



Request for Proposal

for a

Shooting Range Facility

Request for Proposal No: PPS-RFP-2021-068

Date of Issue: March 8, 2021

Submission Deadline: March 22, 2021

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PART 1 – INTRODUCTION

1.1 Invitation to Bidders

This Request for Proposals (“the RFP”) issued by the Parliamentary Protective Service (PPS) is an invitation to submit non-binding offers for the provision of a **Shooting Range Facility**, as further described in Appendix D, for the prices established in Appendix C. The Bidder selected pursuant to this RFP process will be informed in writing. Bidders not selected will also be informed in writing.

Consortium or Joint Venture Proposals

Responses submitted by a Bidder that consists of more than one legal entity or person (such as consortia or joint ventures) will be accepted with the understanding that PPS shall regard only one of the parties of the consortium or joint venture as the prime Supplier. Responses shall clearly indicate which party is the prime Supplier. The prime Supplier shall be solely accountable for all additional parties. PPS will enter into an agreement only with the prime supplier.

1.2 Type of Agreement for Deliverables

It is the Parliamentary Protective Service’s intention to enter into an agreement with one legal entity. **The term of the agreement is to be for a period of five (5) years, with options in favour of the Parliamentary Protective Service to extend the agreement on the same terms and conditions for up to five (5) one (1)- year periods.**

1.3 No guarantee of Volume of Work or Exclusivity of Agreement

The Parliamentary Protective Service makes no guarantee of the value or volume of work to be assigned to the successful Bidder. The agreement to be negotiated with the selected Bidder will not be an exclusive agreement for the provision of the described deliverables. The Parliamentary Protective Service may put in place an agreement 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 response in accordance with the following timetable and instructions.

Issue Date of RFP	March 8, 2021
Deadline for Questions	March 17, 2021 at 14:00 EST
Submission Deadline	March 22, 2021 at 14:00 EST

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

Bidders must 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:
Jonathan Kealey
E-mail: Ppsc-aspp@parl.gc.ca

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PART 1 – INTRODUCTION

- 1.4.3 Responses must be submitted electronically to the email address listed above. No hard copies will be accepted.
- 1.4.4 Bidders are solely responsible for the delivery of their responses in the manner and time prescribed. Responses received after the Submission Deadline will be rejected.
- 1.4.5 All responses must include the following mandatory forms:
 - 1.4.5.1 Proposal Submission Form (Appendix B), completed in its entirety and signed by an authorized representative of the Bidder;
 - 1.4.5.2 Pricing Structure Form (Appendix C), completed in accordance with the instructions contained within Appendix C, Pricing Structure Form.
 - 1.4.5.3 Other than inserting the information requested on these mandatory forms, a Bidder may not make any changes to any of the forms.

1.5 Communications During Solicitation Period

- 1.5.1 Unless otherwise specified, all enquiries concerning this RFP must be received by email no later than **14:00:00 EST on March 17, 2021** to the following PPS contact:

Jonathan Kealey
Procurement
155 Queen Street, #500
Ottawa ON K1A 0B8
Email: Ppsc-aspp@pps-spp.parl.gc.ca
- 1.5.2 All questions submitted by Bidders by email to the PPS Contracting Authority will be deemed to be received once the email has entered the PPS' email inbox. No such communications are to be directed to anyone other than the PPS Contracting Authority named above in clause 1.5.1. Questions received after the closing time may not be answered.
- 1.5.3 PPS is under no obligation to provide additional information, and PPS will not be responsible for any information provided by or obtained from any source other than the PPS Contracting Authority.
- 1.5.4 It is the responsibility of the Bidder to seek clarification from the PPS Contracting Authority prior to the time set out in clause 1.5.1 on any matter it considers to be unclear. PPS will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

1.6 Amendment and Withdrawal of Responses

- 1.6.1 Bidders may amend their responses prior to the closing date of the RFP by submitting the amendment electronically to the PPS email address listed in 1.4.2. The amendment must contain the RFP title and number and the full legal name of the Bidder. Any such amendment should clearly indicate which part of the response the amendment is intended to replace.

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PART 1 – INTRODUCTION

- 1.6.2 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.

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PART 2 – EVALUATION OF PROPOSALS

2.1 Evaluation of Responses

2.1.1 An Evaluation Team has been assembled to review the responses, assess their compliance against the selection and evaluation criteria of this RFP, and consider accepting the responses of one or more compliant Bidders. The criteria to be used by the Evaluation Team to assess and rate the responses are shown in Section E, Evaluation Criteria and Financial Evaluation. All aspects of the criteria should be thoroughly addressed by Bidders. Those Bidders responding with unqualified phrases such as "we comply", will not be rated as highly as those Bidders that described in some detail just how they comply.

2.2 STAGES OF EVALUATION

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

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

Submission and Rectification Period

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

Only those Bidders whose responses 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 response 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 responses, except to provide requested information necessary to complete the response.

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

2.2.2 **Stage II – Financial Evaluation**

Bidders who have met the Mandatory Criteria will be evaluated on the basis of their Financial Submission.

2.3 Mandatory Requirements

2.3.1 **Submission Form**

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

2.3.2 **Pricing Form**

Bidders must complete the Pricing Structure Form (Section C) and include with its response.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.1 BIDDERS TO FOLLOW INSTRUCTIONS

Bidders should structure their responses 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.

In the event of any discrepancies between the English and French versions of this RFP, the English version of the RFP document will prevail.

In the event of any discrepancies between the notice posted on Buy and Sell and this RFP document, the information in this RFP document will prevail.

3.2 COMMUNICATION OF RFP DOCUMENTS AND ADDENDA

The Parliamentary Protective Service will only post RFP documents and any associated Addenda on BUYANDELL.GC.CA.

3.3 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.

3.4 BIDDERS SHALL BEAR THEIR OWN COSTS

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

3.5 COMMUNICATION AFTER ISSUANCE OF RFP

3.5.1 Bidders to Review RFP

3.5.1.1 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 1.5.1.

3.5.1.2 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.

3.5.1.3 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.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.5.2 All New Information to Bidders by Way of Addenda

3.5.2.1 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 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.

3.5.2.2 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.

3.5.3 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.

3.5.4 Verify, Clarify & Supplement

When evaluating responses, 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 response. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's response or ranking on the basis of any such information.

3.5.5 No Incorporation by Reference

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

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

3.5.6 Responses to be retained by the Parliamentary Protective Service

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

3.6 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

3.6.1 Selection of Highest-Ranked Bidder

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

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.6.2 Timeframe for Negotiations

The Parliamentary Protective Service intends to conclude negotiations with the highest-ranked Bidder within **five (5) 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.

3.6.3 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 an agreement 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 response or to confirm the conclusions reached in the evaluation, and may include requests by the Parliamentary Protective Service for improved pricing from the Bidder.

3.6.4 Terms and Conditions

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

3.6.5 Failure to Enter Into Agreement

Bidders should note that if the parties cannot execute an agreement within the allotted five (5) 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 agreement. With a view to expediting agreement 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 may discontinue further negotiations with the highest-ranked Bidder. This process will continue until an agreement 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.

3.6.6 Notification to Other Bidders

Other Bidders that become eligible for negotiations will be notified at the commencement of their respective negotiations. Once an agreement 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 agreement.

3.6.7 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

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presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.7 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.7.1 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).

3.7.2 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).

3.7.3 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 agreement awarded pursuant to the RFP without first obtaining the written permission of the Parliamentary Protective Service Contact.

3.7.4 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 response, 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.

3.7.5 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 responses containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the procurement process.

3.7.6 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 response 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

3.8 **CONFIDENTIAL INFORMATION**

3.8.1 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

3.8.1.1 is the sole property of the Parliamentary Protective Service and must be treated as confidential;

3.8.1.2 is not to be used for any purpose other than replying to the RFP and the execution of any subsequent agreement;

3.8.1.3 must not be disclosed without prior written authorization from the Parliamentary Protective Service; and

3.8.1.4 will be returned by the Bidders to the Parliamentary Protective Service immediately upon the request of the Parliamentary Protective Service.

3.8.2 **Confidential Information of Bidder**

Bidders should identify any information in their response 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 responses 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 responses. 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.

3.9 **PROCUREMENT PROCESS NON-BINDING**

3.9.1 **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:

3.9.1.1 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 an agreement, failure to award an agreement or failure to honour a response to the RFP.

3.9.2 **No agreement until execution of written agreement**

The procurement process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. 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. An agreement will only exist following successful negotiation and execution of a written agreement for the acquisition of goods and/or services.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

3.9.3 **Non-binding price estimates**

While the pricing information provided with responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of responses 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 agreement award.

3.9.4 **Disqualification for Misrepresentation**

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

3.9.5 **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 agreements with the Parliamentary Protective Service.

3.9.6 **Cancellation**

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

3.10 **GOVERNING LAW AND INTERPRETATION**

3.10.1 **Governing Law**

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

3.10.1.1 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);

3.10.1.2 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

3.10.1.3 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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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

1. **GOVERNING LAWS AND JURISDICTION**

The Framework Agreement 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 agreement and related purchase orders.

2. **PRIORITY OF DOCUMENTS**

The documents specified below form part of and are incorporated into the Framework Agreement. 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. Section A, Framework Agreement Terms and Conditions;
- 2.2. Section B, Statement of Requirements;
- 2.3. Section C, Pricing Structure;
- 2.4. Appendix A, Resulting Purchase Orders Terms and Conditions.

3. **TIME IS OF THE ESSENCE**

The work must be performed within or at the time stated in the Framework Agreement or any Purchase Order issued against the Framework Agreement.

4. **REQUIREMENT**

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

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 agreement shall meet or exceed industry standards and shall be provided in accordance with applicable law.

6. **PERIOD OF FRAMEWORK AGREEMENT**

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 one (1) year, in accordance with the Terms and Conditions listed herein.

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- 6.2 The Parliamentary Protective Service reserves the irrevocable option of extending this agreement under the same terms and conditions for an additional two (2) one (1)-year periods.
- 6.3 The last day of the term or any extension of the term of this agreement 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 agreement. All such orders are to be honoured, notwithstanding that delivery will occur after the expiry date of the Framework Agreement. Delivery must be completed within thirty (30) days after the expiry date of this Framework Agreement. No order is to be issued pursuant to this Framework Agreement 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/or 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**

- 11.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 10.
- 11.2 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 – FRAMEWORK AGREEMENT 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. ORDER FORM

If the Parliamentary Protective Service wishes to acquire services pursuant to this Framework Agreement, the following terms and conditions will apply:

13.1 The Parliamentary Protective Service shall request services, using a Parliamentary Protective Service Purchase Order (PO).

13.2 It is understood and agreed that no contractual obligation exists until the Supplier's offer is accepted by the Parliamentary Protective Service in whole or in part by means of a PO. In addition, the liability of the Parliamentary Protective Service under this Framework Agreement shall be limited to the actual amount of services ordered under each PO and under no circumstances beyond the financial limitation specified herein unless otherwise agreed to between the parties and reflected with an amendment to this Framework Agreement or any resulting PO.

13.3 It is understood and agreed that the terms and conditions herein and as set out in as Appendix A, Terms and conditions for resulting Purchase Orders (as amended from time to time at the discretion of the Parliamentary Protective Service) shall apply to services covered by a PO.

14. PRICING

For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this Framework Agreement. 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.

15. METHOD OF PAYMENT

15.1 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

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A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

and conditions of the agreement 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.

- 15.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.
- 15.3 All invoices must indicate the above Framework Agreement number and any applicable PO number and are to be submitted by email to finance-finances@pps-spp.parl.gc.ca and/or to the PPS Project Authority named in Section 34.

16. CANCELLATION OF FRAMEWORK AGREEMENT

- 16.1 The Framework Agreement may be terminated at any time and for any reason by the Parliamentary Protective Service with a ten (10) working days written notice.
- 16.2 The Framework Agreement 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 Framework Agreement.
- 16.3 The Framework Agreement may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Framework Agreement 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.
- 16.4 Upon the termination of the Framework Agreement 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 and any expenses reasonably incurred.
- 16.5 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.

17. AMENDMENTS TO FRAMEWORK AGREEMENT

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

18. CONFIDENTIALITY

- 18.1 All information relating to the affairs of the Parliamentary Protective Service or 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 agreement must be treated as confidential during and after the performance of the services.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

18.2 Upon expiry or termination of the Framework Agreement, 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 period of the Framework Agreement.

19. **INDEPENDENT SUPPLIER**

It is the intention of the parties that the agreement is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing goods and/or services 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.

20. **ASSIGNMENT OF FRAMEWORK AGREEMENT**

The Framework Agreement 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.

21. **NO IMPLIED OBLIGATIONS**

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Framework Agreement, 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 Framework Agreement supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Framework Agreement.

22. **PERFORMANCE**

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

23. **CONFLICT OF INTEREST**

23.1 No employees of the Parliamentary Protective Service shall be admitted to any share or part of the Framework Agreement or to any benefit arising there from.

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

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

24. PUBLIC CEREMONY AND/OR ADVERTISING

- 24.1 The Supplier must not allow or permit any public ceremony in connection with the Framework Agreement.
- 24.2 The Supplier must not erect or permit the erection of any sign or advertising without the Parliamentary Protective Services' prior written consent.
- 23.3 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.

25. SECURITY REQUIREMENTS

- 25.1 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 Framework Agreement, prior to the commencement of work the Parliamentary Protective Service may carry out a criminal records name check for any person who requires such access.
- 25.2 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 Framework Agreement.

26. PRIVILEGES OF PPS AND DAMAGES TO PREMISES

- 26.1 Nothing in this Framework Agreement 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.
- 26.2 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.

27. INDEMNIFICATION

The Supplier hereby undertakes to save harmless and agrees to indemnify the Parliamentary Protective Service and its employees 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, its agents, employees, representatives, or anyone acting on its behalf in the performance of this Framework Agreement.

28. 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 agreement are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

documents, research, reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the Supplier's performance of its obligations under this agreement and paid for by the Parliamentary Protective Service under this agreement 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 Framework Agreement without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

29. 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 Framework Agreement, 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.

30. ENVIRONMENTAL PRACTICES

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

31. 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 Framework Agreement. The representative so appointed by the Parliamentary Protective Service shall be the Parliamentary Protective Service' Project Authority as referred to in this Framework Agreement.

32. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

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

Project Authority To be completed following agreement award.	Contracting Authority Jonathan Kealey Manager, Procurement 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613- 943-4063 Email: jonathan.kealey@pps-spp.parl.gc.ca
Enquiries (Primary Contact) Jonathan Kealey Manager, Procurement 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613- 943-4063 Email: jonathan.kealey@pps-spp.parl.gc.ca	

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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

33. SUPPLIER REPRESENTATIVES

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

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

34. 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
155 Queen Street, #500
Ottawa ON, K1A 0A6
E-mail: ppsc-aspp@parl.gc.ca

35. SUBSTITUTION OF PERSONNEL

- 35.1 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.
- 35.2 If at any time the Supplier is unable to provide the services of any specific person named in the Framework Agreement, 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.
- 35.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
- 35.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and
- 35.3.2 the name, qualifications and experience of the proposed replacement person.

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 agreement.

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 agreement. 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

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

- 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 Fees

Fees 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.

Bidders should include additional tables and/or lines as required to differentiate between different distances and types of ranges (e.g. tactical vs shooting).

Table 1 – Shooting Range Fees

Full Day – up to 24 shooting lanes	Daily Rate
All-inclusive flat fee	\$
Half Day – up to 24 shooting lanes	Half-day Rate
All-inclusive flat fee	\$

Table 2 – Tactical Range Fees

Full Day	Daily Rate
All-inclusive flat fee	\$
Half Day	Half-day Rate
All-inclusive flat fee	\$

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

1. **OBJECTIVE**

To enter into an agreement to provide the PPS with a Shooting Range Facility, as described herein.

2. **BACKGROUND**

On June 23, 2015, the Parliamentary Protective Service (PPS) 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.

PPS Protection Members require access to a shooting range for ongoing training and recertification. PPS conducts recruitment programs on an annual basis that require time booked on the range in advance of the training and recertification programs.

3. **REQUIREMENTS**

The Bidder shall provide the following ranges and facilities for use by the PPS:

3.1 **Shooting Ranges**

- 3.1.1 Use of three (3) firing ranges, at distances of 50m, 100m and 300m.
- 3.1.2 Each firing range shall have at least twelve (12) shooting lanes available. Shooting ranges shall be adjacent to one another. The distance of all shooting lanes is measured from the firing line to the target stand, not including bullet traps.
- 3.1.3 The Bidder shall provide a live fire tactical area (100m capacity) that shall accommodate the following training scenarios:
 - Moving and shooting with small groups;
 - Use of obstacles permitting shooting with angles and different elevations;
 - Use of vehicles to conduct approaches and manoeuvres.
- 3.1.4 All ranges shall allow the discharge of the following ammunition:
 - 9mm hollow point;
 - 5.56 hollow point;
 - Frangible 5.56mm;

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

- Frangible 9mm.
- 3.1.5 All shooting ranges shall allow use of barricades, prone shooting positions and steel targets;
- 3.1.6 All shooting ranges shall allow multiple shooters (up to 12 shooters) simultaneously engaged in tactical shooting activities;
- 3.1.7 All shooting ranges shall allow angle, multi-directional and positional shooting;
- 3.1.8 All shooting ranges shall be accessible by vehicles of PPS participants year-round and provide sufficient parking for up to 30 vehicles on hard packed grounds. Bidder shall provide regular snow removal and road maintenance ensuring access to parking, ranges and facilities;
- 3.1.9 Bidder shall provide secure, dry and lighted storage using shipping containers at the range facility;
- 3.1.10 The storage containers and parking being used by the PPS shall be for the exclusive use of the PPS only;
- 3.1.11 The Bidder shall allow the PPS to bring vehicles onto the firing ranges for training purposes (shooting from vehicles);
- 3.1.12 The shooting ranges, storage containers and parking spaces shall comply with the latest editions of the Ontario Building Code, Ontario Fire Code, Ontario Electrical Code, Ontario Plumbing Code, National Building Code, National Fire Code, National Electrical Code, National Plumbing Code, Canadian Environmental Protection Act, Canadian Environmental Assessment Act and all other codes, by-laws and regulations having jurisdiction at the facility. The Bidder is responsible for obtaining and maintaining all permits required.

3.2 Facilities

The premises shall have an indoor facility available adjacent to the shooting ranges available to the PPS' that meets the following:

- 3.2.1 One men's and one women's single-occupant washroom facilities with potable water, heating, plumbing and lighting. The Bidder shall supply all hand soap, paper hand towels and garbage can. The Bidder shall ensure that washrooms are cleaned once per week;
- 3.2.2 A dining room or area with tables and chairs for up to twenty-five people, with potable water and faucet, countertop, sink and drainage. The Bidder shall supply all hand soap, paper hand towels and a garbage can. The Bidder shall ensure room or area is cleaned once per week;

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

- 3.2.3 A covered logistics shelter, approximately 1,600 square feet in size. The Bidder shall provide a garbage can. The Bidder shall ensure that the logistics shelter is cleaned once per week;
- 3.2.4 The indoor facility and logistics shelter shall have heating, electrical lighting, electrical outlets, smoke and carbon monoxide detectors, openable windows and two (2) exit doors;
- 3.2.5 The facilities for the washrooms, dining and gun cleaning areas shall comply with the latest editions of the Ontario Building Code, Ontario Fire Code, Ontario Electrical Code, Ontario Plumbing Code, National Building Code, National Fire Code, National Electrical Code, National Plumbing Code, Canadian Drinking Water Standards, Canadian Environmental Protection Act, Canadian Environmental Assessment Act and all other codes, by-laws and regulations having jurisdiction at the facility. The Bidder is responsible for obtaining and maintaining all permits required;
- The facilities for the washroom, dining and logistical shelter shall be operational within a period to be negotiated between PPS and the Supplier and will be reflected in the signed Framework Agreement.
- 3.2.6 The Shooting Ranges shall have an in-door classroom on-site in close proximity to the PPS' shooting ranges for use by the PPS that can seat up to 24 individuals, plus one (1) instructor. The classroom can be shared by other Users of the Facility on a reservation basis, but PPS will have a right of first refusal for dates. Classroom shall be heated, have sufficient lighting and electrical outlets, tables and chairs, smoke and carbon monoxide detectors, openable windows, the required number of exits, two (2) whiteboards on walls (or mobile) being approximately 48" by 72" each, and internet connection. Classroom and furniture shall be cleaned once per week;
- 3.2.7 The indoor classroom shall comply with the latest editions of the Ontario Building Code, Ontario Fire Code, Ontario Electrical Code, Ontario Plumbing Code, National Building Code, National Fire Code, National Electrical Code, National Plumbing Code, Canadian Drinking Water Standards, Canadian Environmental Protection Act, Canadian Environmental Assessment Act and all other codes, by-laws and regulations having jurisdiction at the facility. The Bidder is responsible for obtaining and maintaining all permits required;
- The classroom shall be fully operational within a period to be negotiated and between PPS and the Supplier and will be reflected in the signed Framework Agreement.
- 3.2.8 The Bidder shall allow the PPS to bring their own teaching tools (e.g. whiteboards, projectors, etc.) or be permitted to use those of the facility at no extra cost to the PPS.
- 3.2.9 The PPS will be permitted to use any shared-use amenities such as washrooms located at the facility.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

4. ACCESS TO SHOOTING RANGE

PPS shall have access to the designated shooting ranges described in section 2.1, above, twelve (12) months of the year, Monday to Friday, 0800-1600 hours. PPS will book range time in advance of the date(s) required.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

1. EVALUATION CRITERIA COMPLIANCE

- 1.1 Each response will be evaluated separately, against the Evaluation Criteria contained herein.
- 1.2 It is the Bidder's responsibility to ensure that their response provides sufficient evidence for the PPS Evaluation Team to assess the compliance of the response 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 response 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 response. Any material or documents outside the response 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 response. URL links to the Bidder's website will not be considered by the PPS Evaluation Team.
- 1.5 Responses will be evaluated in accordance with the following two (2) stages:
 - Stage 1** - Bidders will be evaluated on the basis of the Mandatory Criteria.
 - Stage 2** – Bidders whose proposals have met the Mandatory Criteria will be evaluated on the basis of their Financial Proposal.

2. COMPLIANCE MATRIX

Bidders are asked to complete the following Compliance Matrices and submit with their response. The Criteria Compliance Matrices (below, Mandatory) will be used by the PPS Evaluation Team to find the required information in the Bidder's response. Bidders should include information on where within their response evidence can be found to support their compliance with each individual criterion.

3. FINANCIAL EVALUATION

- 3.1 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 3.2.
- 3.2 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 ($120/150 = 80\%$).

CONTINUATION

E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

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. Responses failing to meet the Mandatory Criterion will be deemed non-compliant and will not be considered further.

#	Description of Criterion	Bidder's Proposal Reference
M1	The Bidder must provide confirmation of a valid License to operate the range according to the Chief Firearms Office, including all applicable guidelines and legislation. The Contractor must comply with all applicable Guidelines and legislation to operate a firearms range.	

CONTINUATION

APPENDIX A – RESULTING PURCHASE ORDER TERMS AND CONDITIONS

1 GOVERNING LAWS

The Purchase Order 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 standing offer and related purchase orders.

2 TIME IS OF THE ESSENCE

The work must be performed within or at the time stated on the Purchase Order.

3 STATUS OF CAPACITY

The Supplier has represented and does hereby warrant that:

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

4 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.

5 GST/HST

The Goods and Services Tax (GST) or any other federal tax such as the Harmonized Sales Tax (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.

6 PROVINCIAL TAX

- 6.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 5.
- 6.2 If a PST licence 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.

CONTINUATION

APPENDIX A – RESULTING PURCHASE ORDER TERMS AND CONDITIONS

7 QUEBEC SALES TAX (QST)

The Parliamentary Protective Service will pay the QST, if applicable. 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 Revenu Quebec as required. The Supplier's QST registration number must appear on invoices when that tax is being charged.

8 PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

- 8.1 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 a retail sales tax legislation or its equivalent and whose primary purpose is to finance a regulatory scheme.
- 8.2 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.

9 METHOD OF PAYMENT

- 9.1 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 30 days following the date on which goods and/or services have been received in accordance with the terms and conditions of the Purchase Order or within 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.
- 9.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.

10 CANCELLATION OF PURCHASE ORDER

- 10.1 The Purchase Order may be terminated at any time and for any reason by the Parliamentary Protective Service with a 10 working days written notice.
- 10.2 The Purchase Order 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 Purchase Order.
- 10.3 The Purchase Order may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Purchase Order, 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.
- 10.4 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

CONTINUATION

APPENDIX A – RESULTING PURCHASE ORDER TERMS AND CONDITIONS

documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

11 **AMENDMENTS TO PURCHASE ORDER**

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

12 **CONFIDENTIALITY**

All information relating to the affairs of the Parliamentary Protective Service or of its employees, or of Members or their 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 Purchase Order must be treated as confidential during and after the performance of the services.

13 **INDEPENDENT SUPPLIER**

It is the intention of the parties that the Purchase Order 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.

14 **ASSIGNMENT OF PURCHASE ORDER**

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

15 **NO IMPLIED OBLIGATIONS**

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Purchase Order, 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 Purchase Order supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Purchase Order.

16 **PERFORMANCE**

The Supplier must report the performance under the Purchase Order to the Parliamentary Protective Service in whatever format and frequency the Parliamentary Protective Service may require.

CONTINUATION

APPENDIX A – RESULTING PURCHASE ORDER TERMS AND CONDITIONS

17 CONFLICT OF INTEREST

- 17.1 No employees of the Parliamentary Protective Service shall be admitted to any share or part of the Framework Agreement or to any benefit arising there from.
- 17.2 The Supplier must not extend entertainment, gifts, gratuities, discounts or special services regardless of value to Parliamentary Protective Service employees or their families. The Supplier has the responsibility to report to the Parliamentary Protective Service any attempts by Parliamentary Protective Service employees, their families, to obtain such favours.

18 PUBLIC CEREMONY AND/OR ADVERTISING

The Supplier must not use the name of the Parliamentary Protective Service, or any make reference to the Parliamentary Protective Service, in any manner of advertising and must not conduct or allow any public ceremony or advertising in connection with the Purchase Order.

19 PRIVILEGES OF THE PPS AND DAMAGES TO PREMISES

- 19.1 Nothing in this Purchase Order 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.
- 19.2 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.

20 INDEMNIFICATION

The Supplier hereby undertakes to save harmless and agrees to indemnify the Parliamentary Protective Service and its employees, and Members of the Parliamentary Protective Service and their employees 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 Purchase Order.

21 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 Purchase Order 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 the Supplier's performance of its obligations under this Purchase Order and paid for by the Parliamentary Protective Service under this Purchase Order are the property of the Parliamentary Protective Service and neither the Supplier nor any officer, employee, representative, or agent of the Supplier

CONTINUATION

APPENDIX A – RESULTING PURCHASE ORDER TERMS AND CONDITIONS

shall divulge, release, or publish anything related to performance under this Purchase Order without first obtaining the written permission of the Parliamentary Protective Service' Project Authority.

22 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 Purchase Order, 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' Project Authority.

23 ENVIRONMENTAL PRACTICES

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

24 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 Purchase Order. The representative so appointed by the Parliamentary Protective Service shall be the Parliamentary Protective Service' Project Authority as referred to in this Purchase Order.