



NATIONAL CAPITAL COMMISSION
COMMISSION DE LA CAPITALE NATIONALE

**PART 3 - TERMS AND CONDITIONS
FOR NCC REQUEST FOR QUOTATIONS**



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1. GENERAL INFORMATION AND INSTRUCTIONS

1.1. Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements either as part of its quotation or after receiving notice of selection, may be disqualified.

1.2. Quotations in English or French

All quotations are to be in English or French only.

1.3. No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, and the content of websites or other external documents referred to in the respondent's quotation but not attached will not be considered to form part of its quotation.

1.4. Past Performance

In the evaluation process, the NCC may consider the respondent's past performance or conduct on previous contracts with the NCC or other institutions.

1.5. Information in RFQ Only an Estimate

The NCC and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Work. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

1.6. Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

1.7. Quotation to be Retained by the NCC

The NCC will not return the quotation or any accompanying documentation submitted by a respondent.

1.8. No Guarantee of Volume of Work or Exclusivity of Contract

The NCC makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Work. The NCC may contract with others for goods and services the same as or similar to the Work or may obtain such goods and services internally.

2. COMMUNICATION AFTER ISSUANCE OF RFQ

2.1. Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The NCC is under no obligation to provide additional information, and the NCC is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The NCC is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

2.2. All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If the NCC, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by the NCC.

2.3. Post-Deadline Addenda and Extension of Submission Deadline

If the NCC determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the NCC may extend the Submission Deadline for a reasonable period of time.



2.4. Verify, Clarify, and Supplement

When evaluating quotations, the NCC may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation. The NCC may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3. NOTIFICATION AND DEBRIEFING

3.1. Notification to Other Respondents

Once the Contract is executed by the NCC and a respondent, the other respondents shall be notified directly in writing of the outcome of the procurement process.

3.2. Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within fifteen (15) days of such notification. The RFQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur in person at the NCC's location or by way of conference call or other remote meeting format as prescribed by the NCC.

3.3. Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- a) a clear statement as to which procurement the respondent wishes to challenge;
- b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- c) the respondent's contact details, including name, telephone number and email address.

The NCC will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the NCC will provide the respondent with a formal response.

4. CONFLICT OF INTEREST AND PROHIBITED CONDUCT

4.1. Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the NCC in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair;
- b) in relation to the performance of its contractual obligations under a contract for the Work, the respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.



4.2. Disqualification for Conflict of Interest

The NCC may disqualify a respondent for any conduct, situation, or circumstances, determined by the NCC, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the NCC may be precluded from participating in the RFQ process in instances where the NCC has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

4.3. Disqualification for Prohibited Conduct

The NCC may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the NCC determines that the respondent has engaged in any conduct prohibited by this RFQ.

4.4. Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

4.5. Respondent Not to Communicate with Media

Respondents must not at any time directly or indirectly communicate with the media in relation to this RFQ or any contract entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

4.6. No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

4.7. Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical

conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the NCC; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

4.8. Supplier Suspension

The NCC may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- a) illegal or unethical conduct as described above;
- b) the refusal of the supplier to honour its submitted pricing or other commitments;
- c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- d) any conduct, situation, or circumstance determined by the NCC, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the NCC will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the NCC in making its final decision.

5. CONFIDENTIAL INFORMATION

5.1. Confidential Information of the NCC

All information provided by or obtained from the NCC in any form in connection with this RFQ either before or after the issuance of this RFQ:

- a) is the sole property of the NCC and must be treated as confidential;
- b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Work;



- c) must not be disclosed without prior written authorization from the NCC; and
- d) must be returned by the respondent to the NCC immediately upon the request of the NCC.

5.2. Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the NCC. The confidentiality of such information will be maintained by the NCC, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by the NCC to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

6. PROCUREMENT PROCESS NON-BINDING

6.1. No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

this RFQ will not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

neither the respondent nor the NCC will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

6.2. No Contract until Execution of Written Contract

This RFQ process is intended to solicit non-binding quotations for consideration by the NCC and may result in an invitation by the NCC to a respondent to enter into the Contract. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and the NCC by this RFQ process until the execution of a

written contract for the acquisition of such goods and/or services

6.3. Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written contract, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the NCC to enter into a contract for the Work.

6.4. Cancellation

The NCC may cancel or amend the RFQ process without liability at any time.

6.5. Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- c) are to be governed by and construed in accordance with the laws of the province where the services are principally performed and the federal laws of Canada applicable therein.