



Request for Proposals

For

Modular CQB Structure

Request for Proposal No: PPS-RFP-2021-078

Date of Issue: September 15th, 2021

Submission Deadline: September 24th, 2021

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PART 1 – INFORMATION TO BIDDERS

1. **INVITATION TO BIDDERS**

This Request for Proposals (RFP) is an invitation by the Parliamentary Protective Service (PPS) to prospective Bidders to submit proposals for the provision of a Close Quarters Battle (CQB) Structure, as further described in Appendix D – Statement of Requirements.

Consortium or Joint Venture Proposals

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

2. **TYPE OF AGREEMENT FOR DELIVERABLES**

One or more Bidders may be invited to enter into negotiations for an agreement with the Parliamentary Protective Service for the provision of a Modular CQB Structure as described in Appendix D - Statement of Requirements. 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 two (2) one (1) year periods. The Terms and Conditions of the agreement will be established through negotiations. The list of the Parliamentary Protective Service' standard clauses in Appendix A – Term Sheet will be a starting point for such negotiations.

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 under a resulting agreement. 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 contract with others for the same or similar deliverables to those described in the RFP or may obtain the same or similar deliverables internally.

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PART 1 – INFORMATION TO BIDDERS

4. RECEIPT OF PROPOSALS

4.1 Bidders must submit their proposals in accordance with the following timetable and instructions.

Issue Date of RFP	September 14th, 2021
Deadline for Questions	September 23rd, 2021 at 12:00 pm ET
Submission Deadline	September 24th, 2021 at 2:00 pm ET
Proposal Rectification Period	The Rectification Period will run for five (5) business days from the date and time that the Parliamentary Protective Service issues a rectification notice to a Bidder.

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

4.2 Proposals must be electronically submitted to the Parliamentary Protective Service using the instructions indicated within the RFP.

4.3 Bidders are solely responsible for the delivery of their proposals in the manner and time prescribed. Proposals received after the Submission Deadline according to the PPS Server time clock will be rejected.

4.4 All proposals must include the following mandatory forms:

4.4.1 Proposal Submission Form (Appendix B), completed in its entirety and signed by an authorized representative of the Bidder;

4.4.2 Pricing Structure Form (Appendix C), completed in accordance with the instructions contained within Appendix C, Pricing Structure Form.

4.4.3 Other than inserting the information requested on these mandatory forms, a Bidder may not make any changes to any of the forms.

4.5 Any other questions concerning submitting should be addressed to:

Wayne Dubeau, Senior Contracting Officer

Email: proposals-soumissions@pps-spp.parl.gc.ca

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PART 1 – INFORMATION TO BIDDERS

5. **COMMUNICATIONS DURING SOLICITATION PERIOD**

5.1 Unless otherwise specified, all enquiries concerning this RFP must be received by email no later than 12:00:00 (noon) on September 23, 2021 to the following Parliamentary Protective Service Contact:

Wayne Dubeau, Senior Contracting Officer
Email: proposals-soumissions@pps-spp.parl.gc.ca

5.2 All questions submitted by Bidders by email to the Parliamentary Protective Service Contact will be deemed to be received once the email has entered the Parliamentary Protective Service Contact's email inbox. No such communications are to be directed to anyone other than the Parliamentary Protective Service Contact named above in clause 5.1. Questions received after the closing time may not be answered.

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

5.4 It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact prior to the time set out in clause 5.1 on any matter it considers to be unclear. The Parliamentary Protective Service will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

6. **FORM OF PROPOSAL**

6.1 As an environmental incentive, the Parliamentary Protective Service is sending this RFP by way of posting via BUYANDSELL.GC.CA.

6.2 All proposals should be submitted in PDF format.

6.3 All proposals should be in narrative form and should demonstrate compliance with each element of the selection and evaluation criteria as enumerated in this RFP.

7. **AMENDMENT AND WITHDRAWAL OF PROPOSALS**

7.1 Bidders may amend their proposals prior to the closing date of the RFP by submitting the amendment electronically via the email to proposals-soumissions@pps-spp.parl.gc.ca. 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 proposal the amendment is intended to replace.

7.2 Bidders may, at any time throughout the procurement process, withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the Parliamentary Protective Service Contact named in clause 5.1 (above) and must be signed by an authorized representative. The Parliamentary Protective Service is under no obligation to return withdrawn proposals.

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PART 2 – EVALUATION OF PROPOSALS

1. EVALUATION OF PROPOSALS

- 1.1 An Evaluation Team has been assembled to review the proposals, assess their compliance against the selection and evaluation criteria of this RFP, and consider accepting the proposals of one or more compliant Bidders. The criteria to be used by the Evaluation Team to assess and rate the proposals are shown in Appendix 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.
- 1.2 While price is a factor in the selection of the successful Bidder(s), other criteria are weighted and will be evaluated accordingly.

2. STAGES OF EVALUATION

The Parliamentary Protective Service will conduct the evaluation of proposals in accordance with the following **three (3) stages**:

2.1 **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 Criteria (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.

2.1.1 Proposal Submission Form (Appendix B)

Proposals must include a Proposal Submission Form (Appendix B) completed in its entirety and signed by an authorized representative of the Bidder.

2.1.2 Pricing Structure Form (Appendix C)

Proposals must include a Pricing Structure Form (Appendix C) completed in accordance with the instructions contained within Appendix C, Pricing Structure Form, as well as the following instructions:

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PART 2 – EVALUATION OF PROPOSALS

- (a) prices must be provided in Canadian funds, inclusive of all applicable duties and taxes, which should be itemized separately; and
- (b) prices quoted by the Bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the Parliamentary Protective Service, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2.2 Stage II – Evaluation of the Rated Criteria

Stage II will consist of a scoring by the Parliamentary Protective Service 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 Parliamentary Protective Service requirements in respect of this criterion are provided in the Statement of Requirements in Appendix D.

2.3 Stage III – Evaluation of Pricing

2.3.1 Bidders should refer to Appendix C, Pricing Structure Form, for a breakdown of the pricing structure requirements.

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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 number(s) 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 on BUYANDSELL.GC.CA

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 demonstrations.

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) seek additional information or direct questions by email to the Parliamentary Protective Service Contact as set out in Part 1, clause 5.

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.

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PART 3 – TERMS AND CONDITIONS OF 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 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 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.

5.4 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.

5.5 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. FINAL 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

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

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 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 agreement will be provided to the highest-ranked Bidder prior the commencement of the negotiation process, and will form the starting point for negotiation of a resulting agreement.

6.5 Failure to Enter Into Agreement

Bidders should note that if the parties cannot execute an agreement within the allotted fifteen (15) 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.

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 an agreement.

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

6.8 Procurement Protest Procedure

Further to clause 6.7, Bidders who have received a debriefing will have ten (10) calendar days to seek additional information by contacting the office of the Deputy-Chief, Procurement.

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 agreement 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, officers or board members, 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.

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PART 3 – TERMS AND CONDITIONS OF 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. 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).

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 agreement;

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’ 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:

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PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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.

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. A contract will only exist following successful negotiation and execution of a written agreement for the acquisition of goods and/or services.

9.3 **Non-binding price estimates**

While the pricing information provided with proposals will be non-binding prior to the execution of a written agreement, 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 agreement award.

9.4 **Disqualification for Misrepresentation**

The Parliamentary Protective Service may disqualify the Bidder or rescind an agreement 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' 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 – FRAMEWORK AGREEMENT 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. In the event of a discrepancy between the english versions and the french versions, the english version will prevail for all documents.

- 2.1. Appendix A, Contract Terms and Conditions;
- 2.2. Appendix D, Statement of Work;
- 2.3. Appendix C, Pricing Structure.

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 five (5) years, in accordance with the Terms and Conditions listed herein.

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APPENDIX A – FRAMEWORK AGREEMENT 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 two (2) optional one (1) year periods.
- 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 9.
- 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 – 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. 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's Financial Services, 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 Finance-finances@pps-spp.parl.gc.ca.

15. CANCELLATION OF CONTRACT

15.1 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 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 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.

16. 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.

17. CONFIDENTIALITY

- 17.1 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 Contract must be treated as confidential during and after the performance of the services.
- 17.2 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.

18. 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 – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

19. 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.

20. 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.

21. 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.

22. CONFLICT OF INTEREST

22.1 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.

22.2 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.

23. PUBLIC CEREMONY AND/OR ADVERTISING

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

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

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.

24. SECURITY REQUIREMENTS

CONTINUATION

- 24.1 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

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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.

- 24.2 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.

25. PRIVILEGES OF THE PPS AND DAMAGES TO PREMISES

- 25.1 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.

- 25.2 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.

26. 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.

27. 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.

28. 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.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

29. ENVIRONMENTAL PRACTICES

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

30. 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.

31. 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.	Wayne Dubeau Senior Contracting Officer 155 Queen Street, 4 th floor Ottawa, ON K1A 0B8 Email: proposals-soumissions@pps-spp.parl.gc.ca
Enquiries (Primary Contact)	
Wayne Dubeau Senior Contracting Officer 155 Queen Street, 4 th floor Ottawa, ON K1A 0B8 Email: proposals-soumissions@pps-sppparl.gc.ca	

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

32. 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.	

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

33. 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, 4th floor
Ottawa ON, K1A 0B8
E-mail: ppsc-aspp@pps-spp.parl.gc.ca

34. SUBSTITUTION OF PERSONNEL

- 34.1 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.
- 34.2 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.
- 34.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
- 34.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and
 - 34.3.2 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 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 be quoted in Canadian dollars (CAD) and 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 F.O.B on delivery.

Bidders should include additional rows to the table below for other components required to assemble the CQB Structure, and indicate whether they are required for assembly of the basic structure. Additional optional components should also be listed and identified as optional.

Table 1: Base CQB Structure Components

Item	Product Description	Unit Price (CAD)
1	Standard CQB Wall Panel	
2	Standard CQB Window Panel	
3	Standard CQB Door Panel	
4	Connecting Brackets	

Table 2: Optional CQB Structure Components

Item	Product Description	Unit Price (CAD)
1		
2		
3		
4		

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to procure a modular and reconfigurable Close Quarters Battle (CQB) System which can be set up in a large building in order for the Parliamentary Protective Service (PPS) to train and exercise individual and team based skills in close quarter battle.

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.

CQB skills are used in a variety of Tactical and Use of Force applications including, but not limited to, Control and Defensive Tactics, Use of Force Management, Immediate Action Rapid Deployment, Containment and Incident Response.

A CQB structure is also used for Scenario Based Training and Exercise/Evaluation Assessment.

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.

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.

CONTINUATION

CQB	Close Quarters Battle
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.

4. **SCOPE OF REQUIREMENTS**

The PPS has been meeting its training requirements via the use of private facilities around the National Capital Region. As PPS' training requirements grow over the next few years, PPS has an immediate requirement to procure a durable and robust CQB system that:

- 4.1 Is compatible with the use of Simunition™ or other marking rounds;
- 4.2 Can be quickly and safely setup and taken down by two (2) personnel without the use of specialized or proprietary tools and/or equipment;
- 4.3 Be configurable in a wide variety of layouts;
- 4.4 Remain serviceable under normal usage with minimal maintenance and replacement of parts.

5. **DELIVERABLES**

- 5.1 The Bidder must provide a CQB System that meets the mandatory technical specifications contained in Annex "E".
- 5.2 The Bidder must provide spare parts as and when requested in accordance with the Basis of Payment in Annex "C".
- 5.3 The Bidder must provide three (3) hard-copy instruction manuals containing English and French instructions.
- 5.4 The Bidder must provide one (1) .pdf instruction manual containing English and French instructions.
- 5.5 The Bidder must provide call-in technical assistance free of charge for at least two (2) years following reception of goods.

6. **ORDER TIMELINES**

The initial order must be delivered, in full, by October 10, 2021. Timelines for subsequent orders will be stipulated within resulting Purchase Orders.

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

7. DELIVERIES

- 7.1 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.
- 7.3 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.

8. 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.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND FINANCIAL EVALUATION

1. CRITERIA COMPLIANCE

- 1.1 Each Proposal will be evaluated separately, against the Mandatory and Rated Criteria contained herein, and in accordance with the evaluation stages set out in Part 2, Evaluation of Proposals.
- 1.2 It is the Bidder's responsibility to ensure that their Proposal provides sufficient evidence for the Parliamentary Protective Service Evaluation Team to assess the compliance of the proposal with the criteria listed in this RFP. The Bidder must demonstrate how they meet each criterion. Simply repeating the statement is not considered demonstrated.
- 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.
- 1.4 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.
- 1.5 Responses 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 will be evaluated on the basis of their Financial Proposal.

2. COMPLIANCE MATRIX

Bidders are asked to complete the table(s) below and submit with their Proposal. The table(s) are used to assist Bidders in ensuring they have included all the required elements in their Proposal demonstrating compliance with the criteria and it will be used by the 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 To assist Bidders in responding to this RFP, the Bidder's Financial Proposal is worth thirty percent (30%) of the overall evaluation.
- 3.2 As per clause 2.1.3 of Part 2, Evaluation of Proposals, Bidders must complete the Pricing Structure Form at Appendix C. Pricing will be scored based on a relative pricing formula using the prices set out in the Pricing Structure Form.
- 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 proposed 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 proposes a price of \$150.00 receives 80% of the possible points ($120/150 = 80\%$), and a Bidder who proposes a price of \$240.00 receives 50% of the possible points ($120/240 = 50\%$).

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND FINANCIAL EVALUATION

Lowest price
----- x Total available points = Score for proposal with second-lowest price
Second-lowest price

Lowest price
----- x Total available points = Score for proposal with third-lowest price
Third-lowest price
And so on, for each proposal.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND FINANCIAL EVALUATION

TABLE 1 – MANDATORY CRITERIA (STAGE I)

Bidders' proposed CQB solutions must meet all of the following Mandatory Criteria in order to be considered further.

Mandatory Criterion	Description	Pass	Fail	Reference to Bidder's Technical Proposal
M1	<p>The CQB System design must consist of individual wall panels that can be quickly disassembled to permit users to reconfigure room/floor layouts and door and window entry points in order to simulate different CQB scenarios.</p> <p>Wall panels must be between:</p> <ul style="list-style-type: none"> • seven (7) and ten (10) feet high; • four (4) and six (6) feet wide; and • At least three (3) inches thick. 			
M2	<p>The CQB System design must consist of individual wall panels that can be quickly disassembled to permit users to reconfigure room/floor layouts and door and window entry points in order to simulate different CQB scenarios, including small single room configurations to large multi-room complex.</p>			
M3	<p>The largest separable components must be able to be lifted/manipulated by two (2) persons to accommodate a two person build/reconfiguration, with no special tools required, using a single bracket system.</p>			
M4	<p>The CQB System breach doors and door frames must permit the use of standard non-ballistic and nonexplosive breaching techniques and devices.</p>			
M5	<p>The CQB System design must provide the option for future expansion of the system in terms of size and layout, as well as the inclusion of freestanding overhead structures such as catwalks, ladders, stairs, mezzanine, or a second story over the whole or a portion of the</p>			

CONTINUATION

	first story for observation and scenarios involving vertical assaults.			
M6	The CQB system – including all reconfigurable interior parts such as doors, hinges, and all connective hardware – must retain its structural integrity under normal use.			
M7	The CQB System, and all its component parts, must remain solidly freestanding and must not move or shift during CQB training. This involves stresses applied simultaneously by up to two (2) PPS officers in full tactical gear, each with a gross weight of 250 pounds repeatedly climbing on and against wall panels, and through door and window openings.			
M8	The CQB System must remain usable and reconfigurable in the event that non-critical parts are damaged through regular wear and tear (redundancy and reconfigurability).			
M9	The CQB System, including all wall panels, doors, and all assembly components including brackets, end caps, joints, and other applicable components must be rated to withstand strikes from Simunition™ or other types of marking rounds.			
M10	All interior surfaces (excluding floor) must be resistant to fresh water, soap, oil, and non-toxic paint (to resist water washing of simunition round strikes on walls/doors).			
M11	Materials comprising the CQB System must be non-toxic and nonhazardous in order to prevent deleterious health effects on users and facilitate nonhazardous disposal at a local municipal landfill at end of lifecycle.			
M12	All interior surfaces must be resistant to theatrical smoke, simulated gas, and water sprinklers during training.			
M13	CQB System must allow a basic level of maintenance by users (e.g. cleaning of wall panels, lubrication of hinges, etc.)			
M14	The CQB system must be free of sharp or protruding edges and surfaces that could puncture a user's skin or cause			

CONTINUATION

	physical injury to a user during CQB training or during normal assembly, disassembly, handling, and maintenance.			
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CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND FINANCIAL EVALUATION

TABLE 2: RATED CRITERIA (STAGE II)

Bidders who have met all of the Mandatory Criteria will have their evaluated on the basis of the Rated Criteria.

Rated Criterion	Description	Reference to Bidder's Technical Proposal
R1	<p>Corporate Profile</p> <p>The Bidder should provide a corporate profile, detailing their experience in providing the CQB Solutions to client organizations, relative to the PPS requirement described in the Statement of Requirements. The Corporate Profile should also include the following information:</p> <ul style="list-style-type: none">• Number of years in business;• A list of clients to whom the Bidder has previously sold a CQB Solution;• The names and contact information of two (2) clients that can provide a reference to PPS evaluators on service delivery and quality of product.	