

**Request for Proposal**

**For**

**Ruggetized Tablets and Smartphones for the Parliamentary Protective Services (PPS)**

**Request for Proposal No:** PPS-RFP-2021-094

**Date of Issue:** 2021-12-16

**Submission Deadline:** 2021-01-04

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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 **Ruggetized Tablets and Smartphones** 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 two (2) one (1) year period.**

#### 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      | <b>2021-12-16</b>              |
| Deadline for Questions | <b>2021-12-23 at 12:00 EDT</b> |
| Submission Deadline    | <b>2021-01-04 at 14:00 EDT</b> |

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:  
Anne McMartin  
E-mail: [proposals-soumissions@pps-spp.parl.gc.ca](mailto:proposals-soumissions@pps-spp.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, in a separate pdf or word document.
  - 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 12:00:00 (noon) on December 23, 2021 to the following PPS contact:  
Anne McMartin  
Procurement  
Ottawa ON K1A 0B8  
Email: [proposals-soumissions@pps-spp.parl.gc.ca](mailto:proposals-soumissions@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 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.

2.1.2 While price is a factor in the selection of the successful Bidder(s), other criteria are weighted and will be evaluated accordingly.

#### 2.2 Stages of Evaluations

The Parliamentary Protective Service will conduct the evaluation of all proposals received in the manner and time provided in accordance with the following four (4) stages:

##### **Stage I – Solution Criteria, Submission and Rectification**

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. Bidders whose proposals are incomplete as of the Submission Deadline will be provided an opportunity to rectify any deficiencies related to completeness within the Rectification Period. Proposals failing to be deemed complete within the Rectification Period will be excluded from further consideration. The Rectification Period will begin to run from the date and time that the Parliamentary Protective Service notifies a Bidder in writing.

##### 2.2.1 Proposal Submission Form

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

##### 2.2.2 Pricing Structure Form

Proposals must include a Pricing Structure Form (Appendix C).

(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.

##### **Stage II – Evaluation of the Mandatory and Rated Criteria**

Stage II will consist of an evaluation by the Parliamentary Protective Service of each complete proposal based on the mandatory and rated criteria.

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### PART 2 – EVALUATION OF PROPOSALS

#### Stage III – Evaluation of Pricing

##### Evaluation of Price

Stage III will consist of a scoring of the pricing submitted. The evaluation of pricing will be undertaken after the evaluation of the rated criteria has been completed.

##### Cumulative Score and Selection of Highest Scoring Bidders

At the conclusion of Stage III, Bidders' scores from Stage II and Stage III will be added together and the two highest-ranked Bidders will be selected for Stage IV.

#### Stage IV – Test Units

As part of the Technical Evaluation, up to the five (5) highest-ranked Bidders will be invited to deliver a test unit of their proposed device(s), vehicle mount and other accessories for testing purposes to physically evaluate any proposed unit for a physical fit within 72 hours of notification.

The Service will test all functions of the proposed product to determine whether it meets the specifications identified within the RFP. Bidders will be ranked on a point system and their scores will be added to the technical and financial scores in order to establish a ranked order. Based on this ranking, the PPS will begin negotiations with the top-ranked bidder.

If any of the highest-ranked Bidders fail the testing, the Parliamentary Protective Service may choose to invite the next highest ranked Bidder(s) to participate in a device testing.

PPS reserves the right to invite additional Bidders whose evaluated score is within 10% of the lowest highest-ranked Bidder as determined by the evaluation of stage II.

### 2.3 Basis of Selection for Negotiation

The Bidder with the highest total evaluated score and whose device(s) has been deemed to have met the testing phase will be invited to enter into negotiation with the Service.

PPS reserves the right to award separate contracts for Rugged Tablets and Rugged Smartphones.

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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 via email.

#### 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 1.4.2.

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

#### 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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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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 three (3) 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. **PRICE CERTIFICATION**

Negotiated prices will be firm for the period of the Framework Agreement. Any subsequent price increase must be submitted and justified in writing with a thirty (30) calendar days' notice and must be approved by the Parliamentary Protective Service' Contracting Authority.

#### 8. **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.

#### 9. **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.

#### 10. **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.

#### 11. **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.

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 12. QUEBEC SALES TAX (QST)

- 12.1 The Parliamentary Protective Service will pay the QST, if applicable.
- 12.2 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.

#### 13. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

- 13.1 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.
- 13.2 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.

#### 14. ORDER FORM

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

- 14.1 The Parliamentary Protective Service shall request services, using a Parliamentary Protective Service Purchase Order (PO).
- 14.2 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.
- 14.3 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.

#### 15. 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.



## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 16. METHOD OF PAYMENT

- 16.1 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 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.
- 16.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.
- 16.3 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](mailto:finance-finances@pps-spp.parl.gc.ca) and/or to the PPS Project Authority named in Section 34.

#### 17. CANCELLATION OF FRAMEWORK AGREEMENT

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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.

#### 18. 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.

## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 19. **CONFIDENTIALITY**

- 19.1 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.
- 19.2 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.

#### 20. **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.

#### 21. **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.

#### 22. **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.

#### 23. **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.

#### 24. **CONFLICT OF INTEREST**

- 24.1 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.

## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

24.2 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.

#### 25. **PUBLIC CEREMONY AND/OR ADVERTISING**

25.1 The Supplier must not allow or permit any public ceremony in connection with the Framework Agreement.

25.2 The Supplier must not erect or permit the erection of any sign or advertising without the Parliamentary Protective Services' prior written consent.

25.3 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.

#### 26. **SECURITY REQUIREMENTS**

26.1 PPS will perform a security clearance verification, at the level of Site Access, for Supplier resources working with PPS information or on PPS premises.

26.2 The Supplier must not distribute or remove any PPS information or assets from the work site(s) except where approved in writing by the PPS Project Authority. All information provided to and developed by the Supplier will remain the property of PPS. The Supplier and its resources will not reproduce, use, divulge, release or disclose any PPS information they become aware of during the performance of work under this agreement.

#### 27. **PRIVILEGES OF PPS AND DAMAGES TO PREMISES**

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.

#### 28. **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.

## CONTINUATION

### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 29. 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 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.

#### 30. 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.

#### 31. ENVIRONMENTAL PRACTICES

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

#### 32. 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.

#### 33. 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 agreement award. | <b>Jonathan Kealey</b><br>Manager, Procurement<br>165 Sparks Street, Room 611<br>Ottawa, ON K1A 0A6<br>Tel: 613- 943-4063<br>Email: <a href="mailto:jonathan.kealey@pps-spp.parl.gc.ca">jonathan.kealey@pps-spp.parl.gc.ca</a> |

## CONTINUATION

### Enquiries (Primary Contact)

**Anne McMartin**

Senior Procurement Officer  
165 Sparks Street, Room 611  
Ottawa, ON K1A 0A6  
Tel: 613-943-4095  
Email: [proposals-soumissions@pps-spp.parl.gc.ca](mailto:proposals-soumissions@pps-spp.parl.gc.ca)

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

### 34. 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. |  |

### 35. 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](mailto:ppsc-aspp@parl.gc.ca)

### 36. SUBSTITUTION OF PERSONNEL

36.1 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.

36.2 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.

36.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:

36.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and

## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

36.3.2 the name, qualifications and experience of the proposed replacement person.

#### 37. **FRAMEWORK AGREEMENT REFRESH**

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

## CONTINUATION

### 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. |  |
| <b>Bidder Profile:</b>   |  |
| 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):  |  |
| <b>RFP Point of Contact:</b>   |  |
| 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:

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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:

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

(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

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### 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.

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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**

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**APPENDIX C – PRICING STRUCTURE FORM**  
*(Under separate cover)*

## CONTINUATION

### APPENDIX D – STATEMENT OF REQUIREMENTS

1. **TITLE**

Ruggedized tablets and smartphones.

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.

3. **OBJECTIVES**

The Service is seeking to enhance its protective service capabilities and officer safety by ensuring prompt and efficient dispatching, handling and communication of any security-related calls for service. In order to achieve this business objective the Service plans to purchase or lease and install ruggedized tablets in its cruisers and to equip Officers on patrol with ruggedized smartphones with an appropriate software package.

4. **DEFINITIONS**

| TERM/ACRONYM                | DEFINITION   |
|-----------------------------|--|
| The Service<br>or<br>PPS    | Parliamentary Protective Service   |
| Contracting<br>Authority    | The Contracting Authority shall be the sole authority on behalf of the Service for the administration and management of the FA. Any changes to the FA must be authorized in writing by the Contracting Authority. Suppliers shall not perform work in excess of or outside the scope of the FA based on written requests from any personnel from the Service other than the Contracting Authority. The Contracting Authority for this requirement is named in clause 34 of the Terms and Conditions. |
| Framework<br>Agreement (FA) | An overarching agreement between the Service and a Supplier to provide services on an as-and-when-requested basis. A FA does not constitute a Contract. Individual service requirements will be initiated via a Purchase Order (PO). Upon acceptance of the PO by the Supplier, the PO forms a binding contractual commitment.   |
| Parliamentary<br>Precinct   | For the purposes of this agreement, the Parliamentary precinct refers to buildings situated North and South of Wellington Street in the city of Ottawa that are occupied by the Service.   |
| Project Authority<br>(PA)   | A person, occupying a specific position within the Service or fulfilling a specific organizational function, who is responsible for  |

## CONTINUATION

|             |  |
|-------------|--|
|             | administration and management of any PO's and monitoring the Suppliers' execution of the work under the FA, as well as acting as a single point of contact on behalf of the Service.                             |
| SOR         | Statement of Requirements  |
| Supplier(s) | The qualified supplier(s) selected pursuant to the competitive selection process, who under a valid FA are eligible to be considered for any resulting PO based on the Work Allocation Procedure defined herein. |

### 5. **SCOPE OF REQUIREMENT**

The Service is seeking a provider with the knowledge, resources, experience, reputation, and capacity to provide these products and services. The provider must be firmly established in this type of market and procurement process. The hardware is required to be highly performant and highly reliable with a long lifecycle and an optimal total cost of ownership.

5.1 The Service's requirement is for the provision of 30 Windows-based tablets and 50 Android smartphones\*. In addition, the Service will require the following services and accessories:

- Vehicle mounts for tablets, with both security features and quick release features;
- Installation of vehicle mounts; and
- Spare batteries, charging stations, straps, keyboard, stylus and other accessories.

\*Stated quantities are not a guarantee or commitment of volume. Exact quantities will be determined at the time of purchase.

#### 5.2 **Device Requirements**

##### 5.2.1 Minimum Rugged Tablet Specifications

The Bidder's proposed Rugged Tablet must meet all of the minimum specification requirements identified in Table 1.1, Rugged Tablet Specifications, in Appendix E – Evaluation Criteria and Compliance Matrix.

##### 5.2.2 Minimum Rugged Smartphone Specifications

The Bidder's proposed Rugged Smartphone must meet all of the minimum specification requirements identified in Table 1.2, Rugged Smartphone Specifications, in Appendix E – Evaluation Criteria and Compliance Matrix.

## CONTINUATION

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### 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 outside the response will not be considered. 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 four (4) stages identified in Part 2 of the RFP, Section 2.2, Stages of Evaluation.

#### 2. COMPLIANCE MATRIX

Bidders are asked to complete the Compliance Matrices and Response Template below (Appendices E and F, respectively) and submit with their response. The Compliance Matrices (below, Mandatory and Rated) 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 The Bidder's Financial response is worth thirty (30%) of the overall point total.
- 3.2 Bidders must complete the Pricing Structure Form in Appendix C, Pricing Structure. Pricing will be scored based on a relative pricing formula using the methodology set out below in 3.3.
- 3.3 The financial evaluation will be conducted by calculating the Total Bid Price using the Pricing Table in Appendix C completed by the bidders.

## CONTINUATION

### E – EVALUATION CRITERIA AND COMPLIANCE MATRICES

**TABLE 1.1 – MANDATORY CRITERIA (STAGE I)**

Bidders' proposed rugged tablet must meet the following Mandatory Criteria. Bidders must demonstrate how their proposed device meets the following specifications.

| Rugged Tablet Specifications |   |                    |          |
|------------------------------|---|--------------------|----------|
| ID                           | Description of Criterion  | Bidder's Reference | Proposal |
| <b>MT1</b>                   | The rugged tablet must be licensed for Windows 10 PRO and upgradable to Windows 11  |                    |          |
| <b>MT2</b>                   | The rugged tablet must have minimum 16GB of memory (RAM) - factory installed  |                    |          |
| <b>MT3</b>                   | Hard Disk must be resistant to shocks with a minimum of 256 GB  |                    |          |
| <b>MT4</b>                   | The rugged tablet must have integrated WLAN (Wi-Fi, connect to a dedicated PPS (HOC) network) and WWAN (4G LTE)   |                    |          |
| <b>MT5</b>                   | The rugged tablet must be equipped with a minimum Intel® Core™ i5 processor (8th Gen CPU)   |                    |          |
| <b>MT6</b>                   | The rugged tablet must be supported by Intel graphic cards  |                    |          |
| <b>MT7</b>                   | The rugged tablet must have a Gorilla Glass 3 at the minimum for display  |                    |          |
| <b>MT8</b>                   | The rugged tablet must meet the MIL-STD-810G standards (drop and shocks, blowing rain, major vibrations, extreme high and low temperatures, extreme humidity, blowing sand and dust, solar radiation) |                    |          |
| <b>MT9</b>                   | The rugged tablet must have Ingress Protection (IP) IP65 ratings, sealed all weather (level of water and dust resistance)   |                    |          |
| <b>MT10</b>                  | The rugged tablet must have an anti-theft solution on devices when docked in vehicle  |                    |          |
| <b>MT11</b>                  | The rugged tablet must have a built in TPM: 2.0   |                    |          |

## CONTINUATION

### E – EVALUATION CRITERIA AND COMPLIANCE MATRICES

**TABLE 1.2 – MANDATORY CRITERIA (STAGE I)**

Bidders' proposed rugged smartphone must meet the following Mandatory Criteria. Bidders must demonstrate how their proposed device meets the following specifications.

| Rugged Smartphone Specifications |  |                             |
|----------------------------------|--|-----------------------------|
| ID                               | Description of Criterion   | Bidder's Proposal Reference |
| <b>MS1</b>                       | The rugged smartphone must have 4 G connectivity   |                             |
| <b>MS2</b>                       | The Android Operating System must be an 8.0 version or greater   |                             |
| <b>MS3</b>                       | The rugged smartphone must have integrated support for GPS capable   |                             |
| <b>MS4</b>                       | The rugged smartphone must have an access to data via cellular network   |                             |
| <b>MS5</b>                       | The rugged smartphone must have a Memory (RAM) – factory installed – 8GB   |                             |
| <b>MS6</b>                       | The rugged smartphone must have a stockage capacity of 32 GB at the minimum.   |                             |
| <b>MS7</b>                       | The rugged smartphone must have the following minimum specifications:<br>- Front Camera: 5M Pixel<br>- Rear Camera: 8M Pixel   |                             |
| <b>MS8</b>                       | The rugged smartphone must meet the MIL-STD-810G standards <ul style="list-style-type: none"> <li>- drops and shocks</li> <li>- blowing rain</li> <li>- major vibrations</li> <li>- extreme high and low temperatures (Minimum from -28° C to +50° C)</li> <li>- extreme humidity</li> <li>- blowing sand and dust</li> <li>- solar radiation</li> </ul> |                             |
| <b>MS9</b>                       | The rugged smartphone must have Ingress Protection (IP) IP65 ratings, sealed all weather (level of water and dust resistance)  |                             |



## CONTINUATION

### E – EVALUATION CRITERIA AND COMPLIANCE MATRICES

**TABLE 2.1 – RATED CRITERIA (STAGE II)**

Bidders should indicate how their proposed Rugged Tablet meets or exceeds the rated specifications, or offer alternatives on how the rated specification is met or exceeded.

| Rugged Tablet |   |                    |          |
|---------------|---|--------------------|----------|
| #             | Description of Criterion  | Bidder's Reference | Proposal |
| RT1           | Describe the extent in which the system exceeds a minimum Intel® Core™ i5 processor (8th Gen CPU)   |                    |          |
| RT2           | The rugged tablet should have integrated support for GPS (optional dedicated u-blox NEO-M8 GPS card)  |                    |          |
| RT3           | The rugged tablet should have a Hot Swappable battery   |                    |          |
| RT4           | The rugged tablet should have the following minimum specifications:<br>Front camera: 5M pixel<br>Rear camera: 8M pixel  |                    |          |
| RT5           | The rugged tablet should have a minimum 11 inches and a maximum 15 inches display   |                    |          |
| RT6           | Describe how the proposed rugged tablet is in current production, not end of line, and available to the public and government agencies at the time the proposal is submitted. Provide relevant dates, e.g. end of manufacturing, end of life, etc.  |                    |          |
| RT7           | The Bidder should provide test study data showing performance and reliability of their proposed rugged tablet.  |                    |          |
| RT8           | The Bidder should provide data of proposed product ranking within rugged tablet industry  |                    |          |
| RT9           | The rugged tablet should have sunlight readable LED display with anti- reflection & anti-glare technology (Automatic Backlight Adjustment * Automatic Dimming)  |                    |          |
| RT10          | The rugged tablet Display should have multi-touch technology mode including a stylus. Describe capabilities, such as: <ul style="list-style-type: none"> <li>• Versatile integration, by finger, gloved (leather, latex, composite), pen, stylus</li> <li>• Accurate and fast multi-touch detection</li> <li>• Fast response times</li> <li>• Anti-Fingerprint coating</li> </ul> |                    |          |

## CONTINUATION

|      |  |  |
|------|--|--|
| RT11 | The Bidder should describe Interface capabilities for mobile printing  |  |
| RT12 | The Bidder should describe capability for authentication with HID employee card  |  |
| RT13 | The Bidder should describe the extent to which their proposed rugged tablet exceeds the display minimum Gorilla Glass 3 (or equivalent)  |  |
| RT14 | The rugged tablet should have a minimum brightness between 300-500 nits for maximum readability in direct sunlight. Provide case study or client reference.  |  |
| RT15 | The rugged tablet should have Dual authentication (e.g. Insertable Smartcard -or-Contactless SmartCard, Fingerprint Reader)  |  |
| RT16 | The rugged tablet should have anti-theft solution on devices when docked in vehicle  |  |
| RT17 | The rugged tablet should have Absolute Software (Computrace) Theft Recovery, Secure Asset  |  |
| RT18 | <p>The Bidder should describe it's proposed vehicle mounting system:</p> <ul style="list-style-type: none"> <li>• The ideal mounting solution will allow for safe deployment of airbags as well as ease of access.</li> <li>• The type of mount will depend on the make and model of the vehicle and should be available in both console or pedestal systems for the following vehicle make and model: <ul style="list-style-type: none"> <li>○ 2015-2022 Ford Explorer</li> <li>○ 2017 Ford Taurus</li> <li>○ 2019 Chevrolet Tahoe</li> </ul> </li> <li>• The vehicle mounting system should also be available for future fleet vehicle (make and model may differ from present list)</li> <li>• The vehicle mounting system should provide swivel mounting for when information must be viewed by those on both the driver and passenger sides of the car.</li> <li>• The vehicle mounting system should provide the ability to unmount the mobile devices, allowing officers to take the rugged tablet with them to monitor service calls out in the field, or respond to a scene (If there is a critical incident where a command post is needed, the officers can now take their device to the post and work from it).</li> <li>• The vehicle mounting system should have an integrated charging dock.</li> </ul> <p>The Bidder should describe whether it provides and is sole provider of mounting system or whether it may be provisioned by another manufacturer.</p> |  |

## CONTINUATION

|      |  |  |
|------|--|--|
| RT19 | <p>The Bidder's proposed accessories package should include the following accessories:</p> <ul style="list-style-type: none"> <li>• <i>Shoulder strap, Hand strap:</i> Ergonomic features when working away from the car for an extended time, while using device. The need for items such as a shoulder strap with some elasticity and some support for the palm of the hand maybe required.</li> </ul> |  |
| RT20 | <p>The Bidder's proposed accessories package should include the following accessories:</p> <ul style="list-style-type: none"> <li>• <i>Carry strap:</i> For safety and convenience, when carrying the device to and from the vehicle, built-in or detachable handles are useful.</li> </ul>  |  |
| RT21 | <p>The Bidder's proposed accessories package should include the following accessories:</p> <ul style="list-style-type: none"> <li>• <i>Keyboard:</i> Red backlit keys to prevent loss of night vision/</li> </ul>  |  |
| RT22 | <p>The Bidder's proposed accessories package should include the following accessories:</p> <ul style="list-style-type: none"> <li>• <i>Mobile printers:</i> for providing copies of tickets after issuing e-citations, trespass notice or code violations.</li> </ul>  |  |
| RT23 | <p>The Bidder's proposed accessories package should include the following accessories:</p> <ul style="list-style-type: none"> <li>• Barcode scanners;</li> <li>• car charger;</li> <li>• battery charging station;</li> <li>• stylus pen;</li> <li>• vehicle dock; and</li> <li>• extra battery.</li> </ul>  |  |

**TABLE 2.2 – RATED CRITERIA (STAGE II)**

Bidders should indicate how their proposed Rugged Smartphone meets or exceeds the rated specifications, or offer alternatives on how the rated specification is met or exceeded.

| Rugged Smartphone |   |                             |
|-------------------|---|-----------------------------|
| ID                | Description of Criterion  | Bidder's Proposal Reference |
| RS1               | The rugged smartphone should be GPS Capable. Example: GPS, Glonass, BeiDou                          |                             |
| RS2               | The rugged smartphone should have a Mobile Device Management software for deploying the application |                             |
| RS3               | The rugged smartphone should have Storage capacity of 32 GB   |                             |

## CONTINUATION

|             |   |  |
|-------------|---|--|
| <b>RS4</b>  | The rugged smartphone should have a Hot Swappable battery with 12 hours battery life  |  |
| <b>RS5</b>  | The rugged smartphone should have network connection allowing device to operate and connect on a dedicated PPS (HOC) network (enabling mission-critical communications).  |  |
| <b>RS6</b>  | The Bidder should describe how proposed rugged smartphone is in current production, not end of line, and available to the public and government agencies at the time the proposal is submitted. Provide relevant dates, e.g. end of manufacturing, end of life, etc.  |  |
| <b>RS7</b>  | The Bidder should provide test study data showing performance and reliability of their proposed rugged smartphone.  |  |
| <b>RS8</b>  | The Bidder should provide data of ranking within rugged smartphone industry.  |  |
| <b>RS9</b>  | The Bidder should describe the extent to which it's proposed rugged smartphone exceeds the display: minimum Gorilla Glass 3 or equivalent   |  |
| <b>RS10</b> | The Bidder should indicate whether they provide the following accessories: <ul style="list-style-type: none"> <li>• Arm Band;</li> <li>• Holder (fabric or mole or canvas) with straps or clips;</li> <li>• Metal Clip;</li> <li>• Belt Holster;</li> <li>• Headset;</li> <li>• Car Charger; and</li> <li>• Battery changing station, extra battery.</li> </ul> |  |

**TABLE 2.3 – RATED CRITERIA (STAGE II)**

Bidders should respond to the following Service Delivery Rated Criteria, applicable to both their Rugged Tablet and Rugged Smartphone.

| Service Delivery Criteria |   |                             |
|---------------------------|---|-----------------------------|
| #                         | Description of Criterion  | Bidder's Proposal Reference |
| <b>RSD1</b>               | The Bidder should describe their support services, including the following: <ol style="list-style-type: none"> <li>a) Time of day of coverage (Eastern time zone), days of week;</li> <li>b) English, French support;</li> <li>c) Contact method – phone, portal, etc.;</li> <li>d) Response rate; and</li> </ol> |                             |

## CONTINUATION

|              |   |  |
|--------------|---|--|
|              | e) Contacts and escalation procedure.   |  |
| <b>RSD2</b>  | The Bidder should describe their process for warranty claims.   |  |
| <b>RSD3</b>  | The Bidder should describe their repair/replace process.  |  |
| <b>RSD4</b>  | The Bidder should describe its policy and process for firmware and OS upgrades.   |  |
| <b>RSD5</b>  | The Bidder should describe its policy and process for device updates, for leased/managed services.  |  |
| <b>RSD6</b>  | The Bidder should describe its policy and approach for ensuring devices are secured from cyber vulnerabilities.   |  |
| <b>RSD7</b>  | The Bidder should describe its policy regarding quality issues and complaints.  |  |
| <b>RSD8</b>  | For a leasing agreement, the Bidder should describe its policy for keeping devices current, e.g. guarantee to lifecycle hardware once every three years.  |  |
| <b>RSD9</b>  | For an agreement of purchase outright, the Bidder should describe options of delivering all devices in one batch versus delivering in 2-3 shipments over a one-year period, along with pros and cons of both options. |  |
| <b>RSD10</b> | Does the Bidder offer a program for accepting and recycling used devices and batteries.   |  |
| <b>RSD11</b> | Due to the Covid-19 situation, does the Bidder foresee any delivery delays. If so, what is your contingency plan.   |  |
| <b>RSD12</b> | The Bidder should describe its process for wiping devices to ensure there is no PPS data remaining on devices.  |  |

**TABLE 2.4 – RATED CRITERIA (STAGE II)**

Bidders should respond to the following Firm Experience Rated Criteria.

| Firm Experience Criteria |   |                             |
|--------------------------|---|-----------------------------|
| ID                       | Description of Criterion  | Bidder's Proposal Reference |
| <b>RFE1</b>              | <p><b>Corporate Profile</b></p> <p>The Bidder should provide information on the following:</p> <ul style="list-style-type: none"> <li>a) How widely used is the proposed solution? <ul style="list-style-type: none"> <li>i. Provide a list of the organizations currently (now/within last 5 years) using the proposed devices in Canada or a similar climate.</li> <li>ii. Describe the types of organizations that are using the proposed device.</li> </ul> </li> </ul> |                             |

**CONTINUATION**

|                    |   |  |
|--------------------|---|--|
|                    | <ul style="list-style-type: none"> <li>iii. How many devices were deployed in each of the organizations identified?</li> <li>b) Describe your market position and benefits of choosing your equipment/services.</li> <li>c) Describe actual experience provisioning to industries similar to PPS, for example: protective service, law enforcement, firefighters, emergency medical services.</li> <li>d) How long has the Bidder been in business?</li> <li>e) Do you have distribution and support operations in Canada?</li> <li>f) Describe situations where your delivery of devices was later than originally planned within the last 2 years.                         <ul style="list-style-type: none"> <li>i. Describe the situation, delay in days, relevant dates, number/type of devices.</li> <li>ii. Describe measures implemented to ensure situation will not re-occur</li> </ul> </li> </ul>   |  |
| <p><b>RFE2</b></p> | <p><b>Project Summaries</b></p> <p>The Bidder should provide two (2) written Project Summaries describing in detail deployments of their proposed solution, on behalf of client organizations during the past three (3) years. Project Summaries will be evaluated on the basis of the extent to which they are similar and relevant to the PPS' requirement and operational environment, as described in the Statement of Requirements.</p> <p>Within each Project Summary provided, the Bidder should indicate (a-e):</p> <ul style="list-style-type: none"> <li>a) Name of the client organization to whom the devices were sold/deployed;</li> <li>b) Type/Number of devices deployed and the licensing model;</li> <li>c) The environment in which the devices were deployed. What is it about the environment that necessitated rugged devices?</li> <li>d) Dates/duration of the project;</li> <li>e) Results – was delivery on time, on budget, and did it meet expectations of the client (rating satisfaction or testimonial quote);</li> <li>f) Name, address, telephone number of the client contract authority.</li> </ul> |  |

## CONTINUATION

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|--|---|--|
|  | <p>Bidder should provide the contract summaries by completing a copy of the form included under Appendix F – Project Summary Template.</p> <p>The PPS reserves the right to contact the named client contract authorities for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Proposal. Should the PPS choose to contact the project authorities and should one (1) or more named client project authorities provide a negative reference regarding the accuracy or veracity of the Bidder's proposal, the proposal may be deemed non-compliant and given no further consideration.</p> <p>Failure to provide all of the above information with respect to each cited contract summary may render the Bidder's proposal non-compliant.</p> |  |
|--|---|--|

## CONTINUATION

### APPENDIX F – PROJECT SUMMARY TEMPLATE

In accordance with Rated Criterion RFE2 (Appendix E, Evaluation Criteria and Compliance Matrix) Bidders are asked to provide two (2) written Project Summaries for each stream they are submitting a proposal against by completing the following form.

|  |                               |
|--|-------------------------------|
| <b>1. Project Title:</b>   |                               |
| <b>2. Name of Client Organization:</b>   |                               |
| <b>3. Type/Number of devices and the licensing model:</b>  |                               |
| <b>4. The environment in which the device we're deployed. What is it about the environment that necessitated rugged devices?</b>           |                               |
| <b>5. Start date (YYYY-MM-DD):</b>   | <b>End Date (YYYY-MM-DD):</b> |
| <b>6. Results - was delivery on time, on budget, and did it meet expectations of the client (rating satisfaction or testimonial quote)</b> |                               |
| <b>7. Client Project Authority:</b>  |                               |
| <b>Name:</b>   |                               |
| <b>Address:</b>  |                               |
| <b>Telephone Number:</b>   |                               |
| <b>Email address:</b>  |                               |