

Request for Proposal
for
the provision of Operational and Administrative Uniforms
to the Parliamentary Protective Service

Request for Proposal No.: PPS-RFP-2022-100
Date of Issue: 2022-06-23
Submission Deadline: 2022-07-22

CONTINUATION

TABLE OF CONTENTS

PART 1 – INTRODUCTION

1.1 INVITATION TO BIDDERS	3
1.2 TYPE OF AGREEMENT FOR DELIVERABLES	3
1.3 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF AGREEMENT	3
1.4 SUBMISSION INSTRUCTIONS	3
1.5 COMMUNICATIONS DURING SOLICITATION PERIOD	4
1.6 AMENDMENT AND WITHDRAWAL OF RESPONSES	4

PART 2 – EVALUATION OF PROPOSAL

2.1 EVALUATION OF RESPONSES	5
2.2 STAGES OF EVALUATION	5
2.3 CUMULATIVE SCORE AND SELECTION OF HIGHEST SCORING BIDDER	6

PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

3.1 BIDDERS TO FOLLOW INSTRUCTIONS	7
3.2 COMMUNICATION OF RFP DOCUMENTS AND ADDENDA	7
3.3 INFORMATION IN RFP AN ESTIMATE ONLY	7
3.4 BIDDERS SHALL BEAR THEIR OWN COSTS	7
3.5 COMMUNICATION AFTER ISSUANCE OF RFP	7
3.6 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING	8
3.7 CONFLICT OF INTEREST AND PROHIBITED CONDUCT	9
3.8 CONFIDENTIAL INFORMATION	10
3.9 PROCUREMENT PROCESS NON-BINDING	11
3.10 GOVERNING LAW AND INTERPRETATION	11

Appendix A – Framework Agreement Terms & Conditions

Appendix B – Proposal Submission Form

Appendix C – Pricing Structure Form

Appendix D – Statement of Requirements

Appendix E – Evaluation Criteria and Financial Evaluation

Appendix F – Project Summary Template

CONTINUATION

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 the **Operational and Administrative Uniforms**, 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.

Bidders may submit a proposal for one (1) or both of the following two (2) Work Streams:

Work Stream 1: Operational Uniform; and

Work Stream 2: Administrative Uniform.

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 periods.**

1.3 NO GUARANTEE OF VOLUME OF WORK OR EXCLUSIVITY OF AGREEMENT

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

1.4 SUBMISSION INSTRUCTIONS

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

Issue Date of RFP	2022-06-23
Deadline for Questions	2022-07-07 at 14:00 Eastern Time
Submission Deadline	2022-07-22 at 14:00 Eastern Time

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:

Michael Shellard, Senior Contracting Officer
E-mail: proposals-soumissions@pps-spp.parl.gc.ca

1.4.3 Responses must be submitted electronically to the email address listed above. No hard copies will be accepted.

CONTINUATION

PART 1 – INTRODUCTION

- 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.
- 1.4.6 When submitting their proposals electronically, Bidders must submit their Financial Proposal (Appendix C – Pricing Structure) separately from the remainder of their proposal.
- 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, and submitted in a separate 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 14:00:00 Eastern Time on July 7, 2022, to the following PPS contact:
- Michael Shellard, Senior Contracting Officer
Procurement
155 Queen Street, 4th Floor
Ottawa ON K1A 0B8
Email: 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.
- 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.

CONTINUATION

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 EVALUATION

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

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

Submission and Rectification Period

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

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

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

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

Mandatory Submission Requirements

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

Pricing Form - Bidders must complete the Pricing Structure Form (Appendix C) and include with its response in a separate PDF or Word document.

Mandatory Criteria

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

2.2.2 **Stage II – Evaluation of the Rated Criteria (Technical Proposal)**

To assist Bidders in responding to this RFP, the Bidder's Technical Proposal's weight of the overall evaluation is found in Appendix E.

Scoring by the PPS of each complete Proposal will be on the basis of Appendix E (Table 2 – Rated Criteria (Stage II) Evaluation Criteria).

CONTINUATION

PART 2 – EVALUATION OF PROPOSALS

2.2.3 Stage III – Evaluation of Pricing (Financial Proposal)

To assist Bidders in responding to this RFP, the Bidder's Financial Proposal's weight of the overall evaluation is found in Appendix E. Bidders should refer to Appendix C (Pricing Structure Form) for a breakdown of the pricing structure requirements and shall complete Appendix C as part of their submission.

The evaluation of pricing will be undertaken after the evaluation of the Mandatory and Rated Criteria has been completed.

Only those Bidders whose proposals have met the mandatory criteria will have their Financial Proposal evaluated.

2.3 CUMULATIVE SCORE AND SELECTION OF HIGHEST SCORING BIDDER

At the conclusion of Stage III, Bidders' scores from Stage II and Stage III will be added together and the highest-ranked Bidder may be invited to enter into negotiations as outlined in this document.

2.3.1 Tie Score

In the event of a tie score, the selected Bidder will be the Bidder with the highest score on the rated criteria excluding price.

CONTINUATION

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.

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.

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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.

3.6.2 Timeframe for Negotiations

The Parliamentary Protective Service intends to conclude negotiations with the highest-ranked Bidder within **five (5) business days** commencing from the date the Parliamentary Protective Service invites the highest-ranked Bidder to enter negotiations. A Bidder invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

3.6.3 Process Rules for Negotiation

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

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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 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).

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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 bidder 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 bidder 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).

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

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

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.

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);

CONTINUATION

PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

- 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.

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

1. GOVERNING LAWS AND JURISDICTION.....	14
2. PRIORITY OF DOCUMENTS.....	14
3. TIME IS OF THE ESSENCE.....	14
4. REQUIREMENT	14
5. STATUS OF CAPACITY	14
6. PERIOD OF FRAMEWORK AGREEMENT	14
7. PRICE CERTIFICATION	15
8. LIMITATION OF EXPENDITURE	15
9. TRAVEL EXPENSE PROVISION.....	15
10. GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST).....	15
11. PROVINCIAL SALES TAX (PST) IN PROVINCES OTHER THAN QUEBEC	15
12. QUEBEC SALES TAX (QST).....	15
13. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES	15
14. ORDER FORM	16
15. PRICING	16
16. METHODS OF PAYMENT	16
17. CANCELLATION OF FRAMEWORK AGREEMENT	16
18. AMENDMENTS TO FRAMEWORK AGREEMENT.....	17
19. CONFIDENTIALITY	17
20. INDEPENDENT SUPPLIER.....	17
21. ASSIGNMENT OF FRAMEWORK AGREEMENT.....	17
22. NO IMPLIED OBLIGATIONS	17
23. PERFORMANCE	17
24. CONFLICT OF INTEREST	17
25. PUBLIC CEREMONY AND/OR ADVERTISING.....	18
26. SECURITY REQUIREMENTS.....	18
27. DAMAGES TO PPS PREMISES.....	18
28. INDEMNIFICATION.....	18
29. PROPRIETARY RIGHTS	18
30. LICENCES AND PERMITS	18
31. ENVIRONMENTAL PRACTICES	19
32. REPRESENTATION.....	19
33. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES.....	19
34. SUPPLIER REPRESENTATIVE.....	19
35. NOTICE.....	20
36. SUBSTITUTION OF PERSONNEL	20
37. FRAMEWORK AGREEMENT REFRESH	20

CONTINUATION

APPENDIX 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. Appendix A, Framework Agreement Terms and Conditions;
- 2.2. Appendix D, Statement of Requirements;
- 2.3. Appendix C, Pricing Structure;
- 2.4. Parliamentary Protective Service Purchase Order (PO).

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) years, in accordance with the Terms and Conditions listed herein.
- 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.

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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 proof 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.

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.

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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.

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's 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 and/or to the PPS Project Authority named in Section 33.

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

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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 33.

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

APPENDIX 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 The appropriate levels of personnel security screening will be required from all Supplier resources working with PPS information, PPS systems and assets, and/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. **DAMAGES TO PPS 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.

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

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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.	Michael Shellard Senior Contracting Officer Parliamentary Protective Service Procurement 155 Queen Street, #500 Ottawa ON, K1A 0A6 E-mail: Michael.Shellard@pps-spp.parl.gc.ca
Enquiries (Primary Contact)	
Michael Shellard Senior Contracting Officer Parliamentary Protective Service Procurement 155 Queen Street, #500 Ottawa ON, K1A 0A6 E-mail: Michael.Shellard@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.	

CONTINUATION

APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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@pps-spp.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
 - 36.3.2 the name, qualifications and experience of the proposed replacement person.

37. FRAMEWORK AGREEMENT REFRESH

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

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

2. **ACKNOWLEDGMENT OF NON-BINDING PROCUREMENT PROCESS**

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

3. **ABILITY TO PROVIDE DELIVERABLES**

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The Bidder represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Appendix C - Pricing Structure Form. The Bidder has provided a list of any subcontractors to

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

be used to complete the proposed agreement. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

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
- 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

CONTINUATION

APPENDIX B – PROPOSAL SUBMISSION FORM

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

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.

Stream 1 – Operational Uniform

SOR Item #	Product Description	Unit Cost
4.1.1	Operational Shirt - Model #1	
4.1.2	Operational Shirt - Model #2	
4.1.3	Operational pants	
4.1.4	Training polo	

Stream 2 – Administrative Uniform

SOR Item #	Product Description	Unit Cost
4.2.1	Administrative Shirts	
4.2.2	Administrative Pants	
4.2.3	Administrative Shorts	

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

1. PURPOSE

To enter into Framework Agreement(s) for the provision of Operational and Administrative Uniforms to PPS on an as-and-when required basis.

2. BACKGROUND

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

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

The PPS Quartermaster (QM) Service manages the allocation of uniforms and equipment required by PPS. To achieve its objectives, PPS has a requirement for Uniform shirts and Uniform pants.

3. DEFINITIONS

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

TERM/ACRONYM	DEFINITION
Framework Agreement (FA)	An overarching agreement between PPS and Supplier(s) 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 PO. Upon acceptance of the PO by the Supplier, the PO forms a binding Contractual Commitment.
PPS 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 33 of the Terms and Conditions.
Purchase Order (PO)	Under a valid Framework Agreement, a document prepared by the PPS Project Authority and issued by the PPS Contracting Authority subsequent to a Purchase Order evaluation process, which constitutes a Contract between the Supplier and PPS, and which will contain requirements for the provision of services, which will be consistent with the Statement of Requirements and may consist of any combination of the required products listed in Section 4, Scope of Requirement.
PPS The Service	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

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

	Supplier's execution of the work under the contract, as well as acting as a single point of contact on behalf of the PPS.
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4. **SCOPE OF REQUIREMENT**

The Supplier shall provide the Service with quality uniform shirts and pants to be worn by the Service's employees on a daily basis.

Two (2) categories of uniforms are required for two (2) groups of PPS employees:

- 4.1 Operational employees; and
- 4.2 Administrative employees.

PPS is seeking to improve the quality of its uniforms and is open to suggestions from Bidders, within the following parameters.

4.1 Stream 1 – Operational uniform: These items are intended to be worn by all the operational employees within the service. Operational employees are working in various type of environments, such as inside and outside, standing or sitting for extended periods and inside vehicles. Operational employees also wear a uniform for training exercises. The uniform is worn throughout the year in all environmental conditions (rain, mud, dust, wind, snow, cold, hot, humidity, etc.) including extreme conditions such as extreme cold, extreme heat, humidity, rain and wind. Operational employees wear the uniform in conjunction with other protective clothing such as thermal clothing, bulletproof vests, outer shells, etc. These uniforms must be washed daily, therefore resistance to washing should be considered. The Service is seeking items that meet the following objectives:

- Are comfortable, stretchy and very light material;
- Adaptable and/or available in a variety of sizes and shapes to be able to ensure a proper fit and professional appearance; and
- Are made from a breathable material while being robust.

Materials that are antimicrobial and have other hygienic properties an asset.

Four (4) different items are required:

4.1.1 Operational shirt Model #1: PPS is seeking a lightweight, highly breathable and stretchable shirt, especially in the areas covered by the employee's soft body armour and be available in both long and short sleeve options. The area of the shirt not covered by the body armour and remaining visible must look professional, like a regular shirt. Approximately 600 operational employees are allowed 12 shirts (mixed between model #1 & model #2).

4.1.2 Operational shirt Model #2: PPS is seeking a standard shirt, available in both long and short sleeve. High quality and lightweight fabric are the objectives for this item. Approximately 600 operational employees are allowed 12 shirts (mixed between model #1 & model #2).

4.1.3 Operational pants: PPS is seeking to significantly reduce the weight of its current duty pants as well as introduce advanced stretchability in the material while maintaining a professional appearance. PPS is seeking the best option available that combines comfort, breathability, and professional appearance. These pants will be worn by all operational employees, year-round. While being robust, PPS is also seeking to improving comfort level of these pants for employees. Different cut/style are required by gender to accommodate a diverse range of body shapes. Approximately 600 operational employees are allowed 4 pairs of pants each. Two (2) options are required: Cargo pants with pockets and cargo pants with concealed pockets.

4.1.4 Training polo: The training polo is intended to be worn by operational employees assigned to non-operational training such as in class training, temporary assignment, recruit programs and external training programs. PPS is seeking a training polo with high breathability. Approximately 600 operational employees are allowed 3 training polos.

4.2 Stream 2 – Administrative Uniform: These items are intended to be worn by employees supporting the Operations Sector. This uniform will be worn by employee assigned non-operational tasks such as armoury, transport & inventory management. This uniform will be worn by personnel exposed to elements such as, but not necessarily limited to dust, mud, grease and water. PPS is seeking

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

uniforms that combine a professional look with durability, comfort and breathability. These uniforms must be washed daily, therefore resistance to washing should be considered.

Three (3) different items are required:

- 4.2.1 Administrative Shirt: PPS is seeking a lightweight and highly breathable shirt (polo style) to be worn by administrative employees. Currently, the admin shirt is made of two different fabrics (shoulder, neck, sleeves are made of 1 type and the body of another type). This shirt must look professional. This shirt must be highly breathable as it is worn by employees that are providing different levels of physical effort every day, such as continually lifting, moving and storing goods, carpentry and moving around work areas. Employees are also working both inside and outside. This shirt must be totally different from operational shirts & polo. Approximately 60 administrative employees are allowed 10 shirts.
- 4.2.2 Administrative Pants: PPS is looking to increase the durability and stretchability of administrative pants. The Service is seeking cargo-style pants with side pockets (internal or external) that are durable and with high resistance to abrasions. Approximately 60 administrative employees are allowed 5 pair of pants (mixed between pants & shorts)
- 4.2.3 Administrative shorts: PPS is looking at something similar to the administrative pants in a short version to be worn during summertime. Approximately 20 administrative employees are allowed shorts for a total of 5, mixed between pants & shorts.

4.3 Minimum Specifications

Operational and Administrative Uniforms must meet all the following relevant specifications:

Stream #1 Operational Uniform	Operational Shirt Model #1	Color: Options for dark navy and white
		Maximum Fabric Weight: 120 GSM
		100% polyester woven upper body and sleeves + 100% polyester knit lower body (torso) style (or similar fabric)
		Highly breathable and stretchable
		Two-piece shirt button down with stand
		Buttoned polo placket
		Regular dressed button-down collar
		Left and right shoulder straps for epaulettes (ranking) with functional buttons and buttonholes
		Left and right shoulder patch installed (to be supplied by PPS)
		Men's and women's fit
		Available in short or long sleeve (long sleeve with cuffs)
		Long sleeve available with different arm lengths and adjustable cuffs
		Available size from 12.5 to 22.5 for Men and 11.5 to 17.5 for women (or similar sizing system)
	Operational Shirt Model #2	Color: Options for dark navy and white
		Maximum Fabric Weight: 200 GSM
		(65% Polyester 35% cotton) or similar blend
		Two-piece shirt button down with stand
		Regular dressed button-down collar
		Left and right shoulder straps for epaulettes (ranking) with functional buttons and buttonholes
		Left and right shoulder patch installed (to be supplied by the service)
		Men's and women's fit
Available in short or long sleeve (long sleeve with cuffs)		
Long sleeve available with different arm lengths and adjustable cuffs		
Available size from 12.5 to 22.5 Men's and 11.5 to 17.5 Women's (or similar sizing system)		
Operational Pants	Color: Dark Blue color	
	Maximum Fabric Weight: 200 GSM	
	Made with materials such as Polyester, Lycra, Wool, etc. (can be blended)	

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

		Breathable and stretchable (technology/material such as Flex-Tac, Rip stop, Teflon, VaporCore, etc.)
		Option 1: Hidden side cargo pocket (both sides): Dimension: w: 6", h: 9.5" Must include a discreet zipper
		Option 2: Cargo pocket Dimension: w: 6", h: 9.5'
		Front zipper
		Hook and/or button attachment
		No side stripe
		Must be available in different fit:
		Men (2 styles minimum) 1- Boot cut style: Regular around the waist and thigh but wider at the calf to fit boot inside 2- Athletic style: Regular around the waist with a relaxed fit above the knee. Calf must be large enough to fit boot inside
		Women (2 styles minimum) 3- Mid rise waist with calf large enough to fit boot inside 4- Low rise waist with calf large enough to fit boot inside
		Minimum size range:
		Men: 28 to 50 (or similar sizing system) Women: 0 to 22 (or similar sizing system)
		7 belt loops minimum on the waist band Height: 2.5"
		2 front pockets
		2 back pockets with button: Minimum size Height: 6.5" Width: 6.5"
		Waistband with silicone for shirt grip (or similar system)
	No pre-determined length (to be hemmed by PPS)	
	Allergy alternate model (100% polyester)	
	Training Polo	Color: dark navy
		Maximum Fabric Weight: 180 GSM
		100% Polyester or blend with at least 90% of polyester
	Polo with three buttons	
	Tagless	
	Highly breathable and stretchable	
	Men's and women's fit	
	Must be available in short and long sleeve	
	Price must include printing or stitching of PPS color logo on the chest Approximate size of the logo: H= 3", W= 2.5	
Stream #2 Administrative uniform	Admin shirt	Available colors: Black, light gray, dark gray (please indicate additional colour options if more are available)
		Maximum fabric weight :200 GSM
		Available in sizes from XS to 4XL
		Available in short and long sleeve
		Polo style
		Men's and women's fit
	PPS logo must be stitched on front side (left)	
	Admin Pants	Available Colours: Black
		Maximum fabric weigh: 200 GSM
		Available sizes from 28 to 48
Cargo style pants:		

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

		1 Cargo side pocket on each side
		2 front pockets
		2 back pockets
		Stain and dirt resistant
		Breathable & stretchable
		Men's and women's fit
		No pre-determined length (to be hemmed by PPS)
	Admin Short	Available Colours: Black
		Available sizes from 28 to 54
		Cargo style pants:
		1 Cargo side pocket on each side
		2 front pockets
		2 back pockets
		Stain and dirt resistant
Minimum length: 9"		
Breathable & stretchable		
Men's and women's fit		

5. TIMELINES AND DELIVERY DETAILS

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

6. INSPECTION AND ACCEPTANCE

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

7. CUSTOMER SERVICE AND SUPPORT

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

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

CONTINUATION

APPENDIX D – STATEMENT OF REQUIREMENTS

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.

9. **DISCONTINUED ITEMS**

Should any item become discontinued or be temporarily unavailable at any time during the term of the agreement, the Supplier shall notify the PPS Project Authority immediately. The product must be replaced by an alternative product of comparable or better quality, price, and/or applicable percentage discount, and its acceptance shall be subject to the prior approval of the PPS Project Authority or their designate.

10. **PRODUCT TESTING**

For quality assurance and quality control purposes, the supplier must provide a sample of all items listed in Annex C - Pricing Structure Form for inspection and testing. Products that do not meet minimum performance standards will be rejected.

11. **PACKAGING**

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

12. **REPORTING AND COMMUNICATION**

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

12.2 The Supplier shall meet with the PPS Project Authority as required to discuss issues pertaining to the agreement, including performance. The Supplier and the PPS Project Authority will endeavour to rectify outstanding issues, including performance, in order to provide goods and services, as described in this statement of requirements. Failure to resolve outstanding issues may result in termination of the agreement.

12.3 In addition, the Supplier shall immediately notify the PPS Project Authority of any issues, problems, or areas of concern in relation to any PO issued as they arise and provide mitigation strategies to rectify issues in a timely manner.

13. **SUPPLIER ACCOUNT REPRESENTATIVES**

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

14. **INNOVATION**

During the term of the resulting agreement and any option years, if there are innovations to market technology covering the products and scope of this agreement, the Supplier shall advise PPS of these innovations and the potential impact on the products being provided. If applicable and deemed to provide value to PPS, PPS reserves the right amend the existing agreement to include any such innovations. Any amendment to the agreement, including pricing for additional products and/or services, will be negotiated.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

1. EVALUATION CRITERIA COMPLIANCE

- 1.1 Each response will be evaluated separately, against the Evaluation Criteria contained herein.
- 1.2 It is the Bidder's responsibility to ensure that their response provides sufficient evidence for the PPS Evaluation Team to assess the compliance of the response with the criteria listed in this RFP.
- 1.3 Selection and evaluation is based on a "rules of evidence" approach, such that the Bidder's response is the sole demonstration of the Bidder's capacity to fulfill the requirement, as described within the RFP. No prior knowledge of or experience with the Bidder on the part of the PPS Evaluation Team will be taken into consideration.
- 1.4 Bidders must include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the PPS Evaluation Team.
- 1.5 Responses will be evaluated in accordance with the following two (2) stages:
 - Stage 1** - Bidders will be evaluated on the basis of the Mandatory Criteria.
 - Stage 2** - Bidders 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 following Compliance Matrices below and Response Templates and submit with their response. The Criteria Compliance Matrices (below, Mandatory and Rated) will be used by the PPS Evaluation Team to find the required information in the Bidder's response. Bidders should include information on where within their response evidence can be found to support their compliance with each individual criterion.

3. TECHNICAL AND FINANCIAL EVALUATION

- 3.1 The Bidder's Technical response is worth seventy (70%) of the overall point total.
- 3.2 The Bidder's Financial response is worth thirty (30%) of the overall point total.
- 3.3 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 3.4.
- 3.4 Each Bidder will receive a percentage of the total possible points allocated to price by dividing that Bidder's total estimated price into the lowest bid total estimated price. For example, if a Bidder's offered price is \$120.00 and that is the lowest bid price, that Bidder receives 100% of the possible points ($120/120 = 100\%$). A Bidder who offers a price of \$150.00 receives 80% of the possible points ($120/150 = 80\%$), and a Bidder who offers a price of \$240.00 receives 50% of the possible points ($120/240 = 50\%$).

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

Lowest rate

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

Second-lowest rate

Lowest rate

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

Third-lowest rate

And so on, for each offer.

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

TABLE 1 – MANDATORY CRITERION (STAGE I)

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

#	Description of Criterion	Response OR Bidder's Proposal Reference
M1	<p>Uniform Samples</p> <p>The Bidder must submit a sample of each item listed in Section 4 of the Statement of Requirements, Scope of the Requirement:</p> <p><u>Operational Uniform:</u></p> <ul style="list-style-type: none"> • (4.1.1) Operational Shirt model #1; • (4.1.2) Operational Shirt model #2; • (4.1.3) Operational Pants; • (4.1.4) Training Polo. <p><u>Administrative Uniform:</u></p> <ul style="list-style-type: none"> • (4.2.1) Admin Shirt; • (4.2.2) Admin Pants; • (4.2.3) Admin Shorts. <p>The Bidder's samples must meet the minimum specifications for each item described in the table in Section 4 of the Statement of Requirements.</p>	
M2	<p>Project Summary</p> <p>The Bidder must submit a Project Summary, using the template provided in Appendix F. The project submitted must be for a project that has taken place no more than five (5) years prior to the submission deadline of this RFP. Submitted Project Summary will be evaluated on the basis of Rated Criterion R1.</p>	

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

STAGE 2 – TABLE RATED CRITERIA – CORPORATE PROFILE AND PROJECT SUMMARIES

Bidders who have met all of the Mandatory Criteria will be evaluated on the basis of the following Rated Criteria. Bidders must meet a minimum cumulative pass mark of 65% on Rated Criteria R1-R6 (inclusively), and a minimum pass mark of 70% on Rated Criterion R7 in order to be considered further.

#	Description of Criterion	Bidder's Proposal Reference (compliance matrix)
R1	<p>Project Summary</p> <p>The Project Summary submitted in response to Mandatory Criterion M2 will be evaluated based on the extent of its relevance and similarity to PPS' requirement, as defined in this RFP.</p> <p>In support of this criterion, the Bidder should provide the following information (a-g, inclusively):</p> <ul style="list-style-type: none"> a) The name of the client organization to whom the uniforms were delivered; b) The dates and duration of the work/project; c) The list of deliverables that were provided; d) The timelines that were required for delivery of shipments; e) Organizational Size similar or greater to the PPS (approx. 600 members); f) Issues and risks encountered in meeting delivery timelines and quality expectations, and a description of mitigation strategies employed to ensure client satisfaction; g) The name and current contact information for the client's project authority. <p>The PPS reserves the right to contact the project references provided within the summaries in order to confirm the veracity of the Bidder's submissions.</p> <p>The PPS reserves the right to reject a Bidder's proposal in the event that one or more of the client project authorities provides a negative reference.</p>	
R2	The Bidder should describe their process for monitoring product quality assurance and quality controls to ensure product excellence.	
R3	The Bidder should describe their strategies for mitigating impacts caused by disruption of the global supply chain to enable business continuity.	
R4	The Bidder should provide their lead times for standard deliveries as well as provide mitigation strategies and lead-times for rush deliveries.	
R5	The Bidder should describe their strategy and approach for sizing outside the standard bell-curve and gender considerations.	
R6	The Bidder should indicate whether their manufacturing and production facilities are located in Canada, the United States or Mexico.	

CONTINUATION

APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

#	Description of Criterion	Bidder's Proposal Reference (compliance matrix)
R7	<p>Product Ratings</p> <p>Each sample submitted in response to Mandatory Criterion M1 will be rated on the basis of the following:</p> <ul style="list-style-type: none">a) GSM: Technical details should be provided in g/m2 or oz/y2;b) Breathability: technical details should be provided;c) Range of fits available: technical details should be provided;d) Range of sized available: details should be provided;e) Overall quality and look.	

CONTINUATION

APPENDIX F – PROJECT SUMMARY TEMPLATE

In support of rated criterion R2 (Appendix E, Evaluation Criteria and Compliance Matrix), Bidders are requested to provide one (1) written project summary for each Work Stream that they are proposing against.

Project Reference #: _____			
Client:			
Project Start Date (dd/mm/yyyy)		Project End Date: (dd/mm/yyyy)	
Approximate Annual Dollar Value to the Bidder (\$CAD)			
c) List of deliverables that were provided			
d) The timelines that were required for delivery of shipments			
e) Organizational Size similar or greater to the PPS (approx. 600 members)			
f) Issues and risks encountered in meeting delivery timelines and quality expectations, and a description of mitigation strategies employed to ensure client satisfaction			
Client Project Authority:			
Name:			
Address:			
Telephone Number:			
Email Address:			