliance with each of the mandatory requirements. Documentation may be required.
- III. Bidder's **must** indicate the location of the information relevant to the mandatory requirements. Ensure that the page and paragraph number are indicated in the column entitled "Page Number" for all information included.
- IV. **Failure to clearly demonstrate full compliance or provide documents requested will result in the disqualification of the proposal.**

V. **Failure to pass the NCC Security Assessment will result in disqualification.** The NCC adheres to the Government of Canada’s Policy on Management of Information Technology:

<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12755>

and Treasury Board Secretariat Direction on the Secure Use of Commercial Cloud Services:

<https://www.canada.ca/en/treasury-board-secretariat/services/access-information-privacy/security-identity-management/direction-secure-use-commercial-cloud-services-spin.html>

| <b>Mandatory Technical Requirements</b>      |   | <b>Mandatory Met?<br/>Yes or No</b> | <b>Page Number:</b> |
|--|---|-------------------------------------|---------------------|
| <b>Security</b>                              |   |                                     |                     |
| Audit Trail                                  | The system keeps track of who made additions, updates, or deletions. The system provides for protection and integrity of audit logs.  |                                     | Page:               |
| Granular Privileges                          | The system allows read (view) and write privileges on a per page or per content item basis, as well as separate privileges for other system and administrative functions based on user or subject context |                                     | Page:               |
| Protected Web Pages                          | The system can be configured to switch to TLS/SSL mode for certain protected pages (or sections), and then back to HTTP for other non-protected pages (or sections).                                      |                                     | Page:               |
| Vulnerability Management                     | The system provides for regular security patch management.  |                                     | Page:               |
| Host Based Protections                       | The system uses counter-measures to protect against common web surface attacks using anti-malware and firewall protections  |                                     | Page:               |
| Secure Web Development                       | The system is designed and tested based on sound web security design principles   |                                     | Page:               |
| Data Privacy & Data Residency                | The data and content held within the system must reside in Canada.  |                                     | Page:               |
| Hosting (if Cloud Service Provider location) | The system server either hosted or offered as a Software As A Service (SaaS) must be located within a Canadian datacenter   |                                     | Page:               |
| <b>Support</b>                               |   |                                     |                     |
| Online Help                                  | There is an integrated context-sensitive help system built in to the CMS.   |                                     | Page:               |
| Pluggable API Doc                            | The system can be extended through an open and documented application programming interface (API).  |                                     | Page:               |
| <b>Ease of Use</b>                           |   |                                     |                     |
| Drag-N-Drop Content                          | The system allows the user to position content in a drag and drop fashion.  |                                     | Page:               |
| Friendly URLs (Slug)                         | The system has human-readable and search engine friendly URLs.  |                                     | Page:               |
| Image Resizing                               | The system allows users to resize uploaded images   |                                     | Page:               |

|                              |   |  |       |
|------------------------------|---|--|-------|
|                              | with ease. No need to use an external image editor.   |  |       |
| Undo                         | The system allows users to "undo" operations if they make a mistake.  |  | Page: |
| WYSIWYG Editor               | The system has an integrated web-based rich text editor to allow publishers to create formatted content without knowing HTML, CSS, XML, or XSL.   |  | Page: |
| <b>Management</b>            |   |  |       |
| Content Scheduling           | The system allows content to be automatically added or removed based on a scheduled date.   |  | Page: |
| Inline Administration        | Content can be edited directly in the page where it will be placed. (No need for a separate CMS)  |  | Page: |
| Online Administration        | The system can be completely managed through a web browser. (No need for offline client software to manage certain components.)   |  | Page: |
| Themes / Skins               | The system has a mechanism to transport styles, templates, etc. between sections/pages/sites so that the user can create a theme on one section/page/site and then reuse it on many other sections/pages/sites.   |  | Page: |
| Statistics                   | The system has an integrated/ built in web site statistics reporting tool for things such as pages/content items viewed, number of users per time period, etc.  |  | Page: |
| <b>Interoperability</b>      |   |  |       |
| Content Syndication (RSS)    | The system can export RSS/XML feeds so that the content can be republished on other sites. <b>N.B.:</b> If the system is only capable of syndicated content from one function, such a "news" then it should be labeled as <b>only limited support</b> . |  | Page: |
| iCal                         | The system implements calendars, and allows for the import and export of the iCal standard.   |  | Page: |
| UTF-8 Support                | Does the system support UTF-8 character encoding to enable multi-lingual sites without the use of separate code pages for each language?  |  | Page: |
| W3C/WAG Compliance           | The system is W3C/WAG compliant.  |  | Page: |
| Mobile/Responsive            | The system is mobile/responsive.  |  | Page: |
| API Connectors               | The system uses API connectors.   |  | Page: |
| <b>Flexibility</b>           |   |  |       |
| Interface Localization       | The system is localized/internationalized so it can be translated into other languages and take locale preferences like date/time preferences into account.   |  | Page: |
| Multi-lingual Content        | The system supports the creation of sites with multiple languages.  |  | Page: |
| URL Rewriting                | The system is capable of rewriting URL or working with some other URL rewriting mechanism to provide shorter or friendlier URLs.  |  | Page: |
| <b>Built-in Applications</b> |   |  |       |
| Blog                         | The system has a blog or web log.   |  | Page: |

|                          |   |  |       |
|--------------------------|---|--|-------|
| Events Calendar          | The system has an application for tracking events and displaying events calendars.  |  | Page: |
| Events Management        | The system has a way to create events and allow users to sign up for those events.  |  | Page: |
| In/Out Board             | The system has a built in application that allows staff to post their status. In the building. Out for the day, be back tomorrow. Etc.                  |  | Page: |
| Link Management          | The system has an application to manage links.  |  | Page: |
| Dashboard                | The system has a dashboard application (sometimes called a portal).   |  | Page: |
| Search Engine            | The system has an integrated search engine that can index the managed content and allow the user to search the indexed content.                         |  | Page: |
| Site Map                 | The system can generate a tree showing all the pages in the system dynamically, so it doesn't have to be maintained separately by the content managers. |  | Page: |
| Syndicated Content (RSS) | The system has an application for retrieving and displaying RDF/RSS/XML syndicated content.   |  | Page: |

## 4.2 Non-Mandatory – Nice To Have Technical Features

Provide details explaining how each feature is met.

|                               |   | Features Available<br>Yes or No | Page Number: |
|-------------------------------|---|---------------------------------|--------------|
| <b>Security</b>               |   |                                 | Page:        |
| Content Approval              | The system provides for some level of system-wide content approval.   |                                 |              |
| Log back and forth in History | The system keeps track of who logged in and when. The system also keeps track of things like what browser the user was using and what IP address they came from, as well as unsuccessful attempts.      |                                 | Page:        |
| Pluggable Authentication      | The system allows an administrator to plug in additional authentication schemes (from a vendor or homegrown) beyond the default proprietary authentication scheme and an LDAP authentication mechanism. |                                 | Page:        |
| Problem Notification          | The system provides a mechanism for alerting administrators (email, instant messenger, cell phone, etc.) when it detects a problem. (Logging does not count.)   |                                 | Page:        |
| Session Management            | The system provides some facility for an administrator to see who is logged in, what they are doing, and log them out if necessary.   |                                 | Page:        |
| Authentication                | The system supports authentication via SMB.   |                                 | Page:        |
| <b>Support</b>                |   |                                 |              |
| Manuals                       | There are books or other  |                                 | Page:        |

|                                  |   |  |       |
|----------------------------------|---|--|-------|
|                                  | commercially/community available documentation (online) for this system.  |  |       |
| Support                          | Support is available from a commercial organization/community with trained staff members.   |  | Page: |
| Training                         | Training is available from a commercial organization/community that has dedicated training staff for this system.   |  | Page: |
| Sandbox                          | The system allows for a private area for content managers to try new content ideas without the worry of affecting the rest of the site.   |  | Page: |
| <b>Ease of Use</b>               |   |  |       |
| Mass Upload                      | The system has a way of uploading/importing many images and other files all at once to save time.   |  | Page: |
| Prototyping                      | The system allows the user to create custom default settings for the different kinds of content objects to save the user extra clicks when creating those object types. For instance, if there is a particular template they like to use, it can be set as a default. |  | Page: |
| Spell Checker                    | The system has an integrated spell checker.   |  | Page: |
| <b>Management</b>                |   |  |       |
| Asset Management                 | There is a central repository for uploading images and other files so they can be reused through-out the site.  |  | Page: |
| Content Staging                  | Content can be created on one server and easily "pushed" to another server.   |  | Page: |
| Sub-sites / Roots                | The system allows for sub-sites within a site that are self-contained with their own navigation and content hierarchy.  |  | Page: |
| Web-based Translation Management | There is a web-based interface for adding styles and templates to the system for design and layout control.   |  | Page: |
| Workflow Engine                  | There is a full-fledged workflow system integrated into the CMS that can be used for business process management (or other duties beyond just content approval).  |  | Page: |
| <b>Interoperability</b>          |   |  |       |
| SSH/SFTP Support                 | The system allows users to upload internal content and/or files via SFTP.   |  | Page: |
| RESTful API                      | The system uses a RESTful API.  |  | Page: |
| JSON API                         | The system uses a JSON API.   |  | Page: |
| <b>Flexibility</b>               |   |  |       |
| Content Reuse (Taxonomy)         | The system allows content to be mirrored (not copied, but reused) from one location to another on a site.   |  | Page: |
| Extensible User Profiles         | The system provides a user profiling that can be extended with new profile properties through an administrative interface.  |  | Page: |
| Multi-Site Deployment            | The system is capable of hosting multiple sites   |  | Page: |

|                              |   |  |       |
|------------------------------|---|--|-------|
|                              | from one software deployment. This means you can install the software once and host as many sites as you want. It also means that when it comes time to upgrade you only need to upgrade the software in one place, not for each separate site. |  |       |
| <b>Built-in Applications</b> |   |  |       |
| Chat                         | The system has an application for real-time online chat.  |  | Page: |
| Classifieds                  | The system has a classifieds application?   |  | Page: |
| Contact Org Chart Management | The system has a contact management or a rolodex type of application.   |  | Page: |
| Reports                      | The system has an application for creating reports.   |  | Page: |
| Discussion / Forum           | The system has a message board.   |  | Page: |
| FAQ Management               | The system has an application to organize frequently asked questions (FAQs).  |  | Page: |
| Mail Form                    | The system has an application for creating customizable mail forms.   |  | Page: |
| Matrix                       | The system has a matrix application.  |  | Page: |
| Photo Gallery                | The system has an application for displaying a thumbnail / image repository.  |  | Page: |
| User Contributions           | The system allows a user community to contribute stories and other content to the site.   |  | Page: |

## 5. PROJECT PROPOSED SCHEDULE

The following schedule summarizes significant target events for the RFP process. The dates may be changed by NCC at its sole discretion and shall not become conditions of any contract which may be entered into by NCC and the selected proponent.

| Date                  | Activities  |
|-----------------------|---|
| October 2018          | Request for Proposal issued   |
| October 2018          | Submission of Questions Deadline                                    |
| October 2018          | Submission Deadline   |
| November 2018         | Evaluation and Selection of lead proponent                          |
| November 2018         | Finalize contract with lead proponent                               |
| November 2018         | Contract award & Announcement of successful proponent               |
| November 2018         | Kick-Off Meeting  |
| November-January 2018 | Implementation (configuration, design, content migration, training) |
| February 2019         | Testing   |
| March 2019            | Launch  |
| March 2019            | Project Close-Out   |

## 6. PROPOSAL REQUIREMENTS

The proponents shall submit their technical proposals in four (4) copies (1 original and 3 copy) and submit one original signed financial proposal in a separate sealed envelope.

Proposal shall be no more than 10 double sided pages (8.5x11) in length not including resumes.

Elaborate or unnecessarily voluminous proposals are not desired. Proponents are encouraged to take care in completely answering questions and proposal requirements and to avoid submitting extraneous materials that do not show how the proponent intends to meet requirements.

### **Technical Proposal**

The Proponent will confine its submission to those matters sufficient to define its proposal and to provide an adequate basis for the NCC's evaluation of the proposal. In conjunction with the Rated Requirements in Appendix A, the following key activities must also be presented in sequence in your proposal:

## **7. EVALUATION AND BASIS OF AWARD**

Evaluation of the proposals will proceed as follows:

- 1) Step 1: The mandatory requirements will be verified for each submission. For those that meet all the requirements, they will move on to the next step. For those that did not meet all the requirements, the submission will be disqualified.
- 2) Step 2: The proposals will be evaluated as per the evaluation criteria and rated requirements as described in Appendix A. Only the proposals attaining a minimum evaluation score of 80% of the total will proceed to the opening of the Financial Proposal.
- 3) The Financial Proposal envelopes will be opened. The basis of award will be determined by the lowest price of all the qualifying bidders.

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

## APPENDIX A Evaluation Criteria

The Technical Proposal will be evaluated according to the following criteria. Please provide and address each criterion individually.

- I. Although price is an important factor, it is only one criterion in the evaluation of proposals. The NCC is seeking best overall value and will evaluate proposals on a point rating system based on the following Evaluation Criteria and assigned weight factors.
- II. Bidders **must** include all information relating to the Evaluation Criteria in their proposal. All information contained within the Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's **must** indicate the location of the information relevant to the Evaluation Criteria. Failure to clearly indicate the location of information (page number) in the Evaluation Criteria table may result in the disqualification of the proposal.
- IV. Technical Proposals will be assessed separately against the rated requirements identified below. Rated requirements not addressed in the Proponent's Technical Proposal will result in a score of zero being assigned against that particular criterion.

|          | <b>Evaluation Criteria / Rated Requirements</b>   | <b>Points Available</b> | <b>Cross Reference (where applicable)</b> |
|----------|---|-------------------------|---|
| <b>1</b> | <p><b>Company Experience</b> : The company and/or its resource(s) must be established in the area of delivering similar Intranet Solution services for a minimum of five (5) years.</p> <p>The Proponent will demonstrate that the firm has a minimum of five (5) years' experience or more in Web Content Architecture Development, Focus Testing, Content Audit and Content writing optimized for the web.</p> <p>Points Awarded for Years of Experience:</p> <ul style="list-style-type: none"> <li>○ 5 years of experience related to the services to which the submission relates = 3 points</li> <li>○ 6 to 10 years of experience related to the services to which the submission relates = 4 points</li> <li>○ 10-plus years of experience related to the services to which the submission relates = 5 points</li> </ul>            | 5 pts                   | Page:                                     |
| <b>2</b> | <p><b>Qualifications of the Firm</b> : Demonstrate that the Firm has sufficient experience in delivering Intranet Solutions.</p> <p>The Proponent must provide within their Executive Summary: A brief history and description of the firm including the year established and the number of years the company has been offering web development services. Provide details of service specialization, number of employees and of the organization as it relates to the requirement</p> <p>Points Awarded for qualification :</p> <ul style="list-style-type: none"> <li>○ Minimal relevant detail = 1 point</li> <li>○ some relevant detail = 2 points</li> <li>○ reasonable relevant detail = 3 points</li> <li>○ good level of relevant detail = 4 points</li> <li>○ complete and extensive level of relevant detail = 5 points</li> </ul> | 5 pts                   | Page:                                     |

|   |   |       |       |
|---|---|-------|-------|
| 3 | <p><b>References :</b> Provide a minimum of three (3) current corporate references for which you have performed work similar in nature and scope with the referenced work. Provide the company name, location, contact name, e-mail address, description of the project as well as the start and completion date of each project.</p> <ol style="list-style-type: none"> <li>1) References: A list of all contracts of a similar size and scope which the proponent currently holds or has held over the past 36 months. For each contract, the following information: company name and address; contact person name and phone number. NCC may approach any such contact person for information relating to the quality of work provided by the proponent.</li> <li>2) List of clients who have been contracted with by the proponent for intranet projects within the last 5 years.</li> </ol> <p>Points Awarded:</p> <ul style="list-style-type: none"> <li>o 3 to 5 clients identified = 3 points</li> <li>o 6 to 8 clients identified = 4 points</li> <li>o More than 9 clients identified = 5 points</li> </ul> <p>The NCC reserves the right to contact any organization listed in the Bidders response for purposes of obtaining further information on services provided.</p> | 5 pts | Page: |
| 4 | <p><b>Qualifications of the Project Team :</b><br/> Include biographies and relevant experience of key staff and management personnel.</p> <ul style="list-style-type: none"> <li>- Describe the qualifications and relevant experience of the type of staff that would be assigned to this project by providing biographies for those staff members.</li> <li>- Describe bonding process and coverage levels of employees.</li> <li>- Affirm that no employees working on the engagement have ever been convicted of a felony.</li> </ul> <p><b>Résumés</b></p> <ol style="list-style-type: none"> <li>1) Resumes of all project personnel (including subcontractors, if any) demonstrating skill sets required to meet project requirements = 5 points</li> </ol>   | 5 pts |       |
| 5 | <p><b>Qualifications - Senior Project Manager, IT (5 pts)</b><br/> A minimum of three (3) years (including months and years – e.g. 09/2011-06/2015) of related web architecture development experience in each of the following:</p> <ul style="list-style-type: none"> <li>• Project Management <ul style="list-style-type: none"> <li>• Planning a Project</li> <li>• Organizing a Project</li> <li>• Controlling a Project</li> <li>• Leading a Project team</li> <li>• Quality Management</li> <li>• Risk Management</li> <li>• Managing Concurrent Multiple</li> <li>• Sub-Projects</li> <li>• Project Management Packages.</li> </ul> </li> <li>• Internet Service Delivery of the World Wide Web</li> <li>• Application and/or System Software Construction <ul style="list-style-type: none"> <li>• Methodologies</li> </ul> </li> </ul>  | 5 pts | Page: |

|   |  |        |       |
|---|--|--------|-------|
|   | <ul style="list-style-type: none"> <li>• Documentation</li> <li>• System Integration <ul style="list-style-type: none"> <li>• System Integration Principles</li> </ul> </li> </ul> <p>Testing / Validation</p>   |        |       |
| 6 | <p><b>Qualifications - Web/platform Architect : (5 pts)</b><br/> A minimum of five (5) years (including months and years – e.g. 09/2004-06/2007) in each of the following fields:</p> <ul style="list-style-type: none"> <li>• Expert skills in the proposed platform</li> <li>• Proposed system theming</li> <li>• Search Engine</li> <li>• Web analytic facilitation tools</li> <li>• Current web best practices</li> <li>• GOL and W3C accessibility guidelines and standards</li> <li>• Architecture (Business, Work, Information, Technology Architecture). <ul style="list-style-type: none"> <li>○ Modeling</li> <li>○ Methodologies</li> <li>○ Examine and Evaluate Current System Quality</li> <li>○ Define System Context / Objectives</li> <li>○ Draft and Build Functional Process Models</li> <li>○ Build Conceptual Data and Process Models</li> <li>○ Plan Release Implementation</li> <li>○ Define Physical Data and Process Models</li> </ul> </li> </ul> | 5 pts  | Page: |
| 7 | <p><b>Qualifications - Web/platform Specialist (5 pts)</b><br/> A minimum of three (3) years (including months and years – e.g. 09/2004-06/2007) of related web experience in each of the following fields:</p> <ul style="list-style-type: none"> <li>• Advanced skills in the proposed platform</li> </ul>   | 5 pts  | Page: |
| 8 | <p><b>Response to Scope of Work :</b> Understanding of the scope &amp; requirements. In this section, the proponent shall provide detailed information relative to the specifications listed in Section 4, The Scope of Work.<br/> The extent to which the Proponent’s proposed solution fulfills the NCC’s stated requirements as set out in this RFP. The proponent shall provide detailed information relative to the specifications listed in Section 4, Scope of Work and all the Mandatory and Nice to Have requirements.</p>  | 30 pts | Page: |
| 9 | <p><b>Process/Approach</b> The proponent shall describe its process and approach to the project including how it will meet the following requirements and deliverables.</p> <ul style="list-style-type: none"> <li>- Implement site architecture for a bilingual intranet that addresses business requirements and incorporates best practices in content strategy and user experience.</li> <li>- Develop NCC branded templates Testing and quality assurance of site design and functionality.</li> <li>- Develop a strategy for migration and management.</li> <li>- Training, tools and support for site administrators and stewards</li> <li>- An effective change management/communication strategy for pre-and post-launch.</li> </ul> <p>Description of process/approach as it relates to the requirement:</p>   | 15 pts | Page: |

|           |  |        |       |
|-----------|--|--------|-------|
|           | <ul style="list-style-type: none"> <li>○ Minimal detail = 1 point</li> <li>○ Some detail = 2 points</li> <li>○ Reasonable detail = 3 points</li> <li>○ Good level of detail = 4 points</li> <li>○ Complete and extensive level of detail = 5 points</li> </ul>   |        |       |
| <b>10</b> | <p><b>Deliverables and Schedule :</b> An assessment of the Proponent’s ability to deliver the indicated service in accordance with the specifications set out in this RFP by the project deadline by the end of March 2019.</p> <p>Briefly describe how the engagement proceeds from beginning to end. Proponent must include a schedule of proposed meetings with the client, appropriate to the work phases as well as include a risk analysis.</p> <p>The project will be collaboration between the proponent and the NCC web team. The NCC web team employees (2) shall be included in the proponent's team.</p> | 20 pts | Page: |
| <b>11</b> | <p><b>Nice to have technical requirements :</b> Description of “Nice to Have” technical requirements as outlined in the requirement grid (Section 4.2).</p> <p>Points Awarded : 0.50 points will be awarded for each nice to have requirement met up to a maximum of 20 points.</p>  | 20 pts | Page: |
|           | <b>TOTAL POINTS</b>  | 120    |       |

Each Rated Requirement will be evaluated against the following criteria and scored accordingly:

| <b>EVALUATION CRITERIA</b> |  |
|----------------------------|--|
| Excellent                  | Exceeds requirements (90%-100% of the weighted factor)   |
| Very Good                  | A sound response. Fully satisfies all requirements (80%-90% of the weighted factor)                          |
| Good                       | Fully satisfies most requirements (70%-80% of the weighted factor)   |
| Fair                       | Satisfies some requirements but falls short of minimum expectations (50% of the weighted factor)             |
| Poor                       | It's a response but doesn't address needs (25% of the weighted factor)                                       |
| Unacceptable               | The response is completely unacceptable or the information is missing altogether (0% of the weighted factor) |

**APPENDIX B**  
**Financial Proposal**

**Bidders Financial Proposal**

- I. Pricing must include all requirements as set forth in the RFP.
- II. Please note that any resulting contract will be a firm price contract and that the total cost proposed will be all inclusive (including all professional fees and any other related expenses and disbursements including possible travel and hospitality etc). No other costs or charges will be applicable or payable by the NCC for this project with the exception of Table 2 for possible future work and other related fees and expenses.
- III. Pricing must be submitted in a separate sealed package clearly labelled “Financial Proposal” along with the Bidders company name and file number (LW100). No financial information may appear in the technical proposal.**
- IV. The Financial Proposal (last page) must be signed by an authorized proponent or will be subject to disqualification.
- V. Each unit price box must be filled in or will be subject to disqualification. If not applicable, it should be written either N/A or \$0.00.

**TABLE 1 – Success Completion and Deployment of Intranet Solution**

| Description  | Total Cost |
|--|------------|
| An all-inclusive firm price for the successful completion and deployment of the Intranet Solution as per the Statement of Work (includes initial NCC training and any fees for the first year ie. Licensing, hosting etc.) | \$         |
| Tax :  | \$         |
| Total – Table 1 :  | \$         |

**TABLE 2 – Other Ongoing Fees and Rates** (For work not included in the Statement of Work-Table 1)

| Description                      | Unit of Measure | Estimated Quantities (A)<br>(for bid evaluation purposes only) | Pricing Year 1 & 2 (B)<br>(excluding taxes) | Pricing Year 3 (C)<br>(excluding taxes) | Pricing Year 4 (Option Yr 1)<br>(excluding taxes) | Pricing Year 5 (Option Yr 2)<br>(excluding taxes) | Total Price (excluding taxes)<br>(B + C) x A |
|----------------------------------|-----------------|--|---|---|---|---|--|
| Senior AGILE Project Manager, IT | Hourly          | 50   | \$  | \$                                      | \$  | \$  | \$   |
| Web Architect                    | Hourly          | 50   | \$  | \$                                      | \$  | \$  | \$   |
| Web Specialist                   | Hourly          | 50   | \$  | \$                                      | \$  | \$  | \$   |
| Other :<br>_____                 | Hourly          | 50   | \$  | \$                                      | \$  | \$  | \$   |
| Yearly Maintenance               |                 | 3  |   |   |   |   |  |

|                                    |                 |   |    |    |    |    |    |
|------------------------------------|-----------------|---|----|----|----|----|----|
| / Hosting Fees etc. if applicable: | Yearly          |   | \$ | \$ | \$ | \$ | \$ |
| Licensing Fees:                    | Yearly          | 3 | \$ | \$ | \$ | \$ | \$ |
| Training :                         | One Day On-Site | 5 | \$ | \$ | \$ | \$ | \$ |
| Other fees :<br><hr/>              | Yearly          | 5 | \$ | \$ | \$ | \$ | \$ |
| <b>Table 2 – Subtotal</b>          |                 |   |    |    |    |    | \$ |
| <b>Tax</b>                         |                 |   |    |    |    |    | \$ |
| <b>Table 2 – Total</b>             |                 |   |    |    |    |    | \$ |

|  |    |
|--|----|
| <b>GRAND TOTAL: Total of Table 1 + Table 2 (including taxes)</b> | \$ |
|--|----|

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to the NCC as necessary to gain such understanding.

Signature : \_\_\_\_\_ Date : \_\_\_\_\_

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

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## GENERAL CONDITIONS

### Professional and Consulting Services - Appendix A

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#### **GC1 Interpretation**

##### 1.1 In the contract

- 1.1.1 “contract” means the contract documents referred to in the Articles of Agreement;
- 1.1.2 “invention” means any new and useful art, process, machine, manufacture or composition of matter, or any new and useful improvement thereof;
- 1.1.3 “Chairman” includes a person acting for, or if the office is vacant, in place of the Chairman and the Chairman’s successors in the office, and the Chairman’s or their lawful deputy and any of the Chairman’s or their representatives appointed for the purpose of the contract;
- 1.1.4 “work”, unless otherwise expressed in the contract, means everything that is necessary to be done, furnished or delivered by the Contractor to perform the Contractor’s obligations under the contract;
- 1.1.5 “Commission Representative” means the employee or employees of the Commission who is/are designated by the Articles of Agreement and includes a person authorized by the Commission Representative(s) to perform any of the Commission Representative’s functions under the contract;
- 1.1.6 “prototypes” includes models, patterns and samples;
- 1.1.7 “technical documentation” means designs, reports, photographs, drawings, plans, specifications, computer software, surveys, calculations and other data, information and material collected, computed, drawn or produced, including computer print-outs.

#### **GC2 Successors and Assigns**

- 2.1 The contract shall ensure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.

#### **GC3 Assignment**

- 3.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Chairman and any assignment made without that consent is void and of no effect.
- 3.2 No assignment of the contract shall relieve the Contractor from any obligation under the contract or impose any liability upon the Commission or the Chairman.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC4 Time of the Essence**

- 4.1 Time is of the essence of the contract.
- 4.2 Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by an event beyond the control of the Contractor, and which could not have been avoided by the Contractor without incurring unreasonable cost through the use of work-around plans including alternative sources or other means, constitutes an excusable delay. Events may include, but are not restricted to: acts of God, acts of the Commission, acts of local or provincial governments, fires, floods, epidemics, quarantine restrictions, strikes or labour unrest, freight embargoes and unusually severe weather.
- 4.3 The Contractor shall give notice to the Chairman immediately after the occurrence of the event that causes the excusable delay. The notice shall state the cause and circumstances of the delay and indicate the portion of the work affected by the delay. When requested to do so by the Commission Representative(s), the Contractor shall deliver a description, in a form satisfactory to the Chairman, of work-around plans including alternative sources and any other means that the Contractor will utilize to overcome the delay and endeavor to prevent any further delay. Upon approval in writing by the Chairman of the work-around plans, the Contractor shall implement the work-around plans and use all reasonable means to recover any time lost as a result of the excusable delay.
- 4.4 Unless the Contractor complies with the notice requirements set forth in the contract, any delay that would constitute an excusable delay shall be deemed not to be an excusable delay.
- 4.5 Notwithstanding that the Contractor has complied with the requirements of GC4.3, the Commission may exercise the right of termination contained in GC8.

#### **GC5 Indemnification**

- 5.1 The Contractor shall indemnify and save harmless the Commission and the Chairman from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the Contractor, the Contractor's servants or agents in performing the work or as a result of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 5.2 The Contractor shall indemnify the Commission and the Chairman from all costs, charges and expenses whatsoever that the Commission sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of the Contractor's obligations under the contract, and in respect of the use of or disposal by the Commission of anything furnished pursuant to the contract.
- 5.3 The Contractor's liability to indemnify or reimburse the Commission under the contract shall not affect or prejudice the Commission from exercising any other rights under law.

#### **GC6 Notices**

- 6.1 Where in the contract any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, by telex or fax addressed to the party for whom it is intended at the address mentioned in the contract and any notice, request, direction or other communication shall be deemed to have been given by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex, when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

#### **GC7 Canadian Labour and Materials**

- 7.1 The Contractor shall use Canadian labour and material in the performance of the work to the full extent to which they are procurable, consistent with proper economy and the expeditious carrying out of the work.

#### **GC8 Termination or Suspension**

- 8.1 The Chairman may, by giving notice to the Contractor, terminate or suspend the work with respect to all or any part or parts of the work not completed.
- 8.2 All work completed by the Contractor to the satisfaction of the Commission before the giving of such notice shall be paid for by the Commission in accordance with the provisions of the contract and, for all work not completed before the giving of such notice, The Commission shall pay the Contractor's costs as determined under the provisions of the contract and, in addition, an amount representing a fair and reasonable fee in respect of such work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 8.3 In addition to the amount which the Contractor shall be paid under GC8.2, the Contractor shall be reimbursed for the Contractor's cost of and incidental to the cancellation of obligations incurred by the Contractor pursuant to such notice and obligations incurred by or to which the Contractor is subject with respect to the work.
- 8.4 Payment and reimbursement under the provisions of GC8 shall be made only to the extent that they are established to the satisfaction of the Chairman that the costs and expenses were actually incurred by the Contractor and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 8.5 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 8.6 The Contractor shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Chairman under the provisions of GC8 except as expressly provided therein.

#### **GC9 Termination due to Default of Contractor**

- 9.1 The Commission may, by notice to the Contractor, terminate the whole or any part of the work if:
- (i) the Contractor becomes bankrupt or insolvent, or a receiving order is made against the Contractor, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Contract, or the Contractor takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors, or
  - (ii) the Contractor fails to perform any of the Contractor's obligations under the contract, or, in the Chairman's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.
- 9.2 In the event that the Commission terminates the work in whole or in part under GC9.1, the Commission may arrange, upon such terms and conditions and in such manner as the Commission deems appropriate, for the work to be completed that was so terminated, and the Contractor shall be liable to the Commission for any excess costs relating to the completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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- 9.3 Upon termination of the work under GC9.1, the Chairman may require the Contractor to deliver and transfer title to the Commission, in the manner and to the extent directed by the Chairman, any finished work which has not been delivered and accepted prior to such termination and any materials or work-in-process which the Contractor has specifically acquired or produced for the fulfillment of the contract.

The Commission shall pay the Contractor for all such finished work delivered pursuant to such direction and accepted by the Commission, the cost to the Contractor of such finished work plus the proportionate part of any fee fixed by the said contract and shall pay or reimburse the Contractor the fair and reasonable cost to the Contractor of all materials or work-in process delivered to the Commission pursuant to such direction. The Commission may withhold from the amounts due to the Contractor such sums as the Chairman determines to be necessary to protect the Commission against excess costs for the completion of the work.

- 9.4 The Contractor shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to the Contractor under the contract, exceeds the contract price applicable to the work or the particular part thereof.
- 9.5 If, after the Chairman issues a notice of termination under GC9.1, it is determined by the Chairman that the default of the Contractor is due to causes beyond the control of the Contractor, such notice of termination shall be deemed to have been issued pursuant to GC8.1 and the rights and obligations of the parties hereto shall be governed by GC8.

#### **GC10 Records to be kept by Contractor**

- 10.1 The Contractor shall keep proper accounts and records of the cost of the work and of all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers, which shall at reasonable times be open to audit and inspection by the authorized representatives of the Chairman who may make copies and take extracts therefrom.
- 10.2 The Contractor shall afford facilities for audit and inspection and shall furnish the authorized representatives of the Chairman with such information as the Chairman or they may from time to time require with reference to the documents referred to herein.
- 10.3 The Contractor shall not dispose of the documents referred to herein without the written consent of the Chairman, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract, in the absence of such specification, for a period of two years following completion of the work.

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## **GENERAL CONDITIONS**

### **Professional and Consulting Services - Appendix A**

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#### **GC11 Ownership of Intellectual and Other Property including Copyright**

- 11.1 Technical documentation and prototypes produced by the Contractor in the performance of the work under the contract shall vest in and remain the property of the Commission, and the Contractor shall account fully to the Chairman in respect of the foregoing in such manner as the Chairman shall direct.
- 11.2 Technical documentation shall contain the following copyright notice:  
HER MAJESTY THE QUEEN IN RIGHT OF CANADA (YEAR)  
as represented by the Chairman of the National Capital Commission
- 11.3 Technical information and inventions conceived or developed or first actually reduced to practice in performing the work under the contract shall be the property of the Commission. The Contractor shall have no rights in and to the same. The Contractor shall not divulge or use such technical information and inventions, other than in performing the work under the contract, and shall not sell other than to the Commission any articles or things embodying such technical information and inventions.
- 11.4 The Contractor agrees to execute any further assignments or agreements as may be requested by the Commission for the purpose of registering the Commission's right of ownership recognized hereunder with the Industrial Design, Trademarks, Patents or Copyright Offices. The Contractor also agrees to arrange for any employees of the Contractor or any agent or sub-contractor of the Contractor who may be considered the author of any work which shall become the property of the Commission pursuant to this section, to sign a release form in a form satisfactory to the Commission, waiving the author's moral rights with respect to claiming authorship of the work and/or restraining the Commission's use, or modification of the work.

#### **GC12 Conflict of Interest**

- 12.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Commission Representative(s).

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**GENERAL CONDITIONS**  
**Professional and Consulting Services - Appendix A**

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**GC13 Contractor Status**

- 13.1 This is a contract for the performance of a service and the Contractor is engaged under the contract as an independent contractor for the sole purpose of providing a service. Neither the Contractor nor any of the Contractor's personnel is engaged by the contract as an employee, servant or agent of the Commission. The Contractor agrees to be solely responsible for any and all payments and/or deductions required to be made including those required for Canada or Quebec Pension Plans, Unemployment Insurance, Worker's Compensation, or Income Tax.

**GC14 Warranty by Contractor**

- 14.1 The Contractor warrants that the Contractor is competent to perform the work required under the contract in that the Contractor has the necessary qualifications including the knowledge, skill and ability to perform the work.
- 14.2 The Contractor warrants that the Contractor shall provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation.

**GC15 Member of House of Commons**

- 15.1 No member of the House of Commons shall be admitted to any share or part of this contract or to any benefit to arise therefrom.

**GC16 Amendments**

- 16.1 No amendment of the contract nor waiver of any of the terms and provisions shall be deemed valid unless effected by a written amendment.

**GC17 Entire Agreement**

- 17.1 The contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

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## **SUPPLEMENTARY CONDITIONS**

### **Professional and Consulting Services - Appendix B**

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#### **GC1 Hours and Place of Work**

- 1.1 When the work is to be carried out in the Commission's offices, the Contractor shall, in the interests of co-ordination, adopt the same hours of work as the Commission's employees.

#### **GC2 No Additional Remuneration**

- 2.1 It is understood and agreed that the Contractor shall act as an independent Contractor and that he shall not be entitled to any payment or remuneration other than that provided for in clause 3.1 of the contract and set out in greater detail in the Terms of Payment of the present contract.

#### **GC3 Compliance with Legal Requirements**

- 3.1 The Contractor himself shall be solely responsible for complying with all federal and provincial laws and municipal by-laws applicable within the context of the services provided by him under the present contract.

#### **GC4 Responsibility of the Commission**

- 4.1 The Chairman shall provide the support, counsel, directives, instructions, acceptances, decisions and information that he shall consider necessary or appropriate in connection with this contract.

#### **GC5 Ownership of Documents**

- 5.1 All documents submitted or prepared by him under the terms of the contract shall become the property of the Commission, which shall become the owner of the copyright.
- 5.2 All documents and records, and the information contained therein, provided to the Contractor related to or for the purposes of this Contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than Commission personnel, unless expressly authorized by the Commission. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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5.3 As may be directed in writing by the Commission upon the expiry, termination or completion of the Contract, the Contractor shall either return to the Commission forthwith all documents or records provided to it by the Commission or destroy all documents and records, together with satisfactory proof of such destruction.

5.4 The Commission shall have unrestricted access to all documents and records provided to the Contractor during the term of the Contract.

**GC6 Copyright**

6.1 In accordance with section 11 of the Copyright Act, copyrights for all reports or documents prepared by the Contractor shall belong to the Commission for a period of fifty (50) years from the date of their first publication.

**GC7 Ownership of Inventions**

7.1 Pursuant to paragraph GC11.3 of the general conditions, the Contractor shall have no other claim than that which may be granted to him by the Commission, and he may not apply for a patent in connection with any inventions unless he has the written consent of the Commission.

**GC8 Managers, Employees, Agents and Sub-contractors**

8.1 The Contractor shall take all reasonable measures and precautions to ensure that his managers, employees, agents and sub-contractors comply with the terms of the present supplementary conditions. Without limiting the general nature of the above, contractors shall include in all subcontracts arising from this contract, clauses which are similar to the general conditions and to these supplementary conditions, such clauses to be formulated in terms that are not less favorable to the Commission than their counterparts in the said general and supplementary conditions. The Contractor shall comply with these documents' and take any other actions required by the Chairman in order to fulfill the terms of the present clause.

**GC 9 Use of NCC Geomatics Database**

9.1 The Contractor may request through the NCC Project Manager the use of the NCC owned database containing information on topography, underground services, certain building surveys, etc, for the purposes of this Contract.

9.2 The Contractor by using the NCC database acknowledges that it is owned by the NCC and no ownership rights are conferred. The Contractor will use the database only for the Contractor's own internal operations relating to approved NCC assignments.

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**SUPPLEMENTARY CONDITIONS**  
**Professional and Consulting Services - Appendix B**

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- 9.3 The Contractor may adapt the data in their copy of the database or create derived works from such data provided such adapted data or derived works are used for the Contractor's own internal operations described in clause 9.2.
- 9.4 The use of the NCC owned database is granted on a royalty-free basis and therefore no fee is payable to the NCC.
- 9.5 The NCC makes no warranties, either expressed or implied, as to any matter, including without limitation, the condition, quality or freedom from error of the database or any part of the database or its fitness for any purpose.
- 9.6 The Contractor agrees to indemnify and save harmless the NCC from and against all claims, demands, suits, losses, costs, expenses (including reasonable legal fees) and damages arising out of or related to the Contractor's use of the database.
- 9.7 Upon expiration or early termination of the Contract, all rights and privileges granted to the Contractor for use of the database will immediately terminate and the Contractor shall immediately return all copies of the database and all related material to the NCC Project Manager, or provide proof to the NCC that all copies of the database and related material have been destroyed.

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## SECURITY REQUIREMENTS

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### Security Requirements

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

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

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

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

### Additional information

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

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

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

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

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

### Company Security Representative

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

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

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

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## SECURITY REQUIREMENTS

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

### Responsibilities of the Company Security Representative

The CSR's responsibilities are the following:

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

### Access to site

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

### References

[Security of Information Act](#)

[Access to Information Act](#)

[Privacy Act](#)

[Policy on Government Security](#)

Supplier No. / N° du fournisseur

New supplier / Nouveau fournisseur       Update / Mise à jour

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

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

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

|  |  |                                    |                                   |
|--|--|------------------------------------|-----------------------------------|
| Legal name of entity or individual / Nom légal de l'entité ou du particulier   | Operating name of entity or individual (if different from Legal Name) / Nom commercial de l'entité ou du particulier (s'il diffère du nom légal) |                                    |                                   |
| Former Public Servant in receipt of a PSSA Pension / Ancien fonctionnaire qui reçoit une pension en vertu de la LPPF   |  | <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 LPPF, ou un partenariat formé d'anciens fonctionnaires touchant une pension en vertu de la LPPF, où les entités dans lesquelles ils détiennent le contrôle ou un intérêt majoritaire. |  | <input type="checkbox"/> Yes / Oui | <input type="checkbox"/> No / Non |
| Address / Adresse  | Telephone No. / N° de téléphone :  | Fax No. / N° de télécopieur :      |                                   |
| Postal code / Code postal  | ( )  | ( )                                |                                   |

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

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

|  |   |                            |   |                    |
|--|---|----------------------------|---|--------------------|
| (1) Sole proprietor / Propriétaire unique <input type="checkbox"/>               | If sole proprietor, provide: / Si propriétaire unique, indiquez :                           | Last Name / Nom de famille | First name / Prénom   | Initial / Initiale |
| (2) Partnership / Société de personnes <input type="checkbox"/>                  | (3) Corporation / Société <input type="checkbox"/>  |                            |   |                    |
| Business No. (BN) / N° de l'entreprise (NE) -                                    | <b>OR / OU</b>  | SIN / NAS -                |   |                    |
| GST/HST / TPS et TVH   | QST / TVQ (Québec)  |                            |   |                    |
| Number / Numéro : _____<br>Not registered / non inscrit <input type="checkbox"/> | Number / Numéro : _____<br>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 / N° de la succursale       | Institution No. / N° de l'institution : | Account No. / N° de compte : |
| Institution name / Nom de l'institution : |   | Address / Adresse :          |
| Postal Code / Code postal :               |   |                              |

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

E-mail address / Adresse courriel :

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

E-mail address / Adresse courriel :

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

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

**IMPORTANT**

|   |  |
|---|--|
| Please fill in and return to the National Capital Commission with 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 Services<br>National Capital Commission<br>202-40 Elgin Street<br>Ottawa, ON K1P 1C7 Fax: (613) 239-5007                    | Poster ou télécopier à : Services de l'approvisionnement<br>Commission de la capitale nationale<br>40, rue Elgin, pièce 202<br>Ottawa (Ontario) K1P 1C7 Télécopieur : (613) 239-5007                           |

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

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

**Supplier Tax Information**

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

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

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

**Direct deposit payment information**

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

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

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

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

**The advantages of direct deposit payment**

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

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

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

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

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

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

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

**Renseignements sur le paiement par dépôt direct**

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

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

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

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

**Avantages du paiement par dépôt direct**

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

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

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