



PARLIAMENTARY PROTECTIVE SERVICE
SERVICE DE PROTECTION PARLEMENTAIRE
CANADA

INSTRUCTIONS TO BIDDERS



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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. Bidders not respecting these clauses will be disqualified and their Bids will not receive any further consideration.
- 2.2 Advisory clauses are those containing the words “may” or “should”. Bidders not respecting these clauses may be scored lower.

3. BIDDER’S CONSENT

- 3.1 By submitting a Bid, the Bidder 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 Bidder shall notify the PPS immediately. Upon receipt of such notification, the PPS will undertake to provide all Bidders with more complete instructions, if possible. If a Bidder fails to provide such notification, the Bidder 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 the RFX document(s), the information in the RFX document(s) 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 Bids 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 Bidder 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 Bidder's Online (Computer) System:

Every Bidder 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 Bidder's or any other person's or entity's computer system and internet connection;
 2. does not agree to provide any Bidder or any other person or entity, with an alternate mode or method of submitting its Bid; or
 3. will not be responsible for any failure attributable to the transmission or receipt of Bids including, but not limited to, the following:
 1. receipt of garbled or incomplete Bid; or
 2. receipt of corrupted document(s).
6. **Exclusion of Liability** – Electronic Bid System
 1. Every Bidder understands and agrees to assume all the responsibilities in relation to taking the necessary mitigation measures to submit their Bids within a very reasonable time before the Closing Time (it is recommended to submit the Bids **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 Bids. Every Bidder or any other person or entity, that uses the Electronic Bid System, acknowledges that the submission of Bids is conducted online and relies on hardware and software that may malfunction without warning. No Bidder, 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 Bidder, or any other person or entity, expressly agrees and acknowledges that it is hereby deemed to have no such claim.
7. The Bidder 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 subconsultant(s) or subcontractor(s) 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 Bidder is comprised of more than one entity, all entities comprising the Bidder shall be jointly and severally liable.

4. COMMUNICATIONS DURING THE COMPETITION PERIOD

- 4.1 It is the responsibility of the Bidder 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 Bidder.
- 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 Bidders regarding any aspect of their Bid. 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 Bidder's contact in the submitted Bid. A written response to each such communication is required from the Bidder.

5. DOCUMENT EXAMINATION

- 5.1 Upon receipt of the solicitation documents, Bidders 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 Bidders 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 Bidder's responsibility to ensure that all Amendments are incorporated into their submitted Bids.

7. BID BY A JOINT VENTURE (JV)

- 7.1 Bidder who submits a Bid as a JV should indicate clearly that it is a JV and should provide

the following information with their Bid:

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 Bidder, the Bidder 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 Bid, the Bidder must provide the information upon request by the PPS.
- 7.3 The Bid 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 BIDS

- 8.1 A Bidder shall not submit more than one Bid. This limitation also applies to the persons or entities in the case of a JV. If more than one Bid is received from a Bidder (or, in the case of a JV, from the persons or entities), all such Bids shall 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 Bidder team by more than one Bidder.
- 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 Bidder or as part of a JV Bidder, shall be proposed as a member of another Bidder team, either as a subcontractor/sub-consultant or specialist or as part of another JV Bidder. Failure to comply with this limitation will result in all Bids so involved being rejected.
- 8.4 Any JV entered into for the provision of professional services or other goods/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 Bidder 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 Bidder, in submitting a Bid, confirms that the Bidder 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 Bid, the Bidder certifies that the Bidder team and Key Personnel are in compliance with the requirements of 9.1 above. The Bidder acknowledges that the PPS reserves the right to verify any information in this regard and that false or erroneous certification may result in their Bid being rejected.

10. COMPOSITION AND INTEGRITY OF THE BIDDER TEAM

- 10.1 By submitting a Bid, the Bidder represents and warrants that the Contractors, subcontractors/sub-consultants and Key Personnel (where applicable) proposed to perform the required Work will be the ones that will perform the Work under any contractual arrangement arising from this solicitation. The Bidder team and the Key Personnel named in the Bid shall remain in their designated roles for the duration of the Contract.
- 10.2 Should the Key Personnel named in a Bidder's submission leave or become unavailable or unable to perform their duties for reasons beyond the Bidder's reasonable control, the Bidder 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 Bidder shall promptly submit resume(s) of a proposed replacement.
- 10.3 If the Bidder has proposed any person who is not an employee of the Bidder, the Bidder 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 Invitation to Tender (ITT), the Bid under the second step (the ITT) must be made in the same name as the person(s) or entity(ies) named as the Bidder in the first step (the RFPQ). Bidders must as well utilize, in the preparation of their Bid, the same Bidder team named under the RFPQ step.

11. CONFLICT OF INTEREST - UNFAIR ADVANTAGE

- 11.1 By submitting a Bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder 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. Bidders 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 Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - a) having, or having access to, confidential information of the PPS in the preparation of its Bid that is not available to other Bidders;
 - b) 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
 - c) engaging in a conduct that compromises, or could be seen to compromise, the integrity of the RFX process. or
 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:
 - a) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - b) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.
- 11.3 The experience acquired by a Bidder who is providing or has provided the goods and services described in this solicitation 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 Bidder remains, however, subject to the criteria established above.

12. LITIGATION

- 12.1 In submitting a Bid, the Bidder represents and warrants that neither the Bidder nor any of the Bidder'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 Bidder or one or more of the Bidder's officers, employees, subcontractors, subconsultants or specialists included in this Bid 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 Bidder from further participation in the solicitation process, or for requiring

that the Bidder 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 Bidder has made a misrepresentation, the PPS may disqualify the Bidder or terminate any Contract awarded to the Bidder pursuant to this procurement process.
- 12.4 The PPS may reject a Bid from a Bidder 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 Bid, the Bidder, and each firm, corporation or individual member of the Bidder, represents and confirms to the PPS, with the knowledge and intention that the PPS may rely on such representation and confirmation, that its Bid has been prepared without collusion or fraud, and in fair competition with the other Bidders.

14. ANTI-BRIBERY

- 14.1 The Bidder 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 Bidder 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 Bidder 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 Bidder must immediately declare it to the PPS.
- 14.3 The Bidder 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 Bidder becomes aware of any matter that causes or is likely to cause a conflict in relation to the Bidder's performance under the Contract, the Bidder must immediately disclose such matter to the PPS in writing.
- 14.4 If the PPS believes a conflict exists as a result of the Bidder's disclosure or as a result of any other information brought to the PPS' attention, the PPS may require the Bidder 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 Bidder, its personnel, subcontractors, subconsultants or specialists, which may or may appear to impair the ability of the Bidder to perform the Work diligently and independently.

15. LEGAL CAPACITY

15.1 The Bidder must have the legal capacity to enter into a Contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder 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 Bidders submitting a Bid as a JV.

16. FINANCIAL CAPABILITY

16.1 The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some financial information during or after the evaluation of Bids. The Bidder 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 Bidder'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 Bid is found to be non-compliant on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification shall be provided to the Bidder.

17. COMPLETION OF A BID

17.1 The Bidder shall base its Bid on the applicable RFX documents listed in this solicitation.

17.2 Unless specified otherwise elsewhere in the RFX documents:

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

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

17.4 The Bid Form shall be accompanied by:

1. A Bid Bond, if required, as specified in Clause [18](#), and
2. any other document or documents specified elsewhere in the RFX documents where it is stipulated that they are to accompany the Bid.

17.5 Any modification, condition or qualification mentioned or provided with the Bid shall render the Bid invalid and be direct cause for disqualification. Subject to the provisions of Clause 22, failure to provide the information requested in the RFX documents may render the Bid invalid.

17.6 Only the signed and duly completed Bid Form submitted in accordance with Section 18 will be accepted as a valid Bid.

18. SUBMISSION OF A BID

- 18.1 Timely and correct submission of a Bid is the sole responsibility of the Bidder. All risks and consequences of incorrect submission of a Bid are the responsibility of the Bidder.
- 18.2 Bids submitted after the stipulated Closing Date and Time will not be accepted.
- 18.3 Bids and supporting information may be submitted in either English or French.
- 18.4 Bids shall be received through the Electronic Bid System and the system's identification and authentication process.
- 18.5 Submittals in alternative formats, including without limitation those submitted verbally, by telephone, fax, paper copies or mail, will be disregarded or disqualified.
- 18.6 It is the Bidder's responsibility to:
1. Ensure that the Bidder's name, return address, the solicitation number and description, are clearly indicated on their Bid.
 2. Submit a duly completed and signed attached **BID FORM** and **BID BOND** (if requested in the RfX document).
 3. Provide a comprehensive and sufficiently detailed Bid and all requested pricing details to permit a complete evaluation in accordance with the criteria set out in this solicitation.
- 18.7 Bids will remain open for acceptance for a period of not less than sixty (60) days from the solicitation Closing Date.

19. BID SECURITY REQUIREMENTS

- 19.1 When specifically called for it in the RfX document, the Bidder shall submit a Bid Bond with their Bid, in the form of an electronic Bid Bond or, at the request of the PPS send by mail a signed and sealed original Bid Bond, in an amount that is equal to not less than 10 percent of the Bid Price. Federal and provincial sales taxes shall not be included when calculating the amount of any Bid Bond that may be required. The maximum amount of Bid Bond required with any Bid is \$2,000,000.00.
- 19.2 A Bid Bond shall be:
1. signed and sealed; and
 2. issued by an approved company whose bonds are acceptable to the Government of Canada or that is listed on the Treasury Board Secretariat's website at <http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=14494> (scroll down to "Appendix L – Acceptable Bonding Companies").

20. CONTRACT SECURITY

- 20.1 Contract security is required when bid security is called for in the RfX document. The lowest compliant Bidder, should its Bid being accepted, shall furnish a **Performance Bond** and a **Labour and Material Payment Bond**, each in the amount of 50% of the Contract price.

21. REVISION OF BID

- 21.1 A Bid submitted may be amended provided the revision is received prior to the Closing Date and Time by submitting a modified Bid in accordance with Clause 18.
- 21.2 Failure to comply with the above provision will result in the rejection of the revision(s). The Bid shall be evaluated based on the original Bid submitted.

22. LATE BID

- 22.1 Bids transmitted through the Electronic Bid System after the stipulated Closing Date or Closing Time will not be accepted.

23. ACCEPTANCE OR REJECTION OF A BID

- 23.1 It is our intent to award this contract to the Bidder that submits the lowest compliant Bid. However, the PPS may accept any Bid, reject any or all Bids or cancel the solicitation at any time.
- 23.2 Bids may be accepted by the PPS in whole or in part. The PPS may award one or more Contracts to conduct the required Work.
- 23.3 The PPS reserves the right to accept the Bid that it deems in its sole discretion most advantageous. The Bid having the lowest cost to the PPS or any Bid 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 Bidder to complete the Work required in the Bid;
 2. the reputation and experience of the Bidder;
 3. the amount of local labour and materials;
 4. the completion date;
 5. Bidder's past performance on previous or existing Contract(s);
 6. the use of equivalence alternates.
- 23.4 Should there be, in the opinion of the PPS, an insufficient number of Bidders to permit a competition, the PPS reserves the right (but will not be obligated) to cancel the solicitation or to modify the requirements and re-publish the solicitation using the same or a different approach including, but not limited to, inviting specific Bidders or, in the case of a prequalification in a two-step process, forgoing the prequalification process and opening the solicitation process to any or all Bidders. The assessment of the sufficiency of number of prequalified Bidders shall be at the PPS' sole and absolute discretion. However, in the case of a single compliant or non-compliant Bid, PPS reserves the right to:
- a) negotiate with the single Bidder,
 - b) cancel the solicitation,
 - c) invite a new Bidder(s), or

- d) modify the requirements and republish the solicitation using the same or a different approach.
- 23.5 The PPS is not obliged to open the Bid(s) publicly, or to provide reasons to any Bidder with respect to any use of the PPS' discretion.
- 23.6 Bids received before the RFX Closing Date and Time will become the property of the PPS and will not be returned. All Bids will be treated as CONFIDENTIAL, subject to any relevant laws, regulations or an order of a court or tribunal.
- 23.7 Without limiting the generality of clause 23.1, the PPS may reject a Bid, or parts thereof, if:
- 1. any information contained in the certification contemplated in the Bid is determined to be untrue in any respect by the PPS.
 - 2. a Bidder 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 Bidder's subcontractors, sub-consultants or specialists included as part of the Bid has been declared ineligible for selection, following unsatisfactory performance in a previous Contract as determined by the PPS.
 - 4. the Bidder 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 behavior, the Bidder, a subcontractor, a 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 Bidder's hands with respect to a contract with the Bidder, any of its employees, any subcontractor, subconsultant or specialist included as part of its Bid; or
 - b) The PPS determines that the Bidder'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 Bidder, 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 Bidder, 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 Bidders and that would, in the PPS' opinion, give or appear to give the Bidder an unfair advantage.

- c) the Bidder, 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 Bidder has failed to comply with the requirements of 11.1. or
 - e) the Bidder does not have the legal capacity or financial capability to contract.
- 23.8 The PPS' right to select any Bid 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 Bidders. By submitting a Bid, a Bidder shall be deemed to have waived any objection it might have concerning the selection of a Bid for which the PPS' discretion was exercised.
- 23.9 The selected Contractor will be required to comply with its Bid 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 Bidder; 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 Bid.
- 23.10 The PPS reserves the right, at its sole discretion, to negotiate or invite new Bids, in cases where the lowest compliant Bid exceeds the PPS' budget. Negotiations or the invitation of new Bids will be conducted as follows:
- 1. In the event that the lowest compliant Bid exceeds the amount of funding the PPS has allocated for the Work:
 - a. by **15% or less**, the PPS, at its sole discretion, may either:
 - .1 cancel the solicitation;
 - .2 obtain additional funding and, subject to the provisions of Clause 23 of the Instructions to Bidders, award the Contract to the Bidder who has submitted the lowest compliant Bid; or
 - .3 revise the scope of the work accordingly, and/or negotiate with the Bidder who has submitted the lowest compliant Bid, a corresponding reduction in its Bid Price.
 - b. by **more than 15%**, the PPS, at its sole discretion, may either:
 - .1 cancel the solicitation;

- .2 obtain additional funding and, subject to the provisions of Clause 23 of the Instructions to Bidders, award the Contract to the Bidder who has submitted the lowest compliant Bid; or
 - .3 revise the scope of the work accordingly and invite those who submitted compliant Bids against the original solicitation to re-tender the Work.
 2. If negotiations or re-tender are undertaken as it is contemplated above, Bidders shall retain the same subcontractors and suppliers carried in their original Bid submissions.
 3. If the PPS elects to negotiate a reduction in the Bid Price and the negotiations fail to reach an agreement, the PPS may then cancel the solicitation.
- 23.11 The PPS' right to select any Bid shall not be limited by the fact that the PPS may have exercised any discretion reserved in the RFX documents, including for clarity, these Instructions to Bidders. By submitting a Bid, a Bidder shall be deemed to have waived any objection it might have concerning the selection of a Bid for which the PPS' discretion was exercised.

24. RIGHT TO REQUEST CLARIFICATION OR CONFIRMATION

- 24.1 The PPS reserves the right to request clarifications or confirmations from any or all Bidders 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 Bidder's contact in their submission. A written response to each such communication is required from the Bidder within the timeframe stipulated by the PPS.
- 24.2 Additionally, the PPS may request clarification where any Bidder'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.

25. ALTERNATIVE MATERIALS & PRICES

- 25.1 Whenever a material is specified by a trade name or by manufacturer's name, the Bid shall be based on the use of the named material or on the use of an alternative material which has been accepted pursuant to a request that has been submitted to the PPS. During the tender period, alternative materials will be considered provided full technical data is received in writing by the Contracting Authority named in the RFX document at least ten (10) working days prior to the closing date. If any alternative material is approved for the purpose of the tender, an Amendment to the RFX documents will be issued by the PPS.
- 25.2 Bidders shall not submit alternative prices for the Work or part of the Work, except when specifically called for in the RFX documents.

26. COST BREAKDOWN

- 26.1 When requested by the PPS, Bidder(s) shall provide a cost breakdown with the level of details requested.

26.2 The cost breakdown may be used for evaluation purposes or for negotiations when required, and to assess progress and payments.

27. ABNORMALLY LOW, UNBALANCED OR FRONT LOADED BID

27.1 An abnormally low Bid is one where the Bid Price appears so low that it raises material concerns as to the capability of the Bidder 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 Bidder, including detailed price analyses of its Bid Price 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 Bidder has failed to demonstrate its capability to perform the Contract for the offered price, the PPS will reject the Bid.

27.2 If the Bid Price is, in the PPS' opinion, seriously unbalanced or front-loaded, the PPS may require the Bidder to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the Bid 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 Bidder, the PPS may accept or reject the Bid.

28. COMMENCEMENT OF THE WORK

28.1 The submission of a Bid constitutes the Bidder's agreement to commence and execute the Work promptly as required and when requested, without interruption, until completion.

28.2 Upon receipt of an award letter (if applicable), 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.

28.3 Transition Period (as applicable)

1. The Bidders acknowledge that the nature of the Work required may require continuity and that a transition period may be required at the end of the Contract.
2. The Bidders 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, they will be paid in accordance with the applicable provisions as set out in the submitted Bid Price.
4. When a transition period is required, the Contracting Authority will issue an Amendment to extend the Contract as deemed necessary.

29. DEBRIEFING

29.1 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 Bidder’s Bid was not successful, making reference to the evaluation criteria. No information relating to other Bids will be provided.

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

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

30. ORDER OF PRECEDENCE

30.1 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 Bid

31. FEDERAL AND PROVINCIAL TAXES

31.1 Bidders should not include any amounts in their Bid 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.

32. PERFORMANCE EVALUATION

32.1 Bidders 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. goods, 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.

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

Criteria	Weight	Scale
Quality of Work	30	Score of 1 – Unacceptable: Major gaps exist. 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. Score of 3 – Satisfactory Performance: The performance addressed
Administration/ Management/ Health & Safety	20	
Schedule	25	

Cost Control	25	<p>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>
Total Score	100	

32.3 Bidding privilege will be suspended if:

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

32.4 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.

33. INTEGRITY AGREEMENT

33.1 To ensure fairness, openness and transparency; by submitting a Bid, the Bidder 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.

33.2 The PPS will declare a Bid noncompliant 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.

33.3 The PPS will have the right to terminate the Contract for default if:

1. It is determined, after contract award, that the Bidder made a false declaration, or
 2. During the Contract, the Bidder is convicted for any of the conducts stated above; in this case the Bidder will have the obligation to disclose promptly such circumstance.
- 33.4 By signing the Bid Form, the Bidder 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.

34. NON-DISCLOSURE AGREEMENT

- 34.1 THIS NON-DISCLOSURE AGREEMENT (hereinafter called "Agreement") is entered into between the Parliamentary Protective Service (hereinafter called "The PPS") and every Bidder (hereinafter called "Company") participating in this solicitation.
- 34.2 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 Bidder 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.
- 34.3 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.
- 34.4 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.
- 34.5 The Company agrees that the obligation of this Contract will survive the completion of all associated Work under the Contract.
- 34.6 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.
- 34.7 This Agreement supersedes any and all previous non-disclosure agreements between the Company and the PPS.

- 34.8 This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.
- 34.9 The Bidder hereto has caused this Agreement to be agreed to by signing the Price Bid Form by their respective duly authorized representative.