

Request for Proposal

For

Operational Footwear

Request for Proposal No: PPS-RFP-2019-030

Date of Issue: January 15th, 2019

Submission Deadline: January 29th, 2019

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PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This Request for Proposals (“the RFP”) issued by the Parliamentary Protective Service is an invitation to submit non-binding offers for the provision of **Operational Footwear** as further described in Appendix D, for the prices established in Appendix C. Bidders may also supply a partial bid for the requirements established in Appendix C – Pricing Structure Form and Appendix D – Statement of Requirements. The Bidder selected pursuant to this RFP process will be informed in writing. Bidders not selected will also be informed in writing.

1.2 Type of Contract for Deliverables

It is the Parliamentary Protective Service’s intention to enter into a contract with multiple legal entity. **The term of the contract is to be for a period of three (3) years, with an option in favour of the Parliamentary Protective Service to extend the contract on the same terms and conditions for an additional term of up to three (3) one (1) year period.**

1.3 No guarantee of Volume of Work or Exclusivity of Contract

The Parliamentary Protective Service makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The contract to be negotiated with the selected Bidder will not be an exclusive contract for the provision of the described deliverables. The Parliamentary Protective Service may contract with others for the same or similar deliverables to those described in the RFP or may obtain the same or similar deliverables internally.

1.4 Submission Instructions

1.4.1 Bidders must submit their proposal in accordance with the following timetable and instructions.

Issue Date of RFP	January 15th, 2019
Deadline for Questions	January 22nd, 2018 at 14:00 EST
Submission Deadline	January 29th, 2019 at 14:00 EST

The above timetable is a tentative schedule, and may be amended by the Parliamentary Protective Service at any time.

Bidders are requested to submit their Submission Form (Appendix B) in the form prescribed herein by the Submission Deadline to the Parliamentary Protective Service Contact identified below in the manner set out below:

1.4.2 Parliamentary Protective Service Contact:
Rizwan Shah
Senior Contracting Officer
E-mail: Ppsc-aspp@parl.gc.ca

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PART 1 – INTRODUCTION

1.5 **Withdrawing Responses**

At any time throughout the RFP process, a Bidder may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the Parliamentary Protective Service Contact and must be signed by an authorized representative. The Parliamentary Protective Service is under no obligation to return withdrawn responses.

1.6 **Bidders to Review RFP**

Bidders shall promptly examine all of the documents comprising this RFP and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail to the Parliamentary Protective Service Contact on or before the Deadline for Questions. The Parliamentary Protective Service is under no obligation to provide additional information and the Parliamentary Protective Service shall not be responsible for any information provided by or obtained from any source other than the Parliamentary Protective Service Contact.

It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact on any matter it considers to be unclear. The Parliamentary Protective Service shall not be responsible for any misunderstanding on the part of the Bidder concerning this RFP or its process.

Bidders and their representatives may only communicate with the Parliamentary Protective Service Contact concerning matters regarding this RFP. Only information received by the Parliamentary Protective Service Contact will be considered in the RFP process. All such communications must be in writing. Any Bidder that does not follow these instructions may be disqualified.

1.7 **Illegal or Unethical Conduct**

Bidders shall not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Bidders shall not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to the Parliamentary Protective Service employees or officers, deceitfulness, submitting response containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the competitive process.

1.8 **All New Information to Bidders by Way of Addenda**

This RFP may be amended only by an addendum in accordance with this section. If the Parliamentary Protective Service, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Bidders by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Bidders are responsible for obtaining all addenda issued by the Parliamentary Protective Service.

1.9 **Verify, Clarify & Supplement**

When evaluating proposals, the Parliamentary Protective Service may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's Proposal. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's Proposal or ranking on the basis of any such information.

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PART 1 – INTRODUCTION

1.10 Debriefing

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parliamentary Protective Service Contact and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing information session is to aid the Bidder in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

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PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The evaluation of Proposals will be conducted in the following stages:

2.1.1 **Stage I – Mandatory Criteria, Submission and Rectification**

Submission and Rectification Period

Stage I will consist of a review to determine which proposals are complete and provide all required information to perform the subsequent stages of evaluation.

Only those Bidders whose proposals meet the mandatory criteria, as described in Appendix E, Table 1 – Mandatory Criterion (Stage I), will proceed to Stage II.

Bidders who have submitted an incomplete Proposal as of the Submission Deadline will be provided an opportunity to rectify any deficiencies related to completeness within the Rectification Period.

The Rectification Period will begin to run from the date and time that the Parliamentary Protective Service issues its rectification notice to a Bidder. During the Rectification Period, Bidders may not make changes to their proposals, except to provide requested information necessary to complete the proposal.

At the end of the Rectification Period, proposals which remain incomplete will be deemed non-compliant and excluded from further consideration. Proposals that are deemed complete at the end of the Rectification Period will proceed to Stage II of the evaluation process.

2.1.2 **Stage II – Evaluation of the Rated Criteria**

Stage II will consist of a scoring by the PPS of each complete proposal on the basis of the rated criteria.

Bidders should refer to **Table 2 – Rated Criteria (Stage II) in Appendix E** – Evaluation Criteria for a breakdown of the rated criteria at this stage of the evaluation. Further details regarding the PPS' requirements in respect of these criteria is provided in the **Statement of Requirements in Appendix D**.

Subject to the Terms of Reference and Governing Law, the top-ranked Bidders as established under the evaluation will be selected to enter into a Framework Agreement for the provision of the Deliverables. The selected Bidders will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the Bidder(s) and the selection of another Bidder(s), or the cancellation of the RFP.

Pre-contract award samples

Prior to making any framework agreement awards, Bidders will be invited to submit samples of their proposed footwear products for each category against which they are submitting. Samples will be provided to a Working Group of PPS Security Personnel for a period of two (2) week, during which time the individuals comprising the PPS Working Group will provide written feedback on the

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PART 2 – EVALUATION OF PROPOSALS

pair(s) that they have tested, against a set of pre-established criteria to ensure consistent measurement.

2.2 Mandatory Requirements

2.2.1 Submission Form

Each Proposal must include a Submission Form (Appendix B) completed and signed by the Bidder.

2.2.2 Pricing Form

Bidders must complete the Pricing Structure Form (Appendix C) and include with its Proposal.

2.3 Rated Criteria

In addition to submitting the Proposal Submission Form, noted above, Bidders should respond to the non-price factors described in Appendix E.

2.4 Tie Score

In the event of a tie score, the selected Bidder will be determined by way of a coin toss.

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PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

1. **BIDDERS TO FOLLOW INSTRUCTIONS**

Bidders should structure their proposals in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable clause numbers of the RFP where that request was made.

2. **COMMUNICATION OF RFP DOCUMENTS AND ADDENDA**

The Parliamentary Protective Service will only post RFP documents and any associated Addenda via email.

3. **INFORMATION IN RFP AN ESTIMATE ONLY**

The Parliamentary Protective Service makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the opportunity. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

4. **BIDDERS SHALL BEAR THEIR OWN COSTS**

Each Bidder shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for acceptance testing or presentations.

5. **COMMUNICATION AFTER ISSUANCE OF RFP**

5.1 **Bidders to Review RFP**

5.1.1 Bidders should promptly examine all of the documents comprising the RFP, and

- (a) report any errors, omissions or ambiguities; and
- (b) direct questions or seek additional information by email to the Parliamentary Protective Service Contact as set out in Part 1, clause 1.4.2.

5.1.2 The Parliamentary Protective Service is under no obligation to provide additional information, and the Parliamentary Protective Service is not responsible for any information provided by or obtained from any source other than the Parliamentary Protective Service Contact.

5.1.3 It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact on any matter it considers to be unclear. The Parliamentary Protective Service is not responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

5.2 **All New Information to Bidders by Way of Addenda**

5.2.1 The RFP may be amended only by an addendum in accordance with this clause. If the Parliamentary Protective Service, for any reason, determines that it is necessary to provide

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

additional information relating to the RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the RFP.

5.2.2 Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Parliamentary Protective Service. In the Proposal Submission Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

5.3 **Post-Deadline Addenda and Extension of Submission Deadline**

If any addendum is issued after the Deadline for Issuing Addenda (if applicable), the Parliamentary Protective Service may at its discretion extend the Submission Deadline for a reasonable amount of time.

5.4 **Verify, Clarify & Supplement**

When evaluating proposals, the Parliamentary Protective Service may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's proposal. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's proposal or ranking on the basis of any such information.

5.5 **No Incorporation by Reference**

The entire content of the Bidder's proposal should be submitted in a fixed form (PDF format).

The content of websites or other external documents referred to in the Bidder's proposal will not be considered to form part of its proposal. Bidders should include any reference material they wish to be considered for evaluation within their proposal. Any material or documents outside the proposal will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the proposal. URL links to the Bidder's website will not be considered by the Parliamentary Protective Service Evaluation Team.

5.6 **Proposals to be retained by the Parliamentary Protective Service**

The Parliamentary Protective Service will not return the proposal or any accompanying documentation submitted by a Bidder.

6. **NEGOTIATIONS, NOTIFICATION AND DEBRIEFING**

6.1 **Selection of Highest-Ranked Bidder**

The highest-ranked Bidder, as established under Part 2, Evaluation of Proposals, will receive a written invitation to enter into negotiations with the Parliamentary Protective Service.

6.2 **Timeframe for Negotiations**

The Parliamentary Protective Service intends to conclude negotiations with the highest-ranked Bidder within **ten (10) business days** commencing from the date the Parliamentary Protective Service invites the highest-ranked Bidder to enter negotiations. A Bidder invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

6.3 Process Rules for Negotiation

Any negotiations will be subject to the process rules contained in this Part 3, Terms and Conditions of the Procurement Process and Appendix B, Proposal Submission Form and will not constitute a legally binding offer to enter into a contract on the part of the Parliamentary Protective Service or the Bidder. Negotiations may include requests by the Parliamentary Protective Service for supplementary information from the Bidder to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the Parliamentary Protective Service for improved pricing from the Bidder.

6.4 Terms and Conditions

The terms and conditions that will form any resulting contract will be provided to the highest-ranked Bidder prior the commencement of the negotiation process, and will form the starting point for negotiation.

6.5 Failure to Enter Into Contract

Bidders should note that if the parties cannot execute a contract within the allotted ten (10) business days, the Parliamentary Protective Service may invite the next highest-ranked Bidder to enter into negotiations. In accordance with the process rules in this Part 3, Terms and Conditions of the Procurement Process and clause 2 of Appendix B, the Proposal Submission Form, there will be no legally binding relationship created with any Bidder prior to the execution of a written contract. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, the Parliamentary Protective Service may elect to initiate concurrent negotiations with the next-highest-ranked Bidder. Once the above-noted timeframe lapses, the Parliamentary Protective Service Commons may discontinue further negotiations with the highest-ranked Bidder. This process will continue until a contract is formalized, until there are no more Bidders remaining that are eligible for negotiations or until the Parliamentary Protective Service elects to cancel the procurement process.

6.6 Notification to Other Bidders

Other Bidders that become eligible for negotiations will be notified at the commencement of their respective negotiations. Once a contract is executed between the Parliamentary Protective Service and a Bidder, the other Bidders may be notified directly in writing and/or will be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

6.7 Debriefing

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parliamentary Protective Service Contact and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing information session is to aid the Bidder in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

7. **CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

7.1 **Conflict of Interest**

The Parliamentary Protective Service may disqualify a Bidder for any conduct, situation or circumstances, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, “Conflict of Interest” will have the meaning ascribed to it in clause 7 of the Proposal Submission Form (Appendix B).

7.2 **Prohibited Bidder Communications**

Bidders will not engage in any communications as described in clause 7.1.2 of the Proposal Submission Form (Appendix B). Bidders should also take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix B).

7.3 **Bidder Not to Communicate with Media**

Bidders may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Parliamentary Protective Service Contact.

7.4 **No Lobbying**

Bidders may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Bidder(s). Further, no Bidder or any person affiliated to a Bidder will attempt to communicate in relation to the RFP or a Bidder’s proposal, directly or indirectly, with any director, officer, employee or other representative of the Parliamentary Protective Service, except as expressly directed or permitted by the RFP.

7.5 **Illegal or Unethical Conduct**

Bidders will not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Bidders will not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to Parliamentary Protective Service employees, deceitfulness, submitting Proposals containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the procurement process.

7.6 **Past Performance or Inappropriate Conduct**

The Parliamentary Protective Service may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct includes but is not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of a supplier to honour its pricing or other commitments made in a proposal or bid; or (c) any other conduct, situation or circumstance, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, “Conflict of Interest” will have the meaning ascribed to it in the Proposal Submission Form (Appendix B).

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

8. **CONFIDENTIAL INFORMATION**

- 8.1 All information provided by or obtained from the Parliamentary Protective Service in any form in connection with the RFP either before or after the issuance of the RFP
- 8.1.1 is the sole property of the Parliamentary Protective Service and must be treated as confidential;
 - 8.1.2 is not to be used for any purpose other than replying to the RFP and the execution of any subsequent contract;
 - 8.1.3 must not be disclosed without prior written authorization from the Parliamentary Protective Service; and
 - 8.1.4 will be returned by the Bidders to the Parliamentary Protective Service immediately upon the request of the Parliamentary Protective Service.

8.2 **Confidential Information of Bidder**

Bidders should identify any information in their proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Parliamentary Protective Service. The confidentiality of such information will be maintained by the Parliamentary Protective Service, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their proposals will, as necessary, be disclosed on a confidential basis, to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Bidder has any questions about the collection and use of information pursuant to the RFP, questions are to be submitted to the Parliamentary Protective Service Contact.

9. **PROCUREMENT PROCESS NON-BINDING**

9.1 **No Contract A and No Claims.**

The procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations. The procurement process is instead governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- 9.1.1 Neither the Bidder nor the Parliamentary Protective Service has the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP.

9.2 **No agreement until execution of written contract.**

The procurement process is intended to identify prospective suppliers for the purposes of negotiating potential contracts. No legal relationship or obligation regarding the procurement of any good or service will be created between a Bidder and the Parliamentary Protective Service by the procurement process. A contract will only exist following successful negotiation and execution of a written contract for the acquisition of goods and/or services.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

9.3 **Non-binding price estimates**

While the pricing information provided with proposals will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of proposals and the ranking of the Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could have an adverse impact on any such evaluation, ranking or contract award.

9.4 **Disqualification for Misrepresentation**

The Parliamentary Protective Service may disqualify the Bidder or rescind a contract subsequently entered into if the Bidder's proposal contains misrepresentations or any inaccurate, misleading or incomplete information.

9.5 **References and Past Performance**

The Parliamentary Protective Service's evaluation may include information provided by the Bidder's references and may also consider the Bidder's past performance on previous contracts with the Parliamentary Protective Service.

9.6 **Cancellation**

The Parliamentary Protective Service may cancel or amend this procurement process without liability at any time.

10. **GOVERNING LAW AND INTERPRETATION**

10.1 **Governing Law**

The terms and conditions in this Part 3, Terms and Conditions of the Procurement Process are:

10.1.1 included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

10.1.2 non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and

10.1.3 to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

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APPENDIX A – CONTRACT TERMS AND CONDITIONS

1. **GOVERNING LAWS AND JURISDICTION**

The Contract shall, for all purposes, be governed by and construed in accordance with the laws of the Province of Ontario. The Supplier irrevocably attorns to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this Contract and related purchase orders.

2. **PRIORITY OF DOCUMENTS**

The documents specified below form part of and are incorporated into the Contract. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears shall prevail over the wording of any document that subsequently appears on the list.

- 2.1. Appendix A, Contract Terms and Conditions;
- 2.2. Appendix B, Proposal Submission Form;
- 2.3. Appendix C, Pricing Structure;
- 2.4. Appendix D, Statement of Requirement;

3. **TIME IS OF THE ESSENCE**

The work must be performed within or at the time stated in the Contract.

4. **REQUIREMENT**

The Supplier shall use the methodology described in its proposal, provide the services and goods required to meet the requirements set out in Section B, as specified in this Contract.

5. **STATUS OF CAPACITY**

The Supplier has represented and does hereby warrant that:

- 5.1 it has the personnel, experience, qualifications, equipment, facilities and all other skills and resources necessary to provide the goods and/or services to the Parliamentary Protective Service required herein and to do so in an efficient and timely manner, and
- 5.2 all goods and/or services provided under this Contract shall meet or exceed industry standards and shall be provided in accordance with applicable law.

6. **PERIOD OF CONTRACT**

- 6.1 The Supplier will perform the tasks and provide the services outlined herein and any attached Schedules and/or Appendices, from the date of award for a period of three (3) years, in accordance with the Terms and Conditions listed herein.

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APPENDIX A – CONTRACT TERMS AND CONDITIONS

- 6.2 The Parliamentary Protective Service reserves the irrevocable option of extending this Contract under the same terms and conditions for an additional three (3) one (1) year period.
- 6.3 The last day of the term or any extension of the term of this Contract indicated on page one (1) shall be known as the expiry date. This is the last day that an order may be issued pursuant to this Contract. All such orders are to be honoured, notwithstanding that delivery will occur after the expiry date. Delivery must be completed within thirty (30) days after the expiry date of this Contract. No order is to be issued pursuant to this Contract after the expiry date.

7. LIMITATION OF EXPENDITURE

No increase in the total liability of the Parliamentary Protective Service with regard to the price of the goods and services resulting from any design changes, modifications or interpretation of specifications, will be authorized or paid to the Supplier, unless such design changes, modifications or interpretations of specifications have been approved by the Parliamentary Protective Service' Contracting Authority in writing prior to their incorporation in the work.

8. TRAVEL EXPENSE PROVISION

The cost of the travel, accommodation and meals incurred by the Supplier are for the Supplier's account and will not be paid by the Parliamentary Protective Service.

9. GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)

The GST or any other federal tax such as the HST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices and will be paid by the Parliamentary Protective Service. The Supplier's federal tax registration number must appear on invoices when that federal tax is being charged. The Supplier agrees to bill and collect any applicable federal tax and to remit to the Canada Revenue Agency any federal tax received from the Parliamentary Protective Service.

10. PROVINCIAL SALES TAX (PST) IN PROVINCES OTHER THAN QUEBEC

- 10.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 11.
- 10.2 If a PST license number or a signed certificate of exemption is required, it will be provided upon request. The Parliamentary Protective Service recognizes the requirements set out in the legislation of the provinces where PST applies and, as such, all purchasing orders, purchase documents, acquisition card forms and agreements issued by the Parliamentary Protective Service will make reference to the appropriate PST licence number.

11. QUEBEC SALES TAX (QST)

- 11.1 The Parliamentary Protective Service will pay the QST, if applicable.

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A – CONTRACT TERMS AND CONDITIONS

11.2 The QST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices. The Supplier agrees to invoice and collect from the Parliamentary Protective Service the QST and to further remit it to Revenue Quebec as required. The Supplier's QST registration number must appear on invoices when that tax is being charged.

12. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

12.1 For the purpose of this clause, an ancillary tax is a tax levied pursuant to a provincial statute other than the provincial retail sales tax legislation or its equivalent and the primary aspect of which is to raise revenue, whereas a regulatory charge is a charge introduced in a provincial legislative instrument other than in retail sales tax legislation or its equivalent and whose primary purpose is to finance a regulatory scheme.

12.2 The Parliamentary Protective Service is exempt from paying any ancillary taxes, but agrees to pay any applicable regulatory charge. In the event that a regulatory charge applies, it will not be included in the firm price.

13. PRICING

For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this Contract. The prices are excluded of any PST, QST, GST and HST taxes and should include all applicable Canadian customs and excise taxes, and are FOB Destination.

14. METHOD OF PAYMENT

14.1 Subject to the approval of the appropriate authority of the Parliamentary Protective Service, payment by the Parliamentary Protective Service for goods and/or services will be made within thirty (30) days following the date on which goods and/or services have been received in accordance with the terms and conditions of the Contract or within thirty (30) days following the date on which an invoice has been received by the Parliamentary Protective Service' Financial Management Operations, along with the substantiating documentation, whichever date is the later.

14.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.

14.3 All invoices must indicate the above agreement number and any applicable PO number and are to be submitted by email to PPSFIN@pps-spp.parl.gc.ca, as well as to the PPS Project Authority named in clause 34

18. CANCELLATION OF CONTRACT

18.1 The Contract may be terminated at any time and for any reason by the Parliamentary Protective Service with a ten (10) working days written notice.

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A – CONTRACT TERMS AND CONDITIONS

- 18.2 The Contract may be terminated in writing at the discretion of the Parliamentary Protective Service, without prior notice, if the Supplier is for any reason unable to provide the goods or services required under the Contract.
- 18.3 The Contract may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Contract all or any part of the property, goods or effects of the Supplier are at any time seized or taken in execution or by attachment or if the Supplier makes an unauthorized assignment or becomes bankrupt or insolvent.
- 18.4 Upon the termination of the Contract prior to the expiry date, the Supplier shall be entitled to be paid an amount that, by mutual agreement of both parties, is equal to the work performed by the Supplier for the Parliamentary Protective Service to the date of termination, less any amounts that have previously been paid to the Supplier.
- 18.5 In the event of termination, the Supplier must forthwith give to the Parliamentary Protective Service all completed work and work-in-progress, including all software, data, programs, systems documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

19. AMENDMENTS TO CONTRACT

No modification to the Contract shall be valid unless it is in writing and signed by each party hereto. All proposed changes to the Contract must be submitted to the Parliamentary Protective Service' Contracting Authority identified in clause 34.

20. CONFIDENTIALITY

- 20.1 All information relating to the affairs of the Parliamentary Protective Service or any of its employees to which the Supplier, or any officer or servant of the Supplier, becomes privy as a result of the work to be done under the Contract must be treated as confidential during and after the performance of the services.
- 20.2 Upon expiry or termination of the Contract, if requested by the Parliamentary Protective Service, the Supplier agrees to destroy all documentation and expunge all data received by the Supplier or any officer or servant of the Supplier from the Parliamentary Protective Service during the course of the Contract.

21. INDEPENDENT SUPPLIER

It is the intention of the parties that the Contract is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing services or goods to the Parliamentary Protective Service, and that neither the Supplier nor his/her employees, agents or representatives are engaged as Parliamentary Protective Service employees, and are not subject to the terms and conditions of employment applicable to Parliamentary Protective Service employees.

CONTINUATION

A – CONTRACT TERMS AND CONDITIONS

22. ASSIGNMENT OF CONTRACT

The Contract may not be assigned, sub-contracted or transferred in any manner by the Supplier without the prior written consent of the Parliamentary Protective Service' Contracting Authority and any assignment, subcontract, or transfer made without that consent is void and of no effect.

23. NO IMPLIED OBLIGATIONS

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Contract, and the express covenants and agreements herein contained and made by the Parliamentary Protective Service are and shall be the only covenants and agreements upon which any rights against the Parliamentary Protective Service are to be founded; and, without limiting the generality of the foregoing, the Contract supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Contract.

24. PERFORMANCE

The Supplier will report the performance under the Contract to the Parliamentary Protective Service in whatever format and frequency the Parliamentary Protective Service may require.

25. CONFLICT OF INTEREST

25.1 No Member of the House of Commons or the Senate, nor anyone receiving a salary as an employee of a Member of the House of Commons, the Parliamentary Protective Service, a Senator, the Senate, the Library of Parliament, the Government of Canada, its departments or agencies as identified in the *Financial Administration Act* shall be admitted to any share or part of the Contract or to any benefit arising there from.

25.2 The Supplier must not extend entertainment, gifts, gratuities, discounts or special services regardless of value to Members, their families, employees of Members or employees of the Parliamentary Protective Service. The Supplier has the responsibility to report to the Parliamentary Protective Service any attempts by Members, their families, employees of Members or employees of the Parliamentary Protective Service to obtain such favours.

26. PUBLIC CEREMONY AND/OR ADVERTISING

26.1 The Supplier must not allow or permit any public ceremony in connection with the Contract.

26.2 The Supplier must not erect or permit the erection of any sign or advertising.

26.3 The Supplier agrees not to use the name of the Parliamentary Protective Service, or any reference to the Parliamentary Protective Service, in any manner of advertising.

CONTINUATION

A – CONTRACT TERMS AND CONDITIONS

27. SECURITY REQUIREMENTS

- 27.1 Where it is determined by the Parliamentary Protective Service that the Supplier or an employee of the Supplier will have access to Parliamentary Protective Service buildings, or to sensitive information or valuable assets, in the execution of this Contract, prior to the commencement of work the Parliamentary Protective Service may carry out a criminal records name check for any person who has such access.
- 27.2 No criminal records check will be carried out without the consent of the person affected. Where consent is refused, the Parliamentary Protective Service reserves the right to determine that this person will not participate in any way in the execution of this Contract.

28. PRIVILEGES OF THE HOUSE AND DAMAGES TO PREMISES

- 28.1 Nothing in this Contract shall be construed as a modification or limitation of the privileges, immunities and powers of the Parliamentary Protective Service. The Parliamentary Protective Service retains at all times the control over the premises including access thereto.
- 28.2 Where the performance of the work requires the presence of the Supplier's personnel on Parliamentary Protective Service premises, the Supplier must take the same care of the premises occupied as it would its own property and will be responsible for any damage to the Parliamentary Protective Service premises or equipment caused by the negligence of its officers, employees, representatives, or agents.

29. INDEMNIFICATION

The Supplier hereby against any liability whatsoever (including any claims, demands, losses, damages, costs, charges and expenses) that is incurred by the Parliamentary Protective Service and its employees as a direct or indirect result of the conduct of the Supplier, his agents, employees, representatives, or anyone acting on his behalf in the provision of the goods or services under this Contract.

30. PROPRIETARY RIGHTS

All software, data, programs, system documents, research, reports, papers, material and information owned by the Supplier and used in the performance of the services under this Contract are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system documents, research, reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the Supplier's performance of its obligations under this Contract and paid for by the Parliamentary Protective Service under this Contract are the property of the Parliamentary Protective Service and neither the Supplier nor any officer, employee, representative, or agent of the Supplier shall divulge, release, or publish anything related to performance under this Contract without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

CONTINUATION

A – CONTRACT TERMS AND CONDITIONS

31. LICENCES AND PERMITS

The Supplier will be solely responsible for obtaining from the regulatory authorities under whose jurisdiction it operates and to which it is subject, all approvals, licences, certificates or other requirements connected with the subject matter of this Contract, including licences to use copyrighted software in the performance of the work. The Supplier must, upon request, provide copies of any documents evidencing such approval, licences, certificates or other requirements to the Parliamentary Protective Service's Project Authority.

32. ENVIRONMENTAL PRACTICES

The Supplier shall maintain or exceed the environmental practices indicated in its offer for the duration of the Contract.

33. REPRESENTATION

The Supplier and the Parliamentary Protective Service shall each appoint a representative to discuss any problems arising pursuant to the provisions contained in the Contract. The representative so appointed by the Parliamentary Protective Service shall be the Parliamentary Protective Service' Project Authority as referred to in this Contract.

34. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

The following individuals shall act as the Parliamentary Protective Service's respective authorities:

Project Authority	Contracting Authority
To be completed following contract award.	Rizwan Shah Senior Contracting Officer 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613-943-4095 Email: Rizwan.shah@pps-spp.parl.gc.ca
Enquiries (Primary Contact)	
Rizwan Shah Senior Contracting Officer 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613-943-4095 Email: Rizwan.shah@pps-spp.parl.gc.ca	

The preceding authorities may delegate their authority and act through their duly appointed representative.

CONTINUATION

A – CONTRACT TERMS AND CONDITIONS

35. SUPPLIER REPRESENTATIVES

The following individuals shall act as the Supplier's representatives:

Contracting Signing Authority	Account Manager (Primary Contact)
To be completed following Contract Award.	To be completed following Contract Award.
Other	
To be completed following Contract Award.	

36. NOTICE

All notices to the Parliamentary Protective Service, including a change to the Supplier's coordinates, must be provided in writing to:

Parliamentary Protective Service
Procurement
165 Sparks Street, Office 611
Ottawa ON, K1A 0A6
E-mail: ppsc-aspp@parl.gc.ca

37. SUBSTITUTION OF PERSONNEL

- 37.1 When specific persons have been named in the Supplier's proposal, the Supplier shall provide the services of the persons so named unless the Supplier is unable to do so for reasons beyond its control.
- 37.2 If at any time the Supplier is unable to provide the services of any specific person named in the Contract, for reasons beyond its control, or if the Parliamentary Protective Service' Project Authority requires the replacement of any individual, the Supplier shall provide a replacement with similar qualifications and experience that is acceptable to the Parliamentary Protective Service' Project Authority.
- 37.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
- 37.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and
- 37.3.2 the name, qualifications and experience of the proposed replacement person.

38. CONTRACT REFRESH AND PRODUCT ADDITION

- 38.1 The Parliamentary Protective Service reserves the right to award Contract(s) to additional qualified suppliers, should the Parliamentary Protective Service determine, in its sole discretion, that such additional qualified suppliers are required to meet its requirements. The Parliamentary Protective Service may exercise this option at any time but will not do so more than once per year.

CONTINUATION

A – CONTRACT TERMS AND CONDITIONS

- 38.2 The Parliamentary Protective Service also reserves the right to refresh its existing Contract(s) by adding additional goods and/or services, should the Parliamentary Protective Service determine, in its sole discretion, that such additional goods and/or services are required.

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

1. BIDDER INFORMATION

Please fill out the following form, and name one person to be the contact for the proposal and for any clarifications or amendments that might be necessary.

Bidder Profile:	
Full Legal Name of Bidder*:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
RFP Point of Contact:	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

*In the case of a Consortium or Joint Venture, in addition to indicating who the prime supplier will be, Bidders must name the other parties that comprise the consortium or joint venture and their legal relationship. If Bidders plan to use subcontractors, the names of their subcontractors must be listed as well.

2. ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS

The Bidder acknowledges that this procurement process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations, and that there will be no legal relationship or obligations created until the Parliamentary Protective Service and the selected Bidder have executed a written contract.

3. ABILITY TO PROVIDE DELIVERABLES

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The Bidder represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Appendix C - Pricing Structure Form. The Bidder has provided a list of any subcontractors to be used to complete the proposed contract. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

FORM	INITIAL TO ACKNOWLEDGE
Proposal Submission Form	
Pricing Structure Form	

Notice to Bidders: There may be forms required in the RFP other than those set out above. See the Mandatory Criteria section of the RFP for a complete listing of mandatory forms.

4. **NON-BINDING PRICE ESTIMATES**

The Bidder has submitted its prices in accordance with the instructions in the RFP and in the Pricing Structure Form set out in Appendix C. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. **ADDENDA**

The Bidder has read and accepted all addenda issued by the Parliamentary Protective Service. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:

_____.

6. **PROHIBITED CONDUCT**

The Bidder declares that it has not engaged in any conduct prohibited under clause 7 of Part 3 – Terms and Conditions of the Procurement Process, Conflict of Interest and Prohibited Conduct.

7. **CONFLICT OF INTEREST**

For the purposes of this clause, the term “Conflict of Interest” means:

- 7.1 in relation to the procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - 7.1.1 having, or having access to, confidential information of the Parliamentary Protective Service in the preparation of its proposal that is not available to other Bidders;
 - 7.1.2 communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - 7.1.3 engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

- 7.2 in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests:
- 7.2.1 could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - 7.2.2 could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Parliamentary Protective Service and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

Name of Individual:
Job Classification:
Service Area:
Last Date of Employment with the Parliamentary Protective Service:
Name of Last Supervisor:
Brief Description of Individual's Job Functions:
Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder will provide the Parliamentary Protective Service with additional information from each individual identified above in the form prescribed by the Parliamentary Protective Service.

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

8. DISCLOSURE OF INFORMATION

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by the Parliamentary Protective Service to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

Signature of Witness

Signature of Bidder Representative

Name of Witness

Name and Title

Date:

I have authority to bind the Bidder and attest to the accuracy of the information provided in this proposal.

CONTINUATION

APPENDIX C – PRICING STRUCTURE FORM

1. PRICING

1.1 Pricing

Prices quoted must include all costs, labour, material, overhead, general and administrative expenses and profit, but be exclusive of the Goods and Services Tax (GST) (or other applicable Federal Tax), and must be quoted in Canadian dollars.

Item		Unit of Issue	Price
1	Operational Boots (6 and 8-9 inches)		\$
2	Operational Shoes		\$
3	Winter Boots		\$
4	Protective boots/shoes		\$
5	Dress shoes		\$
6	Parade Boots (6 inches ankle boots)		\$
7	Parade Shoes		\$

Access to Supplier's catalogue: _____% discount

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

1. PURPOSE

To supply the Parliamentary Protective Service with operational footwear on an as-and-when required basis, based on the different types of footwear listed below in Scope of Products.

2. BACKGROUND

On June 23, 2015, the Parliamentary Protective Service was created by law under the Parliament of Canada Act. The Speaker of the Senate and the Speaker of the House of Commons are, as the custodians of the powers, privileges, rights and immunities of their respective Houses and of the members of those Houses, responsible for the Service. The newly created parliamentary entity amalgamated the former Senate Protective Service, House of Commons Security Services, and detection specialists, into a single unified security service to serve the Parliament of Canada. While the Director of the Service must be a member of the Royal Canadian Mounted Police (RCMP) by law, he or she has control and management of the daily operations of the organization.

The Director executes his or her mandate under the joint general policy direction of the Speaker of the Senate and the Speaker of the House of Commons. The Speakers of both Houses, being responsible for the Service, and the Minister of Public Safety and Emergency Preparedness have entered into an arrangement to have the RCMP lead the physical security operations of the Service.

The Quartermaster (QM) Service manages the goods and equipment required by PPS' Security Divisions located in Ottawa, Canada, including operational footwear. The QM requires access to a range of footwear options that meet the specifications for each style listed in this Statement of Requirements.

3. DEFINITIONS

The following list of definitions and acronyms are relevant to and form part of this Statement of Requirements (SOR). The list of definitions provided below is not exhaustive, but rather is intended to ensure clarity of understanding of critical terms used in this SOR. It is therefore imperative that questions of interpretation be directed to the PPS Project Authority.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

TERM/ACRONYM	DEFINITION
Contracting Authority	The Contracting Authority shall be the sole authority on behalf of PPS for the administration and management of the contract. Any changes to the contract must be authorized in writing by the Contracting Authority. Suppliers are not to perform work in excess of or outside the scope of the contract based on written requests from any PPS personnel other than the Contracting Authority. The Contracting Authority for this requirement is named in clause 34 of the Terms and Conditions.
PPS	Parliamentary Protective Service
PPS Project Authority	A person, occupying a specific position within the PPS or fulfilling a specific organizational function, who is responsible for monitoring the Supplier's execution of the work under the contract, as well as acting as a single point of contact on behalf of the PPS.
EMP	Exterior Mobile Posts
SOR	Statement of Requirements
QM	Quartermaster

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

4. SCOPE OF PRODUCTS

Description	Minimum Specifications
Operational Boots (6 and 8-9 inches)	<ul style="list-style-type: none"> • full-grain leather toe, can achieve polished look • Breathable lining • Removable insole to accommodate orthotics • Waterproof • Oil and slip resistant • Male Sizing (6-15 reg and wide) • Female sizing (5-10 reg) • Lacing with zipper on side (for higher model mandatory) • Tactical look (no urban look/running shoe) • Black
Operational Shoes	<ul style="list-style-type: none"> • full-grain leather toe, can achieve polished look • Breathable lining • Removable insole to accommodate orthotics • Waterproof • Oil and slip resistant • Male Sizing(6-15 reg and wide) • Female sizing (5-10 reg) • Lacing • Tactical look (no urban look/running shoe) • Black
Winter Boots	<ul style="list-style-type: none"> • Combination of full-grain leather and nylon upper • Breathable lining • Waterproof • Oil and slip resistant • Male Sizing(4-15 reg and wide) • Female sizing (5-10 reg) • At least 400 grams of Thinsulate or equivalent insulation • Tactical look (no urban look/running shoe) • Black
Protective boots/shoes	<ul style="list-style-type: none"> • full-grain leather toe, can achieve polished look • Breathable lining • Removable insole to accommodate orthotics • Waterproof • Oil and slip resistant • Male Sizing(6-15 reg and wide) • Female sizing (5-10 reg) • Lacing with zipper on side (for higher model mandatory) • Tactical look (no urban look/running shoe) • Black • Puncture proof sole • Certified safety toe

CONTINUATION

Dress shoes	<ul style="list-style-type: none">• Leather• Synthetic sole• Leather lining• Removable leather insole• Lightweight outsole• Dress look, that can be worn with a suit• No high heels• Male Sizes (7 – 15 in narrow, reg and wide)• Female Sizes (5-10 Reg)• Black
Parade Boots (6 inches ankle boots)	<ul style="list-style-type: none">• Leather, must achieve shiny look• Size (3.5 to 17)• Black• Oil and acid resistant• Steel toe cap• Biltrite sole• Same as Canadian Military
Parade Shoes	<ul style="list-style-type: none">• Leather, must achieve shiny look• Size (3.5 to 17)• Black• Oil and acid resistant• Steel toe cap• Biltrite sole• Same as Canadian Military

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

5. DELIVERIES

- 5.1 All deliveries shall be inclusive of any delivery charges and shipping costs to the PPS in Ottawa, Ontario. The delivery address will be specified in any resulting purchase orders issued against the agreement.
- 5.2 The delivery timeframe for standard items (products identified within the agreement in Section C) shall be within fifteen (15) business days upon receipt of the Purchase Order. The delivery timeframe for other non-standard items (items from the Supplier's catalogue) which may require special treatment shall be within thirty (30) business days upon receipt of the Purchase Order.
- 5.3 In the event that an order, or any portion thereof, cannot be delivered within the timeframe stipulated above, the Supplier shall immediately notify the PPS Project Authority of the available quantities and provide an estimated time of delivery for any products on backorder.

6. INSPECTION AND ACCEPTANCE

- 6.1 Inspection and acceptance will be carried out by the consignee at destination, at the Quartermaster. Any products deemed not to be satisfactory by the PPS Project Authority will be rejected and returned to the Supplier at no cost to the PPS.
- 6.2 Quantities delivered to the PPS must conform strictly to the quantities ordered, as represented on the Purchase Order.
- 6.3 The Supplier shall accept the return of any item for credit without the PPS being subjected to restocking fees and/or penalties.
- 6.4 The Supplier shall ensure that the quality of all products remains consistent for the period of the agreement. Any changes or modification to the products must be approved by the PPS Project Authority prior to delivery. The Supplier shall also ensure that all products are in compliance with the approved and tested sample items.
- 6.5 The Supplier shall replace, at no charge to the PPS, any products that were shipped incorrectly and/or any products found to be defective either upon delivery inspection or during the warranty period. The Supplier shall be responsible for all freight charges, insurance and any other costs involved in the return of the incorrect or defective product(s) immediately upon receipt of notice by the PPS Project Authority.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

7. INSPECTION AND ACCEPTANCE

- 7.1 Inspection and acceptance will be carried out by the consignee at destination, at the Quartermaster. Any products deemed not to be satisfactory by the PPS Project Authority will be rejected and returned to the Supplier at no cost to PPS.
- 7.2 Quantities delivered to PPS must conform strictly to the quantities ordered, as represented on the Purchase Order.
- 7.3 PPS reserves the right to return any item for credit without being subjected to restocking fees and/or penalties.
- 7.4 The Supplier shall ensure that the quality of all products remains constant for the period of the agreement. Any changes or modification to the products must be approved by the PPS Project Authority prior to delivery. The Supplier shall also ensure that all products are in compliance with the approved and tested sample items.
- 7.5 The Supplier shall replace, at no charge to PPS, any products that were shipped incorrectly and/or any products found to be defective either upon delivery inspection or during the warranty period. The Supplier shall be responsible for all freight charges, insurance and any other costs involved in the return of the incorrect or defective product(s) immediately upon receipt of notice by the PPS Project Authority.
- 7.6 The Supplier agrees that restocking charges will not apply for the return of any product describe in 5.2 above.

8. CUSTOMER SERVICE AND SUPPORT

The Supplier shall provide customer service to the PPS in accordance with the following:

- 8.1 The Supplier shall be available to take incoming telephone calls between the hours of 8:00 a.m. and 4:00 p.m. (EST), Monday to Friday, except PPS statutory holidays.
- 8.2 The Supplier shall inform the PPS Project Authority if the Supplier has seasonal downtime or a period of the year during which their facilities are closed.

9. WARRANTY

All items purchased by PPS shall be fully guaranteed against all manufacturers' defects for a period of six (6) months, or in accordance with the manufacturers' guarantee if that guarantee is in excess of six (6) months, from the date of purchase.

10. DISCONTINUED ITEMS

Should any item indicated in Appendix C – Pricing Structure Form become discontinued or be temporarily unavailable at any time during the term of the agreement, the Supplier shall notify the PPS Project Authority immediately. The product must be replaced by an alternative product of comparable or better quality, price,

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

and/or applicable percentage discount, and its acceptance shall be subject to the prior approval of the PPS Project Authority or their designate.

11. **ACCESS TO SUPPLIER'S CATALOGUE**

11.1 The Supplier shall provide a catalogue (online or printed paper format) to the PPS Project Authority. PPS will have access to all items listed in the Supplier's catalogue at the discount rate provided in Appendix C – Pricing Structure Form.

11.2 In the event that the Supplier updates the catalogue, the Supplier shall provide an updated catalogue to the PPS Project Authority within 48 hours following the catalogue update.

11.3 The percentage discount proposed by the Supplier will be applied to all items not listed in the Supplier's agreement.

12. **SAMPLE PRODUCTS**

The Supplier shall provide, at no additional cost and upon request by the PPS Project Authority during the agreement period and any option year period(s), a sample of any of the items listed in Appendix C – Pricing Structure Form, for inspection by the PPS to ensure that the item meets the requirements of the PPS.

13. **PACKAGING**

Packaging formats must be in accordance with generally accepted industry standards. Packaging materials shall be, to the extent possible, made from recycled products.

14. **REPORTING AND COMMUNICATION**

14.1 At a minimum, the Supplier shall be responsible for facilitating and maintaining regular communication with the PPS Project Authority, or their designate, throughout the duration of the agreement.

14.2 The Supplier shall meet with the PPS Project Authority as required to discuss issues pertaining to the agreement, including performance.

14.3 In addition, the Supplier shall immediately notify the PPS Project Authority of any issues, problems, or areas of concern in relation to any PO issued as they arise.

15. **OCCUPATIONAL HEALTH AND SAFETY ISSUES**

The Supplier shall ensure that, where applicable, all products are identified with Workplace Hazardous Materials Information Sheets (WHMIS) labels before entering the premises.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

16. SUPPLIER ACCOUNT REPRESENTATIVES

The Supplier shall provide an Account Representative responsible for handling the PPS account and who shall be called upon to escalate unresolved complaints or issues. The Account Representative shall also be responsible for responding to or directing to an appropriate person any technical questions or issues regarding the Supplier's products. As required, the Account Representative, visit PPS premises to determine the appropriate products for specific usage.

17. RISKS AND CONSTRAINTS

Work under this agreement is schedule driven and conducted under tight deadlines. If the Supplier is unable to meet the expected deliverables in the specified timeline, the Supplier must notify the PPS Project Authority upon review of the order and the associated delivery timelines and propose appropriate risk mitigating strategies. The PPS Project Authority will have sole authority for approving any changes to the proposed delivery timelines.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

1. EVALUATION CRITERIA COMPLIANCE

- 1.1 Each proposal will be evaluated separately, against the Evaluation Criteria contained herein.
- 1.2 It is the Bidder's responsibility to ensure that their proposal provides sufficient evidence for the PPS Evaluation Team to assess the compliance of the proposal with the criteria listed in this RFP.
- 1.3 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's proposal is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the PPS Evaluation Team will be taken into consideration.
- 1.4 Bidders must include any reference material they wish to be considered for evaluation within their proposal. Any material or documents outside the proposal will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the proposal. URL links to the Bidder's website will not be considered by the PPS Evaluation Team.
- 1.5 Proposals will be evaluated in accordance with the following three (3) stages:

Stage 1 - Bidders will be evaluated on the basis of the Mandatory Criteria.

Stage 2 – Bidders who have met all of the Mandatory Criteria will be evaluated on the basis of the Rated Criteria.

Stage 3 – Bidders meeting the minimum pass mark on the Rated Criteria will be evaluated on the basis of their Financial offer.

2. COMPLIANCE MATRIX

Bidders are asked to complete the following Compliance Matrices below and Response Templates (Appendices B and C, Project Summaries and CV templates, respectively) and submit with their proposal. The Criteria Compliance Matrices (below, Mandatory and Rated) will be used by the PPS Evaluation Team to find the required information in the Bidder's proposal. Bidders should include information on where within their proposal evidence can be found to support their compliance with each individual criterion.

3. FINANCIAL EVALUATION

- 3.1 The Bidder's Financial proposal is worth thirty (30%) of the overall point total.
- 3.2 Bidders must complete the Pricing Structure Form in Appendix C, Pricing Structure. Pricing will be scored based on a relative pricing formula using the methodology set out below in 3.3.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

- 3.3 Each Bidder will receive a percentage of the total possible points allocated to price by dividing that Bidder's total estimated price into the lowest bid total estimated price. For example, if a Bidder's offered price is \$120.00 and that is the lowest bid price, that Bidder receives 100% of the possible points ($120/120 = 100\%$). A Bidder who offers a price of \$150.00 receives 80% of the possible points ($120/150 = 80\%$), and a Bidder who offers a price of \$240.00 receives 50% of the possible points ($120/240 = 50\%$).

Lowest rate
----- x Total available points = Score for offer with second-lowest rate
Second-lowest rate

Lowest rate
----- x Total available points = Score for offer with third-lowest rate
Third-lowest rate

And so on, for each offer.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

TABLE 1 – MANDATORY CRITERION (STAGE I)

Bidders must meet the following Mandatory Criterion in order to be considered on the basis of the Rated Criterion. Proposals failing to meet the Mandatory Criterion will be deemed non-compliant and will not be considered further.

#	Description of Criterion	Bidder's Proposal Reference (compliance matrix)
M1	<p>The Contractor must submit a Project Summary , detailing its relevant qualifications and experience in providing operational footwear, similar to the deliverables described in the SOW.</p> <p>The Project Summary must demonstrate that the Contractor has the following:</p> <ul style="list-style-type: none"> • A minimum of five (5) years of experience in providing operational footwear; • A minimum of 40% of the footwear are made or assemble in Canada; • Ability to provide verbal or written answers to questions within 24 hours from receiving the request; • Ability of delivering in the timeline requested (15 business days); 	
M2	<p>The Contractor must provide the names and contact information for two (2) references for whom they have provided operational footwear within the last three (3) years.</p> <p>References must include the following:</p> <ul style="list-style-type: none"> • Name and contact information for whom the services were provided; • Brief description of the services provided; • Brief description of the operational footwear provided; • Brief description of the client's environment; <p>PPS reserves the right to contact the Bidders named references, should any one of the references provide a negative response in respect to the work described, the PPS reserves the right to deem the Bidders proposal non-compliant, and it will not be considered further.</p>	

CONTINUATION

E – EVALUATION CRITERIA AND EVALUATION TABLES

TABLE 2 – RATED CRITERION (STAGE II)

Bidders who have met the Mandatory Criterion will be evaluated on the basis of the following Rated Criterion.

#	Description of Criterion	Bidder's Proposal Reference (compliance matrix)
R1	Describe how the the winter boots are insulated, what materials are used for the lining?	
R2	Describe how the operational footwear are adapted to the Canada's environment (Rain & Snow ...)? What technology is used to meet the Waterproof or Water repellant criteria?	
R3	Describe how the operational footwear will meet the tactical esthetics requirement?	
R4	Describe how members with orthotics needs can be accommodated?	
R5	Describe what materials are used for the exterior sole? Describe how the operational footwear meet the oil and slip resistant criteria?	
R6	Describe how the operational footwear can be polish? Describe what kind of shoe polish is needed and how long will it last on the required footwear?	
R7	Describe how the operational footwear's materiel can be breathable? Describe what technology is used?	
R8	Describe how resistant the operational footwear are by providing examples of tests conducted prior to marketing the footwear? Please provide cases on how long the operational footwear could be worn by an operational member in a law enforcement environment?	