

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage , Phase III**  
**Core 0A1 / Noyau 0A1**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> PARKING Laurier L'Esplanade	
<b>Solicitation No. - N° de l'invitation</b> EHA01-121082/B	<b>Date</b> 2013-03-08
<b>Client Reference No. - N° de référence du client</b> 20121082	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ZH-129-25558	
<b>File No. - N° de dossier</b> 129zh.EHA01-121082	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-04-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> Specified Herein - Précisé dans les présentes <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Spivack, Jessica	<b>Buyer Id - Id de l'acheteur</b> 129zh
<b>Telephone No. - N° de téléphone</b> (819) 956-0151 ( )	<b>FAX No. - N° de FAX</b> (819) 956-2675
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA L ESPLANADE LAURIER LVL M2 300 LAURIER AVE W. OTTAWA Ontario K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Training and Specialized Services Division/Division de la  
formation et des services spécialisés  
11 Laurier St. / 11, rue Laurier  
10C1, Place du Portage  
Gatineau, Québec K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation ;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Attachments include: the Pricing Schedule, the Technical Criteria and the Certifications.

The Annexes include: the Statement of Work, Basis of Payment, Security Requirements Check List, and the Insurance Requirements.

### **2. Summary**

This bid solicitation is being issued to satisfy the requirement of Public Works and Government Services Canada (PWGSC) for Parking Management Services of 300 Laurier Avenue West, the L'Esplanade Laurier Complex.

The Period of Contract is for 2 years from Contract Award with the irrevocable option to extend by 3 additional 1 year periods.

There is a security requirement associated with this requirement. For additional information, consult Part 6 - Security, Financial and Other Requirements, and Part 7 - Resulting Contract Clauses. Bidders should consult the "[Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders](http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31)" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the [Departmental Standard Procurement Documents](#) Web site.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **PART 2 - BIDDER INSTRUCTIONS**

### **1. Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) calendar days.

### **2. Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **3. Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Quebec.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid(s) in separately bound sections as follows:

Section I: Technical Bid ( 4 hard copies)  
Section II: Financial Bid ( 1 hard copy);  
Section III: Certifications and related documentation ( 1 hard copy), and  
Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper; and
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html> ).

To assist Canada in reaching its objectives, bidders should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Part 4, Evaluation Procedures, contains additional instructions that bidders should consider when preparing their technical bid.

## Section II: Financial Bid

**1.1** Bidders must submit their financial bid in Canadian funds and in accordance with the pricing schedule detailed in Attachment 1 to Part 3. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, as applicable.

**1.2** Bidders must submit their prices and rates FOB destination; Canadian customs duties and excise taxes included, as applicable; and GST or HST excluded.

**1.3** When preparing their financial bid, bidders should review the basis of payment in Annex B and clause 1.2, Financial Evaluation, of Part 4.

## Section III: Certifications and related documents

Bidders should provide the certifications required under Part 5 and the related documentation in Section III of their bid.

## Section IV: Additional Information

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- A. an individual;
- B. an individual who has incorporated;
- C. a partnership made of former public servants; or
- D. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

### Former Public Servant in Receipt of a Pension

**As per the above definitions, is the Bidder a FPS in receipt of a pension? Yes ( ) No ( )**



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If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- A. name of former public servant;
- B. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

### **Work Force Reduction Program**

**Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? Yes ( ) No ( )**

If so, the Bidder must provide the following information:

- A. name of former public servant;
- B. conditions of the lump sum payment incentive;
- C. date of termination of employment;
- D. amount of lump sum payment;
- E. rate of pay on which lump sum payment is based;
- F. period of lump sum payment including start date, end date and number of weeks;
- G. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including the Goods and Services Tax or Harmonized Sales Tax.

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## **ATTACHMENT 1 to PART 3 PRICING SCHEDULE**

(see attached)

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Criteria**

Refer to Attachment 1 to Part 4.

#### **1.2 Financial Evaluation**

For bid evaluation and contractor(s) selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Lowest Evaluated Price**

A bid must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## ATTACHMENT 1 to PART 4 TECHNICAL CRITERIA

### 1.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>Mandatory Technical Criteria (MT)</b>	
<b>Number</b>	<b>Mandatory Technical Criterion</b>
<b>MT1</b>	<p>The bidder must demonstrate that they have a minimum of 60 months of experience since June 2005 providing parking management services similar to the services described in the Statement of Work. The parking facility must have 200 or more parking spaces.</p> <p>In order to demonstrate the experience, the bidder must provide the following information, as a minimum, for each applicable period of demonstrated experience:</p> <ul style="list-style-type: none"> <li>- Description of parking management services;</li> <li>- Description of the parking facility, including number of parking spaces;</li> <li>- Address of parking facility;</li> <li>- Client name; and</li> <li>- Start and end dates of the service period.</li> </ul> <p>The 60 months of experience cannot be concurrent.</p>
<b>MT2</b>	<p>The bidder must demonstrate that they have a minimum of 24 months of experience using a electronic revenue control system similar to the services described in the Statement of Work.</p> <p>In order to demonstrate the experience, the bidder must provide the following information, as a minimum:</p> <ul style="list-style-type: none"> <li>- Start and end dates of the period using the electronic revenue control system application; and</li> <li>- Description of the electronic revenue control system application.</li> </ul> <p>The 24 months of experience cannot be concurrent.</p>

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested. Bidders should provide the required certifications and related documentation in Section III of their bid.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications and Related documentation**

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation there in required will help Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed at Attachment 1 to Part 5, should be completed and submitted with the bid but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

## ATTACHMENT 1 to PART 5 CERTIFICATIONS

### 1 Federal Contractors Program

#### 1.1 Federal Contractors Program - \$200,000 or more

- 1.1.1 The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder is subject to the FCP or, if the Bidder is a joint venture and if any of the members of the joint venture is subject to the FCP, evidence of the commitment made by the Bidder or by each member of the joint venture who is subject to the FCP must be provided by the Bidder before the award of any contract resulting from the bid solicitation.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either, as a result of a finding of non-compliance by HRSDC, or, following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

- 1.1.2 The Bidder or, if the Bidder is a joint venture, any of the members of the joint venture who does not fall within the exceptions enumerated in 3.a or b below or does not have a valid certificate number confirming its adherence to the FCP must fax (819-953- 8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
- 1.1.3 The Bidder or, if the Bidder is a joint venture, the member of the joint venture certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a. ( ) is not subject to the FCP, having a workforce of less than 100 permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada;
- b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more permanent full-time, permanent part-time and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- d. ( ) is subject to the FCP, has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

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Further information on the [FCP](#) is available on the HRSDC Web site.

**Certification**

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses; and
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites.

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

For additional information on security requirements, bidders should consult the "Security Requirements for PWGSC Bid Solicitations - Instructions for Bidders" (<http://www.tpsgc-pwgsc.gc.ca/app-acq/lc-pl/lc-pl-eng.html#a31>) document on the Departmental Standard Procurement Documents Website.

### **2. Financial Capability**

SACC Manual clause A9033T(2011-05-16), Financial Capability

### **3. Insurance Requirements**

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex D.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



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## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work in Annex A.

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2035 (2012-11-19), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

### 3. Security Requirement

The Contractor must, at all times during the performance of the Contract, hold a valid Designated Organization Screening (DOS), issued by the Canadian Industrial Security Directorate (CISD), Public Works and Government Services Canada (PWGSC).

The Contractor personnel requiring access to sensitive work site(s) must EACH hold a valid **RELIABILITY STATUS**, granted or approved by CISD/PWGSC.

Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of CISD/PWGSC.

The Contractor must comply with the provisions of the:

- (a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
- (b) Industrial Security Manual (Latest Edition).

### 4. Term of Contract

#### 4.1 Period of the Contract

The period of the Contract is 2 years from date of Contract award.

#### 4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

#### 4.3 Option to Extend - Transition Period

The Contractor acknowledges that the nature of the services provided under the Contract requires continuity and that a transition period may be required at the end of the Contract. The Contractor agrees that Canada may, at its discretion, extend the Contract by a period of up to 3 months under the same conditions to ensure the required transition. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

The Contracting Authority will advise the Contractor of the extension by sending a written notice to the Contractor at least 5 calendar days before the contract expiry date. The extension will be evidenced for administrative purposes only, through a contract amendment.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jessica Spivack  
 Title: Supply Specialist  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Directorate: PSPD  
 Address: Place du Portage III, 10C1, Gatineau, QC K1A 0S5

Telephone: 819-956-0151  
 E-mail address: jessica.spivack@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

#### 5.2 Project Authority (to be identified at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
  
 Telephone: \_\_\_\_- \_\_\_\_- \_\_\_\_  
 Facsimile: \_\_\_\_- \_\_\_\_- \_\_\_\_  
 E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the

Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 5.3 Contractor's Representative (to be identified at contract award)

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

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_ - \_\_\_ - \_\_\_\_

Facsimile: \_\_\_ - \_\_\_ - \_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract , the Contractor will be paid as detailed in Annex B - Basis of Payment. Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Expenditure - Cost Reimbursable expenses

For the Work described in section 8.16 of the Statement of Work, the Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$\_\_\_\_\_. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

### 6.3 Method of Payment

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work performed has been accepted by Canada.

In accordance with the Financial Administration Act and the Receipt and Deposit of Public Money Regulations, the Contractor must record the following information in a register kept for that purpose:

- (a) the amounts received, deposited or withheld;
- (b) all other information required for identification or audit purposes; and
- (c) on request, or if directed to do so by the appropriate Minister, the Contractor shall issue a receipt or acknowledgement for any public money collected or received.

### 6.4 SACC Manual Clauses

A9113C (2008-12-12), Handling of Personal Information

C0705C (2010-01-11), Discretionary Audit

## 7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

The Contractor must submit invoices on a monthly basis for work performed during the month.

Each invoice must be supported by:

- (a) Monthly Parking Report

The Contractor is fully responsible for payment to Canada for parking generated revenue.

## 8. Certifications

### 8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2035 (2012-11-19), General Conditions - Higher Complexity - Services;
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Security Requirements Check List;
- (g) Annex D, Insurance Requirements; and
- (h) the Contractor's bid dated \_\_\_\_\_ as clarified on \_\_\_\_\_ and, as amended on \_\_\_\_\_

## 11. Foreign Nationals

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

OR

SACC Manual clause A2000C (2006-06-16), Foreign Nationals (Canadian Contractor)

## 12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex D. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 13. Receipt and Deposit of Public Money

Every person who collects or receives public money must, in accordance with the Financial Administration Act (FAA),

- a. record the following information in a register kept for that purpose:
  - i. the date of every receipt and deposit,
  - ii. the amounts received, deposited or withheld, and
  - iii. all other information required for identification or audit purposes; and
- b. issue a receipt or acknowledgment for any public money collected or received; and
- c. provide on daily basis to the Contracting Authority a detailed listing of all cheques and cash deposited that day.

### Cash and Cheques

Only Canadian funds will be accepted by Canada.

When receiving cash or cheques, Contractors must do all of the following:

- A. Deposit all public monies received to the credit of the Receiver General, in the following Receiver General account at the identified Financial Institution created for that purpose by the Contracting Authority:

*financial institution to be identified following contract award*

- b. Each deposit must be made daily as follows:
  - i. All cheques and cash must be deposited daily in the designated Receiver General account using deposit slips provided by the Contracting Authority on contract award for that purpose;
  - ii. All cheques being deposited must be stamped (using black ink only) with the standard information and respective financial institution's details as set out in the "Endorsement Stamp Mandatory Information" instructions provided following contract award, as well as any additional reference numbers assigned to the financial institution branch. The stamps will be provided by the Contracting Authority upon contract award;

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- iii. Cash items, including any bills and coins received, must be bundled and in order so as to ensure safe transport and efficient procession of the deposit;
  - iv. The ordering of any bills should coincide with the listing on the deposit slip from smallest to largest denomination;
  - v. Any Canadian coins included in the deposit should be rolled or packaged so as to avoid them being loose within the deposit bag;
  - vi. An adding machine tape (listing the cheques in order) must be included in each batch of same currency cheques. Batches should not contain more than 250 cheques;
  - vii. Note that no cheque of \$25 million or more can be accepted from the public since to cheque above this amount will be accepted by the Canadian Clearing System;
  - viii. Polymer Bank Notes: For night deposits and courier/armored deliveries ONLY, the Bank of Canada requires that the new polymer notes be bundled separately from existing bank notes in the deposit;
  - ix. The method used to bring a standard deposit to a Financial Institution, whether it is by courier delivery, armored car transport or brought directly to the Financial Institution, is the contractor's decision and sole responsibility;
  - x. Once the Financial Institution has received the deposit, it will initial and date stamp the deposit slip and return one copy to the depositor. In the case where the deposit is delivered by courier or armored car, a stamped copy of the previous day's deposit slip may be returned by the transport company providing the service when picking up the next day's deposit;
  - xi. Where a deposit item is returned by the Financial Institution to the Contractor, the amount will be charged back to the standard deposit concentrator account. The Contractor will have 5 banking days after the charge back to report the returned item(s) to the Contracting Authority; and
  - xii. It is the Contractor' sole responsibility to ensure that arrangements are in place for safekeeping deposit items while in its custody and/or while transporting sums of money when making deposits. Canada will not be responsible for any losses that might occur while monies are in the Contractor's possession or in transit to the designated Financial Institution.

#### Credit and Debit Card Receipts

For payments made by debit or credit cards, the Contractor must do all of the following:

- i. The Contractor must obtain from the Contracting Authority a credit card merchant account number as well as any corresponding terminals, if needed, that will enable credit and/or debit charges;
- ii. The Contractor must process credit and debit card changes with the identified Card Acquirer to be identified following contract award;
- iii. The Card Acquirer(s) will be responsible for the acceptance, processing and settlement of Visa, MasterCard and American Express and Debit Card (Interac, Interac Online and other brands if requested) transactions payable to the Receiver General for Canada, including sales, authorizations and refunds. The Card Acquirer will also be responsible for the provision of point-of-sale (POS) workstation rentals.

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## ANNEX A

### STATEMENT OF WORK

#### 1. Objective

Public Works and Government Services Canada (PWGSC) is seeking to retain a qualified Contractor to provide parking management services for 300 Laurier Avenue West, the L'Esplanade Laurier Complex.

#### 2. Background

PWGSC will require the services of a contractor to provide parking management services at L'Esplanade Laurier to commence work following contract award. The facility accommodates approximately 3,500 federal government employees from a number of different departments, along with commercial tenants.

As custodian of the building, PWGSC is responsible for providing parking in accordance with its Custodial Parking Policy. This policy requires that dedicated parking spaces be made available to tenant departments to meet their Minimum Operational Requirements (MOR) and Additional Operational Requirements (AOR) as defined within the policy.

#### 3. Overview of Facilities

The L'Esplanade Laurier parking facility consists of 3 underground levels. Entrance to the facility is gated, and provided from Gloucester Street. There are 300 parking spaces, plus two additional spaces, which are used for bicycle parking. A monthly parking pass system is used for control purposes, with daily permits issued for short-term parking. There may be rotating closures to effect repairs in the future due to deteriorating concrete. Notice of the closures or any spaces to reopen that are currently unavailable will be provided once known in advance to the Contractor.

Of the 300 parking spaces at L'Esplanade Laurier, 25 are reserved for use by the various federal government tenant departments to meet their operational requirements. These spaces are provided directly to the departments by PWGSC through an Occupancy Instrument (OI).

#### 4. Parking Types

##### 4.1 MOR/AOR Permits

MOR/AOR permits are for exclusive use of identified reserved parking spaces at all times. These spaces are managed by PWGSC in direct co-operation with the departments. The Contractor does not collect fees for these permits, but is responsible to provide access cards and enforcement.

The number of parking spaces required to meet operational requirements is subject to change. PWGSC will determine any increase or decrease in operational requirements to be provided under OI. The Contractor will be informed in writing of any modifications to the operational requirements 30 days prior to these changes taking effect. In exceptional circumstances (i.e. to

accommodate Ministerial Staff), less than 30 days notice may be provided, however, reasonable effort will be made satisfy the 30 day notice period whenever possible.

The total number of parking spaces at the facility may be temporarily reduced to carry out maintenance and repairs. With the exception of emergency repairs, 30 days written notice will be provided of all scheduled work to allow the Contractor to manage the distribution of permits

#### 4.2 Monthly Parking Permits

Monthly permits for unreserved parking spaces are fully managed by the Contractor, and are for the use of specific parking areas other than identified MOR/AOR permit spaces.

#### 4.3 Daily Parking Permits

There is one class of daily parking, transient parking.

#### 4.4 Bicycle Parking Pass

The bicycle parking stalls are located on P1, passes are to be available upon request for off hours access.

### 5. **Reference Document and Definitions**

Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service  
[Http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12541&section=text](http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=12541&section=text)

Federal Identification Program  
<http://www.tbs-sct.gc.ca/fip-pcim/index-eng.asp>

Custodial Parking Policy ( -- link does not work --- )  
<http://publiservice.tpsgc-pwgsc.gc.ca/publiservice/bi-rp/publications/politique-policy-e.html>

### 6. **Scope**

The scope of services includes the distribution of daily and monthly parking permits, collection and remittance of revenue, main office administration, responding to enquiries, access control, monitoring and enforcement, installing and maintaining equipment and other duties as may be required to manage the parking facility in a professional, business like and efficient manner.

See Attachment 1 to Annex A for equipment and environment specifications required under this contract.

See Attachment 2 to Annex A for drawings of the parking area, with bicycle parking and stall closures identified.

### 7. **Tasks**

- 7.1 The Contractor is responsible for the management and operation of the parking facility.
- 7.2 The Contractor is responsible to ensure the collection of monthly and daily parking fees and maintain adequate revenue controls.
- 7.3 The Contractor must maintain an accurate and efficient system of internal controls covering revenue and expenses (revenue control system).



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- 7.4 The Contractor must remit to the Receiver General of Canada, the full amount of all parking fees, whether actually collected by the Contractor or due and payable and provide PWGSC with the revenue reports and deposit receipt(s) indicating the exact amount deposited.
- 7.5 The Contractor must manage the parking in a cost effective and efficient manner, show due diligence and consider potential additional revenue.
- 7.6 The Contractor must attend a Kick Off meeting following contract award to discuss administrative details, confirm start date on-site, provide operational start date as part of confirmation of transition details
- 7.7 The Contractor must provide all supervision and labour for the management of the parking facility.
- 7.8 The Contractor must supply all required office equipment, which may be required for administrative purposes excluding a computer and a screen, a printer, an Interact machine and a desk, which are provided and owned by PWGSC.
- 7.9 The Contractor must manage the parking in accordance with the PWGSC custodial parking policy.
- 7.10 The Contractor must prepare, manage and maintain a monthly parking waiting list. PWGSC may request to see the waiting list at anytime. All permits are to be offered on a first-come, first-served basis, with buildings occupants given first priority.
- 7.11 The Contractor, its agents or employees must not operate or use any motor vehicle belonging to the public under any circumstances.
- 7.12 The Contractor is allowed to tow and ticket for vehicles improperly parked.
- 7.13 In the event that a monthly permit holder finds that no parking space is available, the Contractor is to act diligently to resolve the situation according to priority by class of permit. MOR/AOR permits are to receive the highest priority, followed by monthly permits, and lastly, daily permits.
- 7.14 The Contractor must not permit the parking area to be used for any purpose other than as a pay parking facility for automobiles, trucks, and motorcycles, having a maximum height no greater than 6'4" (1.93 meters) including rooftop accessories and of such length and width no greater than a parking space. Within the parking facility, the Contractor must not sell, or permit to be sold merchandise, goods, or services of any nature other than parking permits.
- 7.15 All unclaimed articles found on or in the parking facility must be turned over to PWGSC. A receipt will be given to the Contractor for such articles.
- 7.16 All parking attendants and other personnel must be thoroughly familiar with the operation of all parking systems and equipment installed in the parking facility, including the parking revenue control system.
- 7.17 The Contractor must supply, install and inspect, maintain and repair all parking control equipment. The Contractor must immediately advise PWGSC, in writing of all defects or malfunctions of any of the parking equipment systems indicated in Section 6.0 that would effect the operation of the facilities.

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- 7.18 The Contractor must provide personnel to operate the parking facility in the event of an emergency equipment breakdown after regular business hours (see Section 8.5) to ensure that vehicles parked daily may exit and that monthly pass holders may enter and exit the parking facility.
- 7.19 The Contractor must maintain all parking control equipment and parking office clean (sweeping, garbage removal, etc.). PWGSC maintains the right to inspect equipment and facilities at any time during the contract period.
- 7.20 The Contractor must advise PWGSC of all problems related to cleaning (other than the parking office and equipment) snow removal, ice and dirt build-up, or any other hazardous situation that may arise.
- 7.21 The Contractor must advise PWGSC and the National Service Call Centre (NSCC) if snow clearing/removal is not completed by 7:00 a.m. or if a hazardous condition exists.
- 7.22 The Contractor is responsible for all matters related to parking enforcement. Contractor must show proof of enforcement training to PWGSC.
- 7.23 The Contractor's personnel must have a voice pager or similar communication device to ensure a response time within one (1) hour for contacting a PWGSC representative during all hours of parking facility operations. Any PWGSC telephone number must not appear in directories as a business telephone for the company.
- 7.24 The Contractor must handle and record in a prompt and courteous manner all complaints from users and inform PWGSC of the actions taken to resolve them within 2 business days of any complaint.
- 7.25 The Contractor is responsible for all signage and markings required for the operation of the parking facility not including directional or safety signage.
- 7.25.1 The Contractor must post his refund and liability policy prominently at all access points.
- 7.25.2 All signs must be approved by PWGSC prior to being posted. The Contractor must conform to any and all requests from PWGSC, verbal or written, to modify, remove or relocate any signage.
- 7.25.3 No signage other than that required for management of the parking facility is permitted without the prior written consent of PWGSC.
- 7.25.4 All signage must meet the requirements of the Federal Identification Program (FIP) standards.
- 7.26 The Contractor must, at its own cost, obtain and maintain all required permits, licenses, consents and other approvals required by the municipality and/or other authorities having jurisdiction for the operation of the parking facility, and will abide by the terms so-imposed.
- 7.27 The Contractor must abide by and comply with all federal, provincial, and municipal laws, ordinances, and regulations, including, without limitation, fire precautions, security requirements, traffic control, sanitation, employment equity, and any other requirements related to the management and operation of the parking facility.
- 7.28 The Contractor must keep and maintain accurate records for the operation and management of the car-parking facility and, when requested, make such materials available for inspection and

audit by PWGSC. The Contractor must keep and preserve the said material for a period of at least seven years following the completion or termination of services.

- 7.29 The Contractor is responsible to purchase, manage and supply Parking Card Access to clients and/or users where required. The Parking Card Access itself will be the property of service provider and the contractor will be entitled to ask parking clients and/or users for a refundable cash deposit to manage the cost of unreturned and/or lost Parking Cards. The deposit amount set by the contractor must not exceed \$20. The money deposit received from clients and/or users is not to be registered in the revenue control system.
- 7.30 The Contractor must provide access cards for bicycle parking to those that request it. The Bicycle parking pass must provide entry from the garage door to the bicycle stalls only and must not activate the entry or exit gates.
- 7.31 The Contractor must advise PWGSC if there is a malfunction of the garage doors. They must contact the property manager at PWGSC during regular business hours. If the malfunction occurs outside regular business hours, the contract must contact the Security office of the building.

## 8. Constraints

- 8.1 No free parking is permitted in the car-parking facility. Vehicles of the Contractor and its employees are subject to the same rates as those of customers.
- 8.2 The Contractor is liable for the cost of repairs and/or service arising from any damage to the said facility due to negligence of the Contractor, its employees or agents. PWGSC reserves the right to spot check the facility at any time to ensure no damage has occurred.
- 8.3 The Contractor will only have access to the parking facility for the purposes detailed in this contract. All on-site parking attendants must remain in close proximity to the office to which they are assigned.
- 8.4 The Contractor must provide to PWGSC on a quarterly basis, a PDF formatted list of its employees requiring access to the site with approved security clearance; amendments to the list can be submitted at any time. In the event that the Contractor fails to comply with this requirement, PWGSC has the right to take appropriate contingency action, including barring access of particular persons to the site.

### 8.5 Staffing requirement and Hours of Operation

The Contractor must be operational at Contract Award. Confirmation of start date will be provided upon contract award. The Contractor must continuously and actively carry out management of the parking facilities 24 hours per day, each day of the year, during the period of the contract.

The Contractor must staff the parking office between the regular hours of 6 a.m. to 6 p.m. every Monday to Friday (excluding federal statutory holidays). All other times, operation of the parking facility must be automated with off-site monitoring, and the Contractor must ensure that vehicles parking daily may exit the parking facility after hours and that monthly pass holders may, at all times, enter and exit the parking facility by using their access card.

The Contractor must ensure that sufficient qualified and approved personnel are available on site during regular hours of operation to issue monthly permits and daily permits, respond to

enquiries, carry out enforcement, and perform other tasks as may be required for the operation of the parking facility. The Contractor must also provide all necessary executive and supervisory personnel who are not stationed at the parking facility but are required for proper management of the facility.

When required, PWGSC will provide written instructions for any changes to the hours of operation. Any change must be in place operationally within five business days.

#### 8.6 Language Requirements

The Contractor is required to provide service in both English and French. Sufficient personnel must be available at all times to provide bilingual services to the public.

The Contractor must ensure that all printed and written matter displayed or made available to the public for information or advertising purposes in the parking facility must be in both official languages of Canada. Such matter includes, but is not limited to, signs, notices, memos, and fee menus.

#### 8.7 Uniforms

While on duty, every personnel must be neatly and properly attired and wear a uniform supplied by the Contractor.

8.8 The Contractor is responsible to obtain their own Internet Access or telephone line if required.

8.9 Vehicles improperly parked in reserved stalls following arrangement with the Contractor, are to be given notice or ticketed for parking violations or towed, where appropriate. In all cases involving MOR/AOR permits/spaces, notice must be provided to Technical Authority before any action is taken

8.10 The number of monthly parking passes and daily parking tickets that can be issued is subject to the written approval of PWGSC. The parking facility must be managed so that monthly permit holders are reasonably assured of finding a parking space whenever they arrive at the facility.

8.11 The number of handicapped parking spaces to be provided will be established by PWGSC based on the "Policy on the Duty to Accommodate Persons with Disabilities in the Federal Public Service". Where a request for a monthly handicapped parking space is received, the Contractor must work with PWGSC to accommodate the request.

### 9. Client Support

9.1 It is the parking operators' responsibility to propose the market rates and ensure that the parking lots are managed as efficiently as possible. Changes in parking rates to be charged will be communicated to PWGSC sixty days in advance and in writing by the Contractor, and will be based on an assessment of current market rates.

9.2 Parking rate changes are to be communicated to the parking clients, in writing, by the contractor at least 30 days prior to a parking rate price change.

- 9.3 The Contractor must provide the rates charged for cards, card deposits, card replacements and late fees in the Monthly Report. Current rates must remain in effect for 60 days at the start of the Contract and include the 30 day notice if price changes:
- Monthly Reserved \$265.00/mo.  
 Monthly \$220.00/mo. –  
 Daily \$14/day  
 Access pass \$20.00 deposit
- 9.4 PWGSC will provide utilities and a site office located on P3, North West of the Parking Garage, for the operations of the Contractor. PWGSC will assume responsibility for the provision, maintenance, and repair of the parking infrastructure, including the parking spaces and aisles.
- 9.5 The total number of parking spaces at the facility may be temporarily reduced as required to carry out maintenance and repairs. With the exception of emergency repairs, 30 days written notice will be provided of all scheduled work to allow the Contractor to manage the distribution of permits.
- 9.6 PWGSC is responsible for the building security.
- 9.7 PWGSC may have any of the Contractor's employees barred from and/or removed from the site for security or behavioural reasons. The Contractor's site supervisor will be contacted immediately should this occur. Replacement personnel should be on site within two (2) hours of notification during regular business hours.
- 9.8 PWGSC is not liable for any cost to the Contractor that may arise from exercising its rights in the above-noted options.
- 9.9 General cleaning (sweeping, garbage removal, etc.) and snow removal is the responsibility of PWGSC excluding assigned parking office and contractor equipment.

## 10. Deliverables

- 10.1 Provide detailed 3 day transition schedule to be reviewed and approved by the TA at Kick Off meeting following contract award, final document to be provided within 5 business days following meeting.
- 10.1.1 In addition to the schedule, the Contractor must include a list of equipment demonstrating that all equipment meets the minimum specification requirements.
- 10.2 Monthly Financial Report which contains the following
- 10.2.1 Statement of Income and expenses
- 10.2.2 Revenue segregated by:
- 10.2.2.1 Monthly Passes;  
 10.2.2.2 Daily Passes;  
 10.2.2.3 Violations  
 10.2.2.4 Late fees; and  
 10.2.2.5 Other
- 10.2.3 Monthly Billing Report
- 10.2.4 The report should also include recommendations that the Contractor may have for improvements to the parking facility's operations.
- 10.3 The Contractor must collect and remit all the following documents to PWGSC for control purposes.

- 10.3.1 Deposit vouchers issued by the bank.
- 10.3.2 Incidence reports
- 10.3.3 Complaints from the occupants and action taken
- 10.3.4 Employees list requiring access to the site.

10.4 Documents related to the site must be remitted as follows:

- o Monthly financial reports - To be sent to PWGSC Representative and to:

**NCA Commercial and Property Transactions**

Place des Explorateurs, 3rd Floor  
191 Promenade du Portage  
Gatineau, Québec K1A 0S5

**Receiver General of Canada**

Portage Phase III: 12B1 - 204  
11 Laurier Street  
Gatineau, Québec K1A 0S5

## Attachment 1 to Annex A

### Parking Equipment and Environment Specifications

#### 1.0 Equipment Requirement

The Contractor must supply, install and removal and maintain through the duration of the Contract as a minimum and necessary the following industry standard parking control equipment to control access to and from the parking garage.

The Contractor will be responsible and retain ownership for all equipment supplied up to and including the end of the contract period.

The Contractor must manage the installation and testing of its equipment during the transition period at the beginning of the contract within the agreed upon timelines following Kick off meeting after contract award. The transition period must be completed within the timeframe of one (1) weekend or three (3) days starting Friday from 6:00 PM and be operational Monday 6:00 AM.

New or used equipment may be installed but must meet the following minimum specifications:

#### 1.1 Parking gate

Environment:

- Temperature: -26°C ~ 54°C
- Humidity: 10% ~ 90%
- Automatic thermostat – Controlled heater included

Housing:

- Industry standard and durable

Access:

- Removable cover on drive mechanism (360 degree access) and Removable door (access to electrical connections and control box)

Gate arm:

- Height 34" in down position
- Length: Entry at 11 foot 3 inches, two exit arms
- At 10 feet
- Wooden gate arm, PVC or aluminum arm
- Folding arm
- Gate on/off, detector reset, auto/manual operation

Based controller:

- High-speed automatic rising barrier
- Operation mode one way pay

Switch selectable feature:

- Extra sensory timer , safety "auto stop"

#### 1.2 Exit Pay Station

Environment:

- Temperature: -25°C ~ 50°C
- Humidity: 20% to 90%
- Automatic thermostat – Controlled heater and fan included

Housing:

- Industry standard and durable

Access:

- lockable door

**Finish:**

- sheet steel

**On-line operation:**

- data sent from pay station to the Host PC. Includes individual transaction data, and alarm and event message.
- Data sent from the parking management software to pay station includes time synchronization and back-out ticket data.

**Security:**

- Multi-point safety lock system with concealed hinges

**Voice guides:**

- payment, fee, and receipts
- Not accept coins

**Printer:**

- Thermal printer to print receipts and total reports

**1.3 Ticket Machine****Printer:**

- high speed thermal printer with automatic paper feed & cut

**Intercom:**

- reliable 2-way communication at the push of a button
- Easy to read tickets at the push of a button. The face of the spitter designed to hold the customers ticket in place, while preventing paper jams.

**1.4 Entrance Garage Door Specifications**

<u>Quantity</u>	<u>Width</u>	<u>Height</u>	<u>Description</u>
2 Doors	10 feet 7 inch	9 feet 6 inch	TNR Rubber Roll-Up

**Model:** HDC**Mechanical Components Included:**

- NEWGEN Guide and Curtain Lok system
- Inertia Brake
- Manual chain hoist
- EPDM Rubber loop 5"
- Reversing Edge
- Knock-away bottom bar
- 2- year warranty: parts and workmanship
- Limited lifetime warranty: 1/4" SBR Curtain and NewGen Guide

**Electrical Components Included:**

- HG + high Efficiency – RPM plus Helical Gear Operator N-4
- Wall Control Panel (24X20X8) PLC Logic, N-4
- Reflective Photoeye 24 volts as safety per door
- Timer to close, Cycle counter
- Soft start, soft stop inverter technology

**Operator:**

- 2.14 HP Right hand for both doors 208/3/60

**Door speed:**

- 30/12 ips



**Accessories included:**

- 1 per door 24 volt reflective photoeye as open door devices (same type for safety see above)
- 1 per door Cordless edge with alarm
- 1 per door Guide guards
- 1 per door Keyed On/Off selector switch

Solicitation No. - N° de l'invitation

EHA01-121082/B

Client Ref. No. - N° de réf. du client

20121082

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhEHA01-121082

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

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## **Attachment 2 to Annex A**

### **Drawings of the parking area**

*See attached*

Solicitation No. - N° de l'invitation

EHA01-121082/B

Amd. No. - N° de la modif.

File No. - N° du dossier

129zhEHA01-121082

Buyer ID - Id de l'acheteur

129zh

CCC No./N° CCC - FMS No/ N° VME

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## ANNEX B

### BASIS OF PAYMENT

#### 1. Monthly Management Fee (Firm Lot Price)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract , the Contractor will be paid the firm lot price per month of \$\_\_\_\_\_ (excluding GST or HST). Customs duty are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

**ANNEX C**  
**SECURITY REQUIREMENTS CHECK LIST**

*(see attached)*

## ANNEX D

### INSURANCE REQUIREMENTS

#### 1. Commercial General Liability Insurance

1.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

1.2 The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

For the province of Quebec, send to:

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,

284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

## **2. Comprehensive Crime Insurance**

The Contractor must obtain Comprehensive Crime (Fidelity) insurance on a Blanket basis, and maintain it in force throughout the duration of the Contract period, in an amount as listed below:

Insuring Agreement 1: Employee Dishonesty (Form A) in an amount of not less than \$70,000.00 covering all employees of the Contractor. Such Fidelity Insurance must contain a "Third-Party Extension" or "Client Coverage" extending such coverage to Canada with respect to the risks associated with this agreement.

Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$70,000.00;

Agreement II/III: Money & Securities Loss Inside Premises/Outside Premises in an amount not less than \$70,000.00;

The Comprehensive Crime insurance must include the following:

Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

Loss Payee: Canada as its interest may appear or as it may direct.



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**SECURITY REQUIREMENTS CHECK LIST (SRCL)  
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS)**

**PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE**

1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine Public Works and Government Services Canada	2. Branch or Directorate / Direction générale ou Direction Real Property branch
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3. a) Subcontract Number / Numéro du contrat de sous-traitance	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant
--	---

4. Brief Description of Work / Brève description du travail  
Parking Management Services

5. a) Will the supplier require access to Controlled Goods?  
Le fournisseur aura-t-il accès à des marchandises contrôlées?  No / Non  Yes / Oui

5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations?  
Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?  No / Non  Yes / Oui

6. Indicate the type of access required / Indiquer le type d'accès requis

6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets?  
Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS?  
(Specify the level of access using the chart in Question 7. c)  
(Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)  No / Non  Yes / Oui

6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted.  
Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.  No / Non  Yes / Oui

6. c) Is this a commercial courier or delivery requirement with no overnight storage?  
S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?  No / Non  Yes / Oui

7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès

Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
---------------------------------	--------------------------------------	---

7. b) Release restrictions / Restrictions relatives à la diffusion

No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies): / Préciser le(s) pays:

7. c) Level of information / Niveau d'information

PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>





**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui  
If Yes, indicate the level of sensitivity:  
Dans l'affirmative, indiquer le niveau de sensibilité :

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
Document Number / Numéro du document :

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET- SIGINT<br>TRÈS SECRET - SIGINT         | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:

Commentaires spéciaux : \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No / Non  Yes / Oui  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No / Non  Yes / Oui

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No / Non  Yes / Oui

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No / Non  Yes / Oui

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No / Non  Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No / Non  Yes / Oui





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**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL / NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquez qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



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Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) Lamarre, Luc	Title - Titre Property and Facility Manager	Signature <i>Luc Lamarre</i>	
Telephone No. - N° de téléphone 613-991-9870	Facsimile No. - N° de télécopieur 613-949-2331	E-mail address - Adresse courriel luc.lamarre@pwgsc.gc.ca	Date 2012/05/14

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Bélanger, Chantal	Title - Titre SO	Signature <i>Chantal Bélanger</i>	
Telephone No. - N° de téléphone 613-998-5120	Facsimile No. - N° de télécopieur 613-949-2331	E-mail address - Adresse courriel chantal.c.belanger@tpsgc-pwgsc.gc.ca	Date 2012-05-14

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No / Non       Yes / Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date

17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées) <b>Sherry Campbell</b> Contract Security Officer, Contract Security Division	Title - Titre	Signature <i>Sherry Campbell</i>	
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur Sherry.Campbell@tpsgc-pwgsc.gc.ca	E-mail address - Adresse courriel	Date MAY 17, 2012

Tel/Tél - 613-948-1646 / Fax/Télé - 613-954-4171