



PARLIAMENTARY PROTECTIVE SERVICE
SERVICE DE PROTECTION PARLEMENTAIRE
CANADA

GENERAL TERMS & CONDITIONS



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1. GOVERNING LAWS AND JURISDICTION

1.1 The 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.

2. PRIORITY OF DOCUMENTS

2.1 The documents specified below form part of and are incorporated into the 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.

1. General Terms and Conditions;
2. Statement of Work;
3. Pricing Structure;
4. Resulting Parliamentary Protective Service Purchase Order (PO)/Contract/Agreement.

3. TIME IS OF THE ESSENCE

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

4. REQUIREMENT

4.1 The Supplier shall use the methodology described in its proposal, provide the services required to meet the requirements set out in Appendix B, as specified in this 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 SERVICE 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 until completion of services no later than six (6) weeks after contract award in accordance with the Milestones Timeline listed in the Statement of Work and 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 three (3) 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 Agreement. Delivery must be completed within thirty (30) days after the expiry date of this Agreement. No order is to be issued pursuant to this Agreement after the expiry date.

7. PRICE CERTIFICATION

7.1 Negotiated prices will be firm for the period of the 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. An Evaluation Committee will be convened by PPS and a consensus will then be reached.

8. LIMITATION OF EXPENDITURE

8.1 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

9.1 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)

10.1 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.

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 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 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 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

15.1 For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this 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' Financial Management Operations, along with the substantiating documentation, whichever date is the later.

16.2 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.

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

16.4 All invoices must indicate the above Agreement number and any applicable PO number and are to be submitted by email to finance-finances@pps-spp.parl.gc.ca and/or to the PPS Project Authority named in Section 33.

17. CANCELLATION OF THE AGREEMENT

17.1 The 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 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 Agreement.

17.3 The Agreement may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the 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 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 THE AGREEMENT

18.1 No modification to the 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 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 Agreement.

20. INDEPENDENT SUPPLIER

- 20.1 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 THE AGREEMENT

- 21.1 The 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

- 22.1 No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the 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 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 Agreement.

23. PERFORMANCE

- 23.1 The Supplier will report the performance under the 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 Agreement or to any benefit arising there from.

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 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

27.1 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

28.1 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 Agreement.

29. PROPRIETARY RIGHTS

29.1 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 Agreement without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

30. LICENCES AND PERMITS

30.1 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 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

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

32. REPRESENTATION

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

33. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

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

Project Authority	Contracting Authority
To be completed following agreement award.	Contracting Branch Parliamentary Protective Service 155 Queen Street, Ottawa ON, K1A 0A6 E-mail:

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

34. SUPPLIER REPRESENTATIVES

34.1 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

35.1 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,
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 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:

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
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.