



PARLIAMENTARY PROTECTIVE SERVICE
SERVICE DE PROTECTION PARLEMENTAIRE
CANADA

INSTRUCTIONS TO PROPONENTS



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1. GLOSSARY OF TERMS

1.1 RFX refers to a solicitation type. These include:

RFP	Request for Proposals
RFPQ	Request for Prequalification
RFI	Request for Information
LOI	Letter of Interest
RFSO	Request for Standing Offers
ITT	Invitation to Tender
ACAN	Advanced Contract Award Notice

2. MANDATORY AND ADVISORY CLAUSES

2.1 Mandatory clauses during the procurement are those containing the words “must”, “will” or “shall”. These clauses must be always observed, unless otherwise authorized by the PPS. Proponents not respecting these clauses will be disqualified and their proposals will not receive any further consideration.

2.2 Advisory clauses are those containing the words “may” or “should”. Proponents not respecting these clauses may be scored lower.

3. PROPONENT’S CONSENT

3.1 By submitting a Proposal, the Proponent confirms that it has read and agrees to comply with these Instructions, the RFX documents and the General Conditions of this solicitation.

3.2 If the RFX documents contain any discrepancy, omission, inconsistency or ambiguity, the Proponent shall notify the PPS immediately. Upon receipt of such notification, the PPS will undertake to provide all Proponents with more complete instructions, if possible. If a Proponent fails to provide such notification, the Proponent agrees that the interpretation placed upon the RFX documents by the PPS will govern.

3.3 In the event of any discrepancies between the notice posted on CanadaBuys and this RFX document, the information in this RFX document will prevail.

3.4 Acceptance of use of the Electronic Bid System (**CanadaBuys** and submissions by **email**):

1. It is understood and agreed that the provision of the solicitation and the submission of Proposals through the Electronic Bid System satisfies any legal requirement that documents be originals, be in writing, be signed or be submitted.

2. It is understood and agreed that if the Electronic Bid System is accessed through the Internet, the user is responsible for reading and complying with any notices, warnings or disclaimers posted or contained thereon.

3. Every Proponent or any other person or entity must maintain the functionality of its computer system.

4. **System Failure:** In the event there is a failure of the Electronic Bid System that results in the loss of satisfactory service, the Closing Date may be extended, or the solicitation may be cancelled at the sole discretion of the PPS.
5. **Functionality of a Proponent's Online (Computer) System:**

Every Proponent or any other person or entity, who uses the Electronic Bid System, must maintain the functionality of its computer system. The PPS, its service provider and any employee, or agent of any of the foregoing:

 1. does not assume any responsibility for the functionality of a Proponent's or any other person's or entity's computer system and internet connection;
 2. does not agree to provide any Proponent or any other person or entity, with an alternate mode or method of submitting its Proposal; or
 3. will not be responsible for any failure attributable to the transmission or receipt of Proposals including, but not limited to, the following:
 1. receipt of garbled or incomplete Proposal; or
 2. receipt of corrupted document(s).
7. **Exclusion of Liability – Electronic Bid System**
 1. Every Proponent understands and agrees to assume all the responsibilities in relation to taking the necessary mitigation measures to submit their Proposals within a very reasonable time before the Closing Time (it is recommended to submit the Proposals **four (4) hours prior to the Closing Time**) to permit themselves enough time to correct its submission or to deal with any electronic malfunction, interruption or error.
 2. The PPS, its service provider and any employee, or agent of any of the foregoing, cannot guarantee continual, uninterrupted or error-free service as disruptions or malfunctions may delay, interfere with or disrupt the electronic bidding process, including the online transmission and receipt of Proposals. Every Proponent or any other person or entity, that uses the Electronic Bid System, acknowledges that the submission of Proposals is conducted online and relies on hardware and software that may malfunction without warning. No Proponent, or any other person or entity, shall have any claim for compensation of any kind whatsoever, as a result of the disruption or malfunction of the Electronic Bid System and each Proponent, or any other person or entity, expressly agrees and acknowledges that it is hereby deemed to have no such claim.
8. The Proponent agrees and confirms:
 1. that it has complied with these Instructions;
 2. that it accepts all of the terms, provisions, stipulations and requirements set out in the solicitation;

3. that it is not relying on any information other than that set out in the solicitation and Amendments issued pursuant thereto by the PPS;
4. that the Proposed subconsultants or subcontractors have been given the opportunity to study the RFX documents; and
5. that all statements and information set out in its submission or otherwise provided to the PPS in connection with the solicitation, are and will be true, accurate and complete, not misleading and in accordance with the principles of full, true and plain disclosure.

3.5 Where a Proponent is comprised of more than one entity, all entities comprising the Proponent shall be jointly and severally liable.

4. COMMUNICATIONS DURING THE COMPETITION PERIOD

4.1 It is the responsibility of the Proponent to obtain clarification of any terms, conditions or technical requirements contained in the solicitation documents.

4.2 Any questions or requests for clarification during the solicitation period must be submitted in writing through the Electronic Bid System. Non-compliance with this condition during the solicitation period may, for that reason alone, result in the disqualification of the Proponent.

4.3 Questions and requests for clarifications will be answered if received in writing through the Electronic Bid System at least seven (7) calendar days prior to the Closing Date.

4.4 The PPS reserves the right to request clarifications or confirmations from any or all Proponents regarding any aspect of their Proposal. In the event such clarifications or confirmations are requested, the PPS' Contracting Authority will make the request. The request for clarification or confirmation will be directed to the individual named as the Proponent's contact in the Proponent's Proposal. A written response to each such communication is required from the Proponent.

5. DOCUMENT EXAMINATION

5.1 Upon receipt of the solicitation documents, Proponents should verify that they are complete; if they are incomplete, they should immediately notify the designated Contract Authority.

5.2 In the event of any discrepancies between the English and French versions of the RFX documents, the English versions will prevail.

6. AMENDMENTS TO THE SOLICITATION DOCUMENTS

6.1 Items that may impact the procurement or the scope of the contract such as answers to significant questions, clarifications, corrections to documents, will be issued by Amendment.

6.2 Proponents are advised that only the written information issued by the PPS in the solicitation documents, any appended documents and any associated Amendments shall be contractually binding.

6.3 It is the Proponent's responsibility to ensure that all Amendments are incorporated into their Technical and Price Proposals.

7. PROPOSAL BY A JOINT VENTURE (JV)

7.1 Proponent who submits a Proposal as a JV should indicate clearly that it is a JV and should provide the following information with their Proposal:

1. the name of each party of the JV;
2. the name of the representative of the JV, i.e. the person chosen by the parties to act on their behalf, if applicable;
3. the name of the JV; and
4. if the JV is the successful Proponent, the Proponent must provide, prior to the award of the Contract, an agreement that includes, but is not necessarily limited to, the following:
 - a) a statement that the parties to the JV shall remain unchanged throughout the duration of the Project;
 - b) the area of responsibility of each of the member firms for the duration of the Project;
 - c) the resolutions of each of the constituent member firms authorizing the creation of the JV as well as the assignment of signing authorities for the JV; and
 - d) the authorized representative of each member of the JV must sign the agreement.

7.2 If the information is not clearly provided in the Proposal, the Proponent must provide the information upon request by the PPS.

7.3 The Proposal and any resulting Contract must be signed by all the parties of the JV unless one party has been appointed to act on behalf of all parties of the JV. If a Contract is signed with a JV, all parties of the JV will be jointly and severally liable for the performance of any resulting Contract.

8. LIMITATION OF PROPOSALS

8.1 A Proponent shall not submit more than one Proposal. This limitation also applies to the persons or entities in the case of a JV. If more than one Proposal is received from a Proponent (or, in the case of a JV, from the persons or entities), all such Proposals may be rejected with no further consideration.

8.2 An arrangement whereby the PPS contracts directly with a prime Contractor who may retain subcontractors/sub-consultants or specialists to perform portion(s) of the Work is not a JV arrangement. A subcontractor/sub-consultant or specialist may, therefore, be proposed as part of the Proponent Team by more than one Proponent.

8.3 Notwithstanding 8.2 above, in order to avoid any conflict of interest, or any perception of conflict of interest, no person or entity acting as an individual Proponent or as part of a JV Proponent, shall be proposed as a member of another Proponent Team, either as a subcontractor/sub-consultant or specialist or as part of another JV Proponent. Failure to comply with this limitation will result in all Proposals so involved being rejected.

- 8.4 Any JV entered into for the provision of professional services or other services must be in full compliance with the requirements of any provincial or territorial law pertaining thereto in the Province or Territory in which the project is located.

9. LICENSING REQUIREMENTS

- 9.1 The Proponent Team and Key Personnel shall be certified or otherwise authorized to provide the necessary services to the full extent that may be required by provincial or territorial law in the Province or Territory in which the Project is located.
- 9.2 The Proponent, in submitting a Proposal, confirms that the Proponent Team is in good standing with the Workers' Compensation Board in effect at the province or territory of the Place of the Work.
- 9.3 By virtue of submitting a Proposal, the Proponent certifies that the Proponent Team and Key Personnel are in compliance with the requirements of 9.1 above. The Proponent acknowledges that the PPS reserves the right to verify any information in this regard and that false or erroneous certification may result in their Proposal being rejected.

10. COMPOSITION AND INTEGRITY OF THE PROPONENT TEAM

- 10.1 By submitting a Proposal, the Proponent represents and warrants that the Contractors, subcontractors/sub-consultants and Key Personnel proposed to perform the required services will be the ones that will perform the Work under any contractual arrangement arising from this solicitation. the Proponent Team and the Key Personnel named in the Proposal shall remain in their designated roles for the duration of the Contract.
- 10.2 Should the Key Personnel named in a Proponent's Proposal leave or become unavailable or unable to perform their duties for reasons beyond the Proponent's reasonable control, the Proponent shall promptly notify the PPS and submit resumes of the proposed replacement personnel for the PPS' approval. Proposed replacement personnel shall possess professional, technical qualifications and experience equivalent to the Key Personnel being replaced. If the PPS requires the replacement of any Key Personnel, the Proponent shall promptly submit resume(s) of a proposed replacement.
- 10.3 If the Proponent has proposed any person who is not an employee of the Proponent, the Proponent warrants that it has a written permission from such person (or the employer of such person) to propose the services of such person in relation to the services to be performed.
- 10.4 In the case of a two-step approach, i.e. Request for Pre-Qualification (RFPQ) and Request for Proposal (RFP), the Proposal under the second step (the RFP) must be made in the same name as the person(s) or entity(ies) named as the Proponent in the first step (the RFPQ). Proponents must as well utilize, in the preparation of their Proposal, the same Proponent Team named under the RFPQ step.

11. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 11.1 By submitting a Proposal, the Proponent represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Proponent acknowledges that it is within the PPS' sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists. Proponents who are in doubt about a particular situation should contact the PPS' Contracting Authority at least **ten (10) business days** before the Closing Date.
- 11.2 For the purposes of this clause, the term "Conflict of Interest" means:
1. in relation to the procurement process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 1. having, or having access to, confidential information of the PPS in the preparation of its Proposal that is not available to other Proponents;
 2. communicating with any person with a view to influencing preferred treatment in the RfX process (including but not limited to the lobbying of decision makers involved in the RfX process); or
 3. engaging in a conduct that compromises, or could be seen to compromise, the integrity of the RfX process. or
- 11.3 in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Proponent's other commitments, relationships or financial interests:
1. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 2. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- 11.4 The experience acquired by a Proponent who is providing or has provided the goods and services described in this solicitation, including feasibility studies and option analysis for this project, or similar goods or services, will not, in itself, be considered by the PPS as conferring an unfair advantage or creating a conflict of interest. This Proponent remains, however, subject to the criteria established above.

12. LITIGATION

- 12.1 In submitting a Proposal, the Proponent represents and warrants that neither the Proponent nor any of the Proponent's officers, employees, subcontractors, sub-consultants or specialists included in its submission:
1. is neither currently nor in the past five (5) years a party to any litigation or proceeding involving the PPS before any court, administrative board or tribunal;
 2. has not defaulted or breached any contract with the PPS; and,

3. has not been convicted, in the last five (5) years, by a court of law in Canada or any other jurisdiction, for an offence involving bribery or corruption, or an offence relating to failure to maintain adequate workplace safety.
- 12.2 If the Proponent or one or more of the Proponent's officers, employees, subcontractors, subconsultants or specialists included in this Proposal was/were convicted or sanctioned for an offence involving bribery, corruption or workplace safety at any time, the details of such convictions or sanctions must be disclosed and communicated to the PPS representative ten (10) business days before the Closing Date.

The PPS will have the sole discretion to determine whether such convictions are grounds for disqualifying the Proponent from further participation in the solicitation process, or for requiring that the Proponent exclude certain officers, employees, subcontractors, subconsultants or specialists involved in such offenses from any involvement in the Project.
 - 12.3 Where the PPS discovers that the Proponent has made a misrepresentation, the PPS may disqualify the Proponent or terminate any Contract awarded to the Proponent pursuant to this procurement process.
 - 12.4 The PPS may reject a Proposal from a Proponent who is in litigation with the PPS, or against whom PPS has a claim, or has initiated a legal proceeding or with whom the PPS had/has Contract(s) with performance issues. Litigating entity includes any person, corporation, partnership, Joint Venture or other entity which has one or more individuals as officer, director, partner, shareholder, owner or part owner in common with the litigating entity. This applies whether the legal proceeding is related or unrelated to the subject matter of this solicitation.

13. NO COLLUSION

- 13.1 By submitting a Proposal, the Proponent, and each firm, corporation or individual member of the Proponent, represents and confirms to the PPS, with the knowledge and intention that the PPS may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with the other Proponents.

14. ANTI-BRIBERY

- 14.1 The Proponent declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the PPS or to a member of the family of such a person, with a view to influencing the entry into a Contract or the administration of a Contract.
- 14.2 The Proponent must not influence, seek to influence or otherwise take part in a decision of the PPS knowing that the decision might further impact its private interest. The Proponent must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest regarding the performance of its obligations under a Contract. If such a financial interest is acquired during the period of a Contract, the Proponent must immediately declare it to the PPS.

- 14.3 The Proponent warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Proponent becomes aware of any matter that causes or is likely to cause a conflict in relation to the Proponent's performance under the Contract, the Proponent must immediately disclose such matter to the PPS in writing.
- 14.4 If the PPS believes a conflict exists as a result of the Proponent's disclosure or as a result of any other information brought to the PPS' attention, the PPS may require the Proponent to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate a Contract for default. Conflict means any matter, circumstance, interest, or activity affecting the Proponent, its personnel, subcontractors, subconsultants or specialists, which may or may appear to impair the ability of the Proponent to perform the Work diligently and independently.

15. LEGAL CAPACITY

- 15.1 The Proponent must have the legal capacity to enter into a Contract. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the PPS, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Proponents submitting a Proposal as a JV.

16. FINANCIAL CAPABILITY

- 16.1 The Proponent must have the financial capability to fulfill this requirement. To determine the Proponent's financial capability, the Contracting Authority may, by written notice to the Proponent, require the submission of some financial information during or after the evaluation of Proposals. The Proponent must provide the requested information to the Contracting Authority within five (5) business days of the request or as specified by the Contracting Authority in the notice.
- 16.2 The financial information may include the Proponent's Balance Sheet, Statement of Retained Earnings, Income Statement, irrevocable letter of credit from a registered financial institution drawn in favour of the PPS, a performance guarantee from a third party or some other form of security as determined by the PPS.
- 16.3 In the event that a Proposal is found to be non-compliant on the basis that the Proponent is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Proponent.

17. COMPLETION OF A PROPOSAL

- 17.1 The Proponent shall base its Proposal on the applicable RFx documents listed in this solicitation.

18. SUBMITTED PRICE

- 18.1 Unless specified otherwise elsewhere in the RFx documents:

1. the Proponents shall fill out (complete) the attached Price Proposal Form,
2. the Price Proposal shall be in Canadian currency, and
3. the Price Proposal shall not include any amount for Applicable Taxes.

18.2 In the case of error in the extension or addition of unit prices, the unit price will govern.

19. SUBMISSION OF A PROPOSAL

19.1 Timely and correct submission of a Proposal is the sole responsibility of the Proponent. All risks and consequences of incorrect submission of a Proposal are the responsibility of the Proponent.

19.2 Proposals submitted after the stipulated Closing Date and Time will not be accepted.

19.3 Proposals and supporting information may be submitted in either English or French.

19.4 Proposals shall be received through the Electronic Bid System and the system's identification and authentication process.

19.5 Submittals in alternative formats, including without limitation those submitted verbally, by telephone, fax, paper copies or mail, will be disregarded or disqualified.

19.6 It is the Proponent's responsibility to:

1. Ensure that the Proponent's name, return address, the solicitation number and description, and solicitation Closing Date and Time are clearly indicated on the first page of their Technical Proposal.
2. Submit a duly completed and signed attached **PRICE PROPOSAL FORM**.
3. Provide a comprehensive and sufficiently detailed Proposal and all requested pricing details to permit a complete evaluation in accordance with the criteria set out in this solicitation.

19.7 Proposals will remain open for acceptance for a period of not less than sixty (60) days from the solicitation Closing Date.

20. REVISION OF PROPOSAL

20.1 A Proposal submitted may be amended provided the revision is received prior to the Closing Date and Time by submitting a modified Proposal in accordance with Section 19.

21. LATE PROPOSAL

21.1 Proposals transmitted to the Electronic Bid System after the stipulated Closing Date or Closing Time will not be accepted.

22. ACCEPTANCE OR REJECTION OF A PROPOSAL

22.1 The PPS may accept any Proposal, reject any or all Proposals or cancel the solicitation at any time.

- 22.2 The PPS reserves the right, exercisable in its sole discretion, to enter into discussions or to negotiate with any Proponent as it sees fit, or with another Proponent or Proponents concurrently. In no event shall the PPS be required to enter into discussions or negotiations on similar or other terms or offer any modified terms to any other Proponent prior to entering into the Contract. The PPS shall incur no liability to any Proponent as a result of these discussions, negotiations or modifications.
- 22.3 Proposals may be accepted by the PPS in whole or in part without prior negotiation. The PPS may award one or more Contracts to conduct the required Work.
- 22.4 This solicitation does not constitute an offer of any nature or kind whatsoever by the PPS to any or all of the Proponents. Each Proponent acknowledges and agrees by submitting a Proposal that the PPS will have no liability or obligation to any Proponent.
- 22.5 The PPS reserves the right to accept the Proposal that it deems in its sole discretion most advantageous. The Proposal having the lowest cost to the PPS or any Proposal will not necessarily be accepted. Unless otherwise specified in the solicitation documents, the PPS may take into account any of the following criteria (not necessarily in order of importance):
1. the ability of the Proponent to complete the Work required in the Proposal;
 2. the reputation and experience of the Proponent;
 3. the amount of local labour and materials;
 4. the completion date;
 5. Proponent's past performance on previous or existing Contract(s);
 6. the use of equivalence alternates.
- 22.6 Should there be, in the opinion of the PPS, an insufficient number of Proponents, the PPS reserves the right (but will not be obligated) to,
1. in the case when there is an insufficient number of Proponents who have achieved the minimum technical score,
 - a) open the Price Proposal(s) of the Proponent(s) who has/have achieved an acceptable or a satisfactory score on the main criteria such as the corporate experience, Key Personnel's experience or Approach and Methodology,
 - b) open the Price Proposal of the Proponent who has not achieved the minimum score but has achieved the top ranked score that is closest to the minimum score,
 - c) cancel the solicitation, or
 - d) modify the requirements and republish the solicitation using the same or a different approach including, but not limited to, inviting specific Proponents or, in the case of a prequalification in a two-step process, foregoing the prequalification process and opening the solicitation process to any or all Proponents.
 2. in the case of a single compliant or non-compliant Proposal,

- a) negotiate with the single Proponent,
- b) cancel the solicitation,
- c) invite a new Proponent(s), or
- d) modify the requirements and republish the solicitation using the same or a different approach.

The assessment of the sufficiency of number of Proponents shall be at the PPS' sole and absolute discretion.

22.7 Additionally, the PPS reserves the right, at its sole discretion, to negotiate or invite new Proposals, in cases where the Price Proposal of the overall top-ranking Proponent exceeds the PPS' budget.

If the Price Proposal of the overall top-ranking Proponent exceeds the amount of funding the PPS has allocated, the PPS, at its sole discretion, may either:

1. cancel the solicitation;
2. obtain additional funding and award the Contract to the overall top-ranking Proponent;
3. revise the scope of the work accordingly or negotiate with the overall top-ranking Proponent. In the event that these negotiations fail, the PPS may enter into negotiations with the next-ranked Proponent; or
4. revise the scope of the work accordingly and invite the overall top three (3) ranking Proponents to submit Price Proposals for re-evaluation.

22.8 The PPS is not obliged to open the Proposal(s) publicly, or to provide reasons to any Proponent with respect to any use of the PPS' discretion.

22.9 Proposals received before the RFX Closing Date and Time will become the property of the PPS and will not be returned. All Proposals will be treated as CONFIDENTIAL, subject to any relevant laws, regulations or an order of a court or tribunal.

22.10 Without limiting the generality of clause 22.1, the PPS may reject a Proposal, or parts thereof, if:

1. any information contained in the certification contemplated in the Proposal is determined to be untrue in any respect by the PPS.
2. a Proponent has been declared ineligible or has been suspended as determined by the Minister of Public Services and Procurement Canada under the Ineligibility and Suspension Policy and the period of ineligibility or suspension has not expired.
3. the Proponent subcontractors, sub-consultants or specialists included as part of the Proposal has been declared ineligible for selection, following unsatisfactory performance in a previous contract as determined by the PPS.

4. the Proponent is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period.
 5. evidence satisfactory to the PPS that based on past conduct or behaviour, the Proponent, a subcontractor, sub-consultant, a specialist or a person proposed to perform the Work is unsuitable or has conducted themselves improperly.
 6. with respect to current or prior transactions with the PPS,
 - a) The PPS has exercised, or intends to exercise, the contractual remedy of taking the Work out of the Proponent's hands with respect to a contract with the Proponent, any of its employees, any subcontractor, subconsultant or specialist included as part of its Proposal; or
 - b) The PPS determines that the Proponent's performance on other contract is sufficiently poor to jeopardize the successful completion of the requirement under this solicitation; or
 7. with respect to conflict of interest, except as noted in Clause 11,
 - a) the Proponent, any of its subcontractors, sub-consultant, specialist, or any of their respective employees were involved in the preparation of documents related to this solicitation.
 - b) the Proponent, any of its subcontractors, sub-consultant, specialist, or any of their respective employees had access to information related to the solicitation that was not available to other Proponents and that would, in the PPS' opinion, give or appear to give the Proponent an unfair advantage.
 - c) the Proponent, any of its subcontractors, sub-consultant, specialist, or any of their respective employees is in any situation of conflict of interest or appearance of conflict of interest.
 - d) the Proponent has failed to comply with the requirements of 11.1. or
 - e) the Proponent does not have the legal capacity or financial capability to contract.
- 22.11 The PPS' right to select any Proposal shall not be limited by the fact that the PPS may have exercised any discretion reserved to the PPS in the solicitation documents, including for clarity, these Instructions to Proponents. By submitting a Proposal, a Proponent shall be deemed to have waived any objection it might have concerning the selection of a Proposal for which the PPS' discretion was exercised.
- 22.12 The selected Contractor will be required to comply with its Proposal and this solicitation. If the Contractor fails or refuses to do so or fails to commence provision of the deliverables within the time prescribed in the solicitation documents, the PPS shall in its sole discretion be entitled to:
1. terminate the award of the Contract and award the Contract to another Proponent; or
 2. issue a new solicitation; and

3. the defaulting Contractor shall be liable for all losses, damages, costs and expenses suffered or incurred by the PPS, which arise from the default of such Contractor referred to in this section, including but without limiting the generality of the foregoing, any increase in the price of performance of the Contract by another provider of the deliverables over the price submitted by the defaulting Contractor in its Proposal.

23. RIGHT TO REQUEST CLARIFICATION OR CONFIRMATION

- 23.1 The PPS reserves the right to request clarifications or confirmations from any or all Proponents regarding any aspect of their submission. In the event such clarifications or confirmations are requested, the PPS' Contracting Authority will make the request. The request for clarification or confirmation will be directed to the individual named as the Proponent's contact in their submission. A written response to each such communication is required from the Proponent within the timeframe stipulated by the PPS.
- 23.2 Additionally, the PPS may request clarification where any Proponent's intent is unclear and may, in its sole discretion, waive any requirement of the solicitation or request amendment where, in the opinion of the PPS, there is an irregularity or omission in the information that is not material to the solicitation.

24. COST BREAKDOWN

- 24.1 When requested by the PPS, Proponent(s) shall provide a cost breakdown with the level of details requested.
- 24.2 The cost breakdown may be used for evaluation purposes or for negotiations when required, and to assess progress and payments.

25. ABNORMALLY LOW, UNBALANCED OR FRONT LOADED PROPOSAL

- 25.1 An abnormally low Proposal is one where the Price Proposal appears so low that it raises material concerns as to the capability of the Proponent to perform the Contract for the offered price.

In the event of identification of a potentially abnormally low price, the PPS may seek written clarifications from the Proponent, including detailed price analyses of its Price Proposal in relation to the subject matter of the Contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the RFX document(s).

After evaluation of the price, if the PPS determines that the Proponent has failed to demonstrate its capability to perform the Contract for the offered price, the PPS will reject the Proposal.

- 25.2 If the Price Proposal of the overall top-ranking Proponent is, in the PPS' opinion, seriously unbalanced or front-loaded, the PPS may require the Proponent to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Proposal prices with the scope of work, proposed methodology, schedule, deliverables and any other requirements of the RFX document(s). After the evaluation of the

information and detailed price analyses presented by the Proponent, the PPS may accept or reject the Proposal.

26. COMMENCEMENT OF THE WORK

26.1 Upon receipt of an award letter, a Purchase Order or a Contract issued by the PPS, the Contractor shall immediately proceed with the necessary preparations, in order to avoid delay to the schedule without interruption, until completion of the Work.

26.2 Transition Period (as applicable)

1. The Proponents acknowledge that the nature of the Work required under this requirement may require continuity and that a transition period may be required at the end of the Contract.
2. The Proponents acknowledge and agree that the PPS may, at its own discretion, extend the Contract by a specific period as deemed operationally and reasonably required (whether or not the PPS included or exercised optional years) under the same terms and conditions to ensure an acceptable and satisfactory transition.
3. The selected Contractor agrees that, during the transition period, it will be paid in accordance with the applicable provisions as set out in the submitted Price Proposal.
4. When a transition period is required, the Contracting Authority will issue an Amendment to extend the Contract as deemed necessary.

27. DEBRIEFING

27.1 A debriefing will be provided only if requested in writing to the PPS' Contracting Authority within ten (10) business days of the notification of Contract award. The debriefing will include an outline of the reasons the Proponent's Proposal was not successful, making reference to the evaluation criteria. No information relating to other Proposals will be provided.

27.2 Debriefing will be conducted by telephone conference. Written summaries of debriefings and evaluations scores are not provided.

27.3 Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

28. ORDER OF PRECEDENCE

28.1 In the event of conflicts between the documents, the following will be the order of precedence:

- a) Contract
- b) Amendment(s) to the General Conditions and solicitation documents
- c) General Terms and Conditions
- d) Solicitation document(s)
- e) The Contractor's Price and Technical Proposals

29. FEDERAL AND PROVINCIAL TAXES

29.1 Proponents should not include any amounts in their cost proposal for the Goods and Services Tax (GST), Quebec Sales Tax (QST) or Harmonized Sales Tax (HST), whichever is applicable. Any amount levied in respect of the GST/QST/HST will be billed as a separate item in a progress claim submitted by the Contractor and will be paid to the Contractor in addition to the amount approved by the PPS for the Work performed under the Contract.

30. PERFORMANCE EVALUATION

30.1 Proponents shall take note that the PPS intends to evaluate the performance of the Contractor during and upon completion of the Work. The evaluation includes all or some of the following criteria: Quality of Work (e.g. services, deliverables, design, study), Administration, Management, Health and Safety aspects, Schedule and Cost. Should the Contractor's performance be considered unsatisfactory, the Contractor may be declared ineligible for future contracts.

30.2 Performance evaluations may be conducted based on the size, dollar value, or complexity of each project, in accordance with the following criteria:

Criteria	Weight	Scale
Quality of Work/ Design/Study	30	<p>Score of 1 – Unacceptable: Major gaps exist.</p> <p>Score of 2 – Not Satisfactory: The performance partially addressed the requirements i.e. some gaps exist or there are deficiencies or weaknesses that can be corrected by significant changes.</p> <p>Score of 3 – Satisfactory Performance: The performance addressed the requirements in an acceptable manner i.e. acceptable gaps exist or there are deficiencies or weaknesses that can be corrected by acceptable changes.</p> <p>Score of 4 – Good Performance: The performance addressed the requirements in a good manner i.e. minor gap or deficiencies exist.</p> <p>Score of 5 – Excellent Performance: The performance addressed the requirements in an excellent manner i.e. no gaps or deficiencies exist.</p>
Administration/ Management/ Health & Safety	20	
Schedule	25	
Cost Control	25	
Total Score	100	

30.3 Bidding privilege will be suspended if:

1. A total score is less than 60%; or
2. A sub-total of 20% (of the weighting) is received on any single criterion.

30.4 Suspension of bidding privileges will be conveyed to the suspended firm as a formal notice in writing. The "Suspension" letter will include specific reference to the categories of poor performance, the duration of the suspension and the requirements for reinstatement. Suspensions may be limited to a specific timeframe or may be indefinite. For bidding privileges to be reinstated, the timeframe of the suspension must have expired (if applicable) and the firm must demonstrate that they have met the requirements for reinstatement.

31. INTEGRITY AGREEMENT

- 31.1 To ensure fairness, openness and transparency; by submitting a Proposal, the Proponent confirm that they are eligible to do business with the PPS and certify that they have not been convicted in any Federal or Provincial Court for the following:
1. Any kind of fraud under the Financial Administration Act, whether Federal or Provincial;
 2. Any kind of fraud, bribery, perjury, extortion or falsification against any Government under the Criminal Code of Canada;
 3. Participation in activities of criminal organizations and or Money Laundering;
 4. Corruption, collusion, bid rigging or any other anti-competitive activity under the Competition Act;
 5. Income and excise tax evasion, whether Federal or Provincial;
 6. Bribing a foreign public official;
 7. Offences in relation to drug trafficking; and
 8. Payment of a contingency fee to a person to whom the Lobbying Act applies.
- 31.2 The PPS will declare a Proposal nonconforming in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified above is found to be untrue, in any respect, by the PPS.
- 31.3 The PPS will have the right to terminate the Contract for default if:
1. It is determined, after contract award, that the Proponent made a false declaration, or
 2. During the Contract, the Proponent is convicted for any of the conducts stated above; in this case the Proponent will have the obligation to disclose promptly such circumstance.
- 31.4 By signing the Price Proposal Form, the Proponent agrees with this clause and solemnly affirm that all individuals who directly or indirectly control the bidding company, corporation, or sole ownership; including its organizations, corporate bodies, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly owned, as well as individuals, and directors **are eligible to be awarded a contract with the PPS**, and that such persons can complete all of the certifications as noted above.

32. NON-DISCLOSURE AGREEMENT

- 32.1 THIS NON-DISCLOSURE AGREEMENT (hereinafter called "Agreement") is entered into between the Parliamentary Protective Service (hereinafter called "The PPS") and every Proponent (hereinafter called "Company") participating in this solicitation.
- 32.2 WHEREAS the Company may be given access to information by or on behalf of the PPS about the PPS, Parliamentary entities and potentially information that is confidential or proprietary to third parties, as well as information conceived, developed or produced by the

Company or the selected Proponent as part of the RFX or the Work. For the purposes of this Agreement, information includes but is not limited to: any documents, instructions, guidelines, data, material, advice or any other information (personal or otherwise) whether received verbally, in printed form, recorded electronically, or otherwise and whether or not labeled as proprietary or sensitive, that is disclosed to a person or that a person becomes aware of during the period of the RFX or the performance of the Work under a duly executed Contract.

- 32.3 The Company agrees that they will not reproduce, copy, use, divulge, release or disclose, in whole or in part, in whatever way or form, any information described above, to any person other than a person employed by the PPS on a need-to-know basis. The Company undertake to safeguard the same and take all necessary and appropriate measures, including those set out in any written or verbal instructions issued by the PPS, to prevent the disclosure of or access to such information in contravention of the Contract.
- 32.4 The Company also acknowledges that any information provided to them by or on behalf of the PPS must be used solely for the purpose of the Work, and shall remain the property of the PPS or a third party, as the case may be.
- 32.5 The Company agrees that the obligation of this Contract will survive the completion of all associated Work under the Contract.
- 32.6 This Agreement and the rights and obligations granted to and undertaken by the Company shall not be assignable or transferable in whole or in part, without the prior written consent of the PPS.
- 32.7 This Agreement supersedes any and all previous non-disclosure agreements between the Company and the PPS.
- 32.8 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.
- 32.9 The Proponent hereto has caused this Agreement to be agreed to by signing the Price Proposal Form by their respective duly authorized representative.