

**Request for Proposal**

**For**

**Various Medical Assessment Services  
for the Parliamentary Protection Services**

**Request for Proposal No: PPS-RFP-2021-075**

**Date of Issue: 2021-05-17**

**Submission Deadline: 2021-06-04**

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### PART 1 – INTRODUCTION

#### 1.1 **Invitation to Bidders**

This Request for Proposals (“the RFP”) issued by the Parliamentary Protective Service (PPS) is an invitation to submit non-binding offers for the provision of the **Various Medical Services** as further described in Appendix D, for the prices established in Appendix C. The Bidder selected pursuant to this RFP process will be informed in writing. Bidders not selected will also be informed in writing.

#### **Consortium or Joint Venture Proposals**

Responses submitted by a Bidder that consists of more than one legal entity or person (such as consortia or joint ventures) will be accepted with the understanding that PPS shall regard only one of the parties of the consortium or joint venture as the prime Supplier. Responses shall clearly indicate which party is the prime Supplier. The prime Supplier shall be solely accountable for all additional parties. PPS will enter into an agreement only with the prime supplier.

#### 1.2 **Type of Agreement for Deliverables**

It is the Parliamentary Protective Service’s intention to enter into an agreement with one legal entity. **The term of the agreement is to be for a period of three (3) years, with options in favour of the Parliamentary Protective Service to extend the agreement on the same terms and conditions for up to two (2) one year period.**

#### 1.3 **No guarantee of Volume of Work or Exclusivity of Agreement**

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

#### 1.4 **Submission Instructions**

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

Issue Date of RFP	<b>2021-05-17</b>
Deadline for Questions	<b>2021-05-27 at 12:00 EDT</b>
Submission Deadline	<b>2021-06-04 at 14:00 EDT</b>

The above timetable is a tentative schedule, and may be amended by the Parliamentary Protective Service at any time.

Bidders must submit their Submission Form (Appendix B) in the form prescribed herein by the Submission Deadline to the Parliamentary Protective Service Contact identified below in the manner set out below:

1.4.2 Parliamentary Protective Service Contact:  
Anne McMartin  
E-mail: [Anne.McMartin@pps-spp.parl.gc.ca](mailto:Anne.McMartin@pps-spp.parl.gc.ca)

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### PART 1 – INTRODUCTION

- 1.4.3 Responses must be submitted electronically to the email address listed above. No hard copies will be accepted.
- 1.4.4 Bidders are solely responsible for the delivery of their responses in the manner and time prescribed. Responses received after the Submission Deadline will be rejected.
- 1.4.5 All responses must include the following mandatory forms:
  - 1.4.5.1 Proposal Submission Form (Appendix B), completed in its entirety and signed by an authorized representative of the Bidder;
  - 1.4.5.2 Pricing Structure Form (Appendix C), completed in accordance with the instructions contained within Appendix C, Pricing Structure Form.
  - 1.4.5.3 Other than inserting the information requested on these mandatory forms, a Bidder may not make any changes to any of the forms.

### 1.5 Communications During Solicitation Period

- 1.5.1 Unless otherwise specified, all enquiries concerning this RFP must be received by email no later than 12:00:00 (noon) on May 27th, 2021 to the following PPS contact:  
Anne McMartin  
Procurement  
155 Queen Street, 4<sup>th</sup> Floor  
Ottawa ON K1A 0B8  
Email: [Anne.McMartin@pps-spp.parl.gc.ca](mailto:Anne.McMartin@pps-spp.parl.gc.ca)
- 1.5.2 All questions submitted by Bidders by email to the PPS Contracting Authority will be deemed to be received once the email has entered the PPS' email inbox. No such communications are to be directed to anyone other than the PPS Contracting Authority named above in clause 1.5.1. Questions received after the closing time may not be answered.
- 1.5.3 PPS is under no obligation to provide additional information, and PPS will not be responsible for any information provided by or obtained from any source other than the PPS Contracting Authority.
- 1.5.4 It is the responsibility of the Bidder to seek clarification from the PPS Contracting Authority prior to the time set out in clause 1.5.1 on any matter it considers to be unclear. PPS will not be responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.

### 1.6 Amendment and Withdrawal of Responses

- 1.6.1 Bidders may amend their responses prior to the closing date of the RFP by submitting the amendment electronically to the PPS email address listed in 1.4.2. The amendment must contain the RFP title and number and the full legal name of the Bidder. Any such amendment should clearly indicate which part of the response the amendment is intended to replace.

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### **PART 1 – INTRODUCTION**

- 1.6.2 At any time throughout the RFP process, a Bidder may withdraw a submitted response. To effect a withdrawal, a notice of withdrawal must be sent to the Parliamentary Protective Service Contact and must be signed by an authorized representative. The Parliamentary Protective Service is under no obligation to return withdrawn responses.

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### PART 2 – EVALUATION OF PROPOSALS

#### 2.1 Evaluation of Responses

- 2.1.1 An Evaluation Team has been assembled to review the responses, assess their compliance against the selection and evaluation criteria of this RFP, and consider accepting the responses of one or more compliant Bidders. The criteria to be used by the Evaluation Team to assess and rate the responses are shown in Appendix E, Evaluation Criteria and Financial Evaluation. All aspects of the criteria should be thoroughly addressed by Bidders. Those Bidders responding with unqualified phrases such as "we comply", will not be rated as highly as those Bidders that described in some detail just how they comply.
- 2.1.2 While price is a factor in the selection of the successful Bidder(s), other criteria are weighted and will be evaluated accordingly.

#### 2.2 Stages of Evaluations

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

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

###### Submission and Rectification Period

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

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

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

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

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

- 2.2.2 **Stage II will consist of a scoring on the basis of the Rated Criteria as set out in Appendix E.** Subject to the Terms of Reference and Governing Law, the top-ranked Bidder as established under the evaluation will be selected to enter into an agreement for the provision of the Deliverables. The selected Bidder will be expected to enter into an agreement within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the Bidder and the selection of another Bidder, or the cancellation of the RFP.

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### PART 2 – EVALUATION OF PROPOSALS

#### 2.3 **Mandatory Requirements**

##### 2.2.1 **Submission Form**

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

##### 2.2.2 **Pricing Form**

Bidders must complete the Pricing Structure Form (Appendix C) and include with its response.

#### 2.3 **Rated Criteria**

In addition to submitting the Proposal Submission Form, noted above, Bidders should respond to the non-price factors described in Appendix E.

#### 2.4 **Tie Score**

In the event of a tie score, the selected Bidder will be determined by way of a coin toss.

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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.1 **BIDDERS TO FOLLOW INSTRUCTIONS**

Bidders should structure their responses in accordance with the instructions in the RFP. Where information is requested in the RFP, any response made in a proposal should reference the applicable clause numbers of the RFP where that request was made.

In the event of any discrepancies between the English and French versions of this RFP, the English version of the RFP document will prevail.

In the event of any discrepancies between the notice posted on Buy and Sell and this RFP document, the information in this RFP document will prevail.

#### 3.2 **COMMUNICATION OF RFP DOCUMENTS AND ADDENDA**

The Parliamentary Protective Service will only post RFP documents and any associated Addenda via email.

#### 3.3 **INFORMATION IN RFP AN ESTIMATE ONLY**

The Parliamentary Protective Service makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the opportunity. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

#### 3.4 **BIDDERS SHALL BEAR THEIR OWN COSTS**

Each Bidder shall bear all costs associated with or incurred in the preparation and presentation of its response, including, if applicable, costs incurred for acceptance testing or presentations.

#### 3.5 **COMMUNICATION AFTER ISSUANCE OF RFP**

##### 3.5.1 **Bidders to Review RFP**

3.5.1.1 Bidders should promptly examine all of the documents comprising the RFP, and

- (a) report any errors, omissions or ambiguities; and
- (b) direct questions or seek additional information by email to the Parliamentary Protective Service Contact as set out in Part 1, clause 1.4.2.

3.5.1.2 The Parliamentary Protective Service is under no obligation to provide additional information, and the Parliamentary Protective Service is not responsible for any information provided by or obtained from any source other than the Parliamentary Protective Service Contact.

3.5.1.3 It is the responsibility of the Bidder to seek clarification from the Parliamentary Protective Service Contact on any matter it considers to be unclear. The Parliamentary Protective Service is not responsible for any misunderstanding on the part of the Bidder concerning the RFP or the procurement process.



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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.5.2 All New Information to Bidders by Way of Addenda

3.5.2.1 The RFP may be amended only by an addendum in accordance with this clause. If the Parliamentary Protective Service, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Bidders by addenda. Each addendum forms an integral part of the RFP.

3.5.2.2 Such addenda may contain important information, including significant changes to the RFP. Bidders are responsible for obtaining all addenda issued by the Parliamentary Protective Service. In the Proposal Submission Form (Appendix B), Bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

#### 3.5.3 Post-Deadline Addenda and Extension of Submission Deadline

If any addendum is issued after the Deadline for Issuing Addenda (if applicable), the Parliamentary Protective Service may at its discretion extend the Submission Deadline for a reasonable amount of time.

#### 3.5.4 Verify, Clarify & Supplement

When evaluating responses, the Parliamentary Protective Service may request further information from the Bidder or third parties in order to verify, clarify or supplement the information provided in the Bidder's response. The Parliamentary Protective Service may revisit and re-evaluate the Bidder's response or ranking on the basis of any such information.

#### 3.5.5 No Incorporation by Reference

The entire content of the Bidder's response should be submitted in a fixed form (PDF format).

The content of websites or other external documents referred to in the Bidder's response will not be considered to form part of its response. Bidders should include any reference material they wish to be considered for evaluation within their response. Any material or documents outside the response will not be considered. Should a Bidder wish to provide screen shots of its website for evaluation, copies or printouts of website material should be included within the response. URL links to the Bidder's website will not be considered by the Parliamentary Protective Service Evaluation Team.

#### 3.5.6 Responses to be retained by the Parliamentary Protective Service

The Parliamentary Protective Service will not return the response or any accompanying documentation submitted by a Bidder.

### 3.6 NEGOTIATIONS, NOTIFICATION AND DEBRIEFING

#### 3.6.1 Selection of Highest-Ranked Bidder

The highest-ranked Bidder, as established under Part 2, Evaluation of Responses, will receive a written invitation to enter into negotiations with the Parliamentary Protective Service.

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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.6.2 Timeframe for Negotiations

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

#### 3.6.3 Process Rules for Negotiation

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

#### 3.6.4 Terms and Conditions

The terms and conditions that will form any resulting agreement will be provided to the highest-ranked Bidder prior the commencement of the negotiation process, and will form the starting point for negotiation.

#### 3.6.5 Failure to Enter Into Agreement

Bidders should note that if the parties cannot execute an agreement within the allotted five (5) business days, the Parliamentary Protective Service may invite the next highest-ranked Bidder to enter into negotiations. In accordance with the process rules in this Part 3, Terms and Conditions of the Procurement Process and clause 2 of Appendix B, the Proposal Submission Form, there will be no legally binding relationship created with any Bidder prior to the execution of a written agreement. With a view to expediting agreement formalization, at the midway point of the above-noted timeframe, the Parliamentary Protective Service may elect to initiate concurrent negotiations with the next-highest-ranked Bidder. Once the above-noted timeframe lapses, the Parliamentary Protective Service may discontinue further negotiations with the highest-ranked Bidder. This process will continue until an agreement is formalized, until there are no more Bidders remaining that are eligible for negotiations or until the Parliamentary Protective Service elects to cancel the procurement process.

#### 3.6.6 Notification to Other Bidders

Other Bidders that become eligible for negotiations will be notified at the commencement of their respective negotiations. Once an agreement is executed between the Parliamentary Protective Service and a Bidder, the other Bidders may be notified directly in writing and/or will be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the agreement.

#### 3.6.7 Debriefing

Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing to the Parliamentary Protective Service Contact and must be made within thirty (30) calendar days of notification of award. The intent of the debriefing information session is to aid the Bidder in

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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

#### **3.7 CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

##### **3.7.1 Conflict of Interest**

The Parliamentary Protective Service may disqualify a Bidder for any conduct, situation or circumstances, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, “Conflict of Interest” will have the meaning ascribed to it in clause 7 of the Proposal Submission Form (Appendix B).

##### **3.7.2 Prohibited Bidder Communications**

Bidders will not engage in any communications as described in clause 7.1.2 of the Proposal Submission Form (Appendix B). Bidders should also take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix B).

##### **3.7.3 Bidder Not to Communicate with Media**

Bidders may not at any time directly or indirectly communicate with the media in relation to the RFP or any agreement awarded pursuant to the RFP without first obtaining the written permission of the Parliamentary Protective Service Contact.

##### **3.7.4 No Lobbying**

Bidders may not in relation to the RFP or the evaluation and selection process in respect thereof, engage in any form of political or other lobbying whatsoever to influence the selection of the approved Bidder(s). Further, no Bidder or any person affiliated to a Bidder will attempt to communicate in relation to the RFP or a Bidder’s response, directly or indirectly, with any director, officer, employee or other representative of the Parliamentary Protective Service, except as expressly directed or permitted by the RFP.

##### **3.7.5 Illegal or Unethical Conduct**

Bidders will not engage in any illegal bidding practices, including such activities as bid-rigging, price-fixing, bribery, fraud or collusion. Bidders will not engage in any unethical conduct, including lobbying or other inappropriate communications, offers of gifts to Parliamentary Protective Service employees, deceitfulness, submitting responses containing misrepresentations or other misleading or inaccurate information, or any other conduct that compromises or may be seen to compromise the procurement process.

##### **3.7.6 Past Performance or Inappropriate Conduct**

The Parliamentary Protective Service may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct includes but is not be limited to the following: (a) the submission of quotations containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of a supplier to honour its pricing or other commitments made in a response or bid; or (c) any other conduct, situation or circumstance, as solely determined by the Parliamentary Protective Service, that constitutes a Conflict of Interest. For the purposes of this clause, “Conflict of Interest” will have the meaning ascribed to it in the Proposal Submission Form (Appendix B).

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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.8 **CONFIDENTIAL INFORMATION**

3.8.1 All information provided by or obtained from the Parliamentary Protective Service in any form in connection with the RFP either before or after the issuance of the RFP

3.8.1.1 is the sole property of the Parliamentary Protective Service and must be treated as confidential;

3.8.1.2 is not to be used for any purpose other than replying to the RFP and the execution of any subsequent agreement;

3.8.1.3 must not be disclosed without prior written authorization from the Parliamentary Protective Service; and

3.8.1.4 will be returned by the Bidders to the Parliamentary Protective Service immediately upon the request of the Parliamentary Protective Service.

#### 3.8.2 **Confidential Information of Bidder**

Bidders should identify any information in their response or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Parliamentary Protective Service. The confidentiality of such information will be maintained by the Parliamentary Protective Service, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of their responses. If a Bidder has any questions about the collection and use of information pursuant to the RFP, questions are to be submitted to the Parliamentary Protective Service Contact.

#### 3.9 **PROCUREMENT PROCESS NON-BINDING**

##### 3.9.1 **No Contract A and No Claims**

The procurement process is not intended to create and does not create a Contract A bidding process nor any contractual or other legally enforceable obligations. The procurement process is instead governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

3.9.1.1 Neither the Bidder nor the Parliamentary Protective Service has the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of an agreement, failure to award an agreement or failure to honour a response to the RFP.

##### 3.9.2 **No agreement until execution of written agreement**

The procurement process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between a Bidder and the Parliamentary Protective Service by the procurement process. An agreement will only exist following successful negotiation and execution of a written agreement for the acquisition of goods and/or services.

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### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

#### 3.9.3 **Non-binding price estimates**

While the pricing information provided with responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of responses and the ranking of the Bidders. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could have an adverse impact on any such evaluation, ranking or agreement award.

#### 3.9.4 **Disqualification for Misrepresentation**

The Parliamentary Protective Service may disqualify the Bidder or rescind an agreement subsequently entered into if the Bidder's response contains misrepresentations or any inaccurate, misleading or incomplete information.

#### 3.9.5 **References and Past Performance**

The Parliamentary Protective Service's evaluation may include information provided by the Bidder's references and may also consider the Bidder's past performance on previous agreements with the Parliamentary Protective Service.

#### 3.9.6 **Cancellation**

The Parliamentary Protective Service may cancel or amend this procurement process without liability at any time.

### 3.10 **GOVERNING LAW AND INTERPRETATION**

#### 3.10.1 **Governing Law**

The terms and conditions in this Part 3, Terms and Conditions of the Procurement Process are:

3.10.1.1 included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);

3.10.1.2 non-exhaustive (and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and

3.10.1.3 to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 1. **GOVERNING LAWS AND JURISDICTION**

The Framework Agreement shall, for all purposes, be governed by and construed in accordance with the laws of the Province of Ontario. The Supplier irrevocably attorns to the exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or related to this agreement and related purchase orders.

#### 2. **PRIORITY OF DOCUMENTS**

The documents specified below form part of and are incorporated into the Framework Agreement. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears shall prevail over the wording of any document that subsequently appears on the list.

- 2.1. Section A, Framework Agreement Terms and Conditions;
- 2.2. Section B, Statement of Requirements;
- 2.3. Section C, Pricing Structure;
- 2.4. Appendix A, Resulting Purchase Orders Terms and Conditions.

#### 3. **TIME IS OF THE ESSENCE**

The work must be performed within or at the time stated in the Framework Agreement or any Purchase Order issued against the Framework Agreement.

#### 4. **REQUIREMENT**

The Supplier shall use the methodology described in its proposal, provide the services required to meet the requirements set out in Section B, as specified in this Framework Agreement.

#### 5. **STATUS OF CAPACITY**

The Supplier has represented and does hereby warrant that:

- 5.1 it has the personnel, experience, qualifications, equipment, facilities and all other skills and resources necessary to provide the goods and/or services to the Parliamentary Protective Service required herein and to do so in an efficient and timely manner, and
- 5.2 all goods and/or services provided under this agreement shall meet or exceed industry standards and shall be provided in accordance with applicable law.

#### 6. **PERIOD OF FRAMEWORK AGREEMENT**

6.1 The Supplier will perform the tasks and provide the services outlined herein and any attached Schedules and/or Appendices, from the date of award for a period of five (5) years, in accordance with the Terms and Conditions listed herein.

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- 6.2 The Parliamentary Protective Service reserves the irrevocable option of extending this agreement under the same terms and conditions for an additional three (3) one (1) year periods.
- 6.3 The last day of the term or any extension of the term of this agreement indicated on page one (1) shall be known as the expiry date. This is the last day that an order may be issued pursuant to this agreement. All such orders are to be honoured, notwithstanding that delivery will occur after the expiry date of the Framework Agreement. Delivery must be completed within thirty (30) days after the expiry date of this Framework Agreement. No order is to be issued pursuant to this Framework Agreement after the expiry date.

#### 7. **PRICE CERTIFICATION**

Negotiated prices will be firm for the period of the Framework Agreement. Any subsequent price increase must be submitted and justified in writing with a thirty (30) calendar days' notice and must be approved by the Parliamentary Protective Service' Contracting Authority.

#### 8. **LIMITATION OF EXPENDITURE**

No increase in the total liability of the Parliamentary Protective Service with regard to the price of the goods and/or services resulting from any design changes, modifications or interpretation of specifications, will be authorized or paid to the Supplier, unless such design changes, modifications or interpretations of specifications have been approved by the Parliamentary Protective Service' Contracting Authority in writing prior to their incorporation in the work.

#### 9. **TRAVEL EXPENSE PROVISION**

The cost of the travel, accommodation and meals incurred by the Supplier are for the Supplier's account and will not be paid by the Parliamentary Protective Service.

#### 10. **GOODS AND SERVICES TAX (GST) / HARMONIZED SALES TAX (HST)**

The GST or any other federal tax such as the HST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices and will be paid by the Parliamentary Protective Service. The Supplier's federal tax registration number must appear on invoices when that federal tax is being charged. The Supplier agrees to bill and collect any applicable federal tax and to remit to the Canada Revenue Agency any federal tax received from the Parliamentary Protective Service.

#### 11. **PROVINCIAL SALES TAX (PST) IN PROVINCES OTHER THAN QUEBEC**

- 11.1 The Parliamentary Protective Service is PST exempt, but is subject to GST and HST as indicated in clause 10.
- 11.2 If a PST license number or a signed certificate of exemption is required, it will be provided upon request. The Parliamentary Protective Service recognizes the requirements set out in the legislation of the provinces where PST applies and, as such, all purchasing orders, purchase documents, acquisition card forms and agreements issued by the Parliamentary Protective Service will make reference to the appropriate PST licence number.

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 12. QUEBEC SALES TAX (QST)

- 12.1 The Parliamentary Protective Service will pay the QST, if applicable.
- 12.2 The QST is not included in the firm price. This tax, to the extent applicable, is to be shown separately on all invoices. The Supplier agrees to invoice and collect from the Parliamentary Protective Service the QST and to further remit it to Revenue Quebec as required. The Supplier's QST registration number must appear on invoices when that tax is being charged.

#### 13. PROVINCIAL ANCILLARY TAXES AND REGULATORY CHARGES

- 13.1 For the purpose of this clause, an ancillary tax is a tax levied pursuant to a provincial statute other than the provincial retail sales tax legislation or its equivalent and the primary aspect of which is to raise revenue, whereas a regulatory charge is a charge introduced in a provincial legislative instrument other than in retail sales tax legislation or its equivalent and whose primary purpose is to finance a regulatory scheme.
- 13.2 The Parliamentary Protective Service is exempt from paying any ancillary taxes, but agrees to pay any applicable regulatory charge. In the event that a regulatory charge applies, it will not be included in the firm price.

#### 14. ORDER FORM

If the Parliamentary Protective Service wishes to acquire services pursuant to this Framework Agreement, the following terms and conditions will apply:

- 14.1 The Parliamentary Protective Service shall request services, using a Parliamentary Protective Service Purchase Order (PO).
- 14.2 It is understood and agreed that no contractual obligation exists until the Supplier's offer is accepted by the Parliamentary Protective Service in whole or in part by means of a PO. In addition, the liability of the Parliamentary Protective Service under this Framework Agreement shall be limited to the actual amount of services ordered under each PO and under no circumstances beyond the financial limitation specified herein unless otherwise agreed to between the parties and reflected with an amendment to this Framework Agreement or any resulting PO.
- 14.3 It is understood and agreed that the terms and conditions herein and as set out in as Appendix A, Terms and conditions for resulting Purchase Orders (as amended from time to time at the discretion of the Parliamentary Protective Service) shall apply to services covered by a PO.

#### 15. PRICING

For the successful provision of the goods and services detailed herein, the Supplier shall be paid according to the pricing schedule of this Framework Agreement. The prices are excluded of any PST, QST, GST and HST taxes and should include all applicable Canadian customs and excise taxes, and are FOB Destination.



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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 16. METHOD OF PAYMENT

- 16.1 Subject to the approval of the appropriate authority of the Parliamentary Protective Service, payment by the Parliamentary Protective Service for goods and/or services will be made within thirty (30) days following the date on which goods and/or services have been received in accordance with the terms and conditions of the agreement or within thirty (30) days following the date on which an invoice has been received by the Parliamentary Protective Service' Financial Management Operations, along with the substantiating documentation, whichever date is the later.
- 16.2 Final payment will not be made until all deliverables have been submitted and judged satisfactory by the Parliamentary Protective Service' Project Authority.
- 16.3 All invoices must indicate the above Framework Agreement number and any applicable PO number and are to be submitted by email to [finance-finances@pps-spp.parl.gc.ca](mailto:finance-finances@pps-spp.parl.gc.ca) and/or to the PPS Project Authority named in Section 34.

#### 17. CANCELLATION OF FRAMEWORK AGREEMENT

- 17.1 The Framework Agreement may be terminated at any time and for any reason by the Parliamentary Protective Service with a ten (10) working days written notice.
- 17.2 The Framework Agreement may be terminated in writing at the discretion of the Parliamentary Protective Service, without prior notice, if the Supplier is for any reason unable to provide the goods or services required under the Framework Agreement.
- 17.3 The Framework Agreement may be terminated at the discretion of the Parliamentary Protective Service if, during the term of the Framework Agreement all or any part of the property, goods or effects of the Supplier are at any time seized or taken in execution or by attachment or if the Supplier makes an unauthorized assignment or becomes bankrupt or insolvent.
- 17.4 Upon the termination of the Framework Agreement prior to the expiry date, the Supplier shall be entitled to be paid an amount that, by mutual agreement of both parties, is equal to the work performed by the Supplier for the Parliamentary Protective Service to the date of termination, less any amounts that have previously been paid to the Supplier and any expenses reasonably incurred.
- 17.5 In the event of termination, the Supplier must forthwith give to the Parliamentary Protective Service all completed work and work-in-progress, including all software, data, programs, systems documentation, research, reports, papers, materials and other information relating to the completed work and work-in-progress.

#### 18. AMENDMENTS TO FRAMEWORK AGREEMENT

No modification to the Framework Agreement shall be valid unless it is in writing and signed by each party hereto. All proposed changes to the agreement must be submitted to the Parliamentary Protective Service' Contracting Authority identified in clause 34.

## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 19. **CONFIDENTIALITY**

- 19.1 All information relating to the affairs of the Parliamentary Protective Service or of its employees, to which the Supplier, or any officer or servant of the Supplier, becomes privy as a result of the work to be done under the agreement must be treated as confidential during and after the performance of the services.
- 19.2 Upon expiry or termination of the Framework Agreement, if requested by the Parliamentary Protective Service, the Supplier agrees to destroy all documentation and expunge all data received by the Supplier or any officer or servant of the Supplier from the Parliamentary Protective Service during the period of the Framework Agreement.

#### 20. **INDEPENDENT SUPPLIER**

It is the intention of the parties that the agreement is for the performance of services and/or the provision of goods and the Supplier is engaged as an independent Supplier providing goods and/or services to the Parliamentary Protective Service, and that neither the Supplier nor his/her employees, agents or representatives are engaged as Parliamentary Protective Service employees, and are not subject to the terms and conditions of employment applicable to Parliamentary Protective Service employees.

#### 21. **ASSIGNMENT OF FRAMEWORK AGREEMENT**

The Framework Agreement may not be assigned, sub-contracted or transferred in any manner by the Supplier without the prior written consent of the Parliamentary Protective Service' Contracting Authority and any assignment, subcontract, or transfer made without that consent is void and of no effect.

#### 22. **NO IMPLIED OBLIGATIONS**

No implied obligation of any kind by or on behalf of the Parliamentary Protective Service shall arise from anything in the Framework Agreement, and the express covenants and agreements herein contained and made by the Parliamentary Protective Service are and shall be the only covenants and agreements upon which any rights against the Parliamentary Protective Service are to be founded; and, without limiting the generality of the foregoing, the Framework Agreement supersedes all communications, negotiations and prior arrangements, either written or oral, relating to the work and made prior to the execution date of the Framework Agreement.

#### 23. **PERFORMANCE**

The Supplier will report the performance under the Framework Agreement to the Parliamentary Protective Service in whatever format and frequency the Parliamentary Protective Service may require.

#### 24. **CONFLICT OF INTEREST**

- 24.1 No employees of the Parliamentary Protective Service shall be admitted to any share or part of the Framework Agreement or to any benefit arising there from.

## CONTINUATION

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### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

24.2 The Supplier must not extend entertainment, gifts, gratuities, discounts or special services regardless of value to Parliamentary Protective Service employees or their families. The Supplier has the responsibility to report to the Parliamentary Protective Service any attempts by Parliamentary Protective Service employees, their families, to obtain such favours.

#### 25. PUBLIC CEREMONY AND/OR ADVERTISING

25.1 The Supplier must not allow or permit any public ceremony in connection with the Framework Agreement.

25.2 The Supplier must not erect or permit the erection of any sign or advertising without the Parliamentary Protective Services' prior written consent.

25.3 The Supplier agrees not to use the name of the Parliamentary Protective Service, or any reference to the Parliamentary Protective Service, in any manner of advertising.

#### 26. SECURITY REQUIREMENTS

26.1 Where it is determined by the Parliamentary Protective Service that the Supplier or an employee of the Supplier will have access to Parliamentary Protective Service buildings, or to sensitive information or valuable assets, in the execution of this Framework Agreement, prior to the commencement of work the Parliamentary Protective Service may carry out a criminal records name check for any person who requires such access.

26.2 No criminal records check will be carried out without the consent of the person affected. Where consent is refused, the Parliamentary Protective Service reserves the right to determine that this person will not participate in any way in the execution of this Framework Agreement.

#### 27. PRIVILEGES OF PPS AND DAMAGES TO PREMISES

27.1 Nothing in this Framework Agreement shall be construed as a modification or limitation of the privileges, immunities and powers of the Parliamentary Protective Service. The Parliamentary Protective Service retains at all times the control over the premises including access thereto.

27.2 Where the performance of the work requires the presence of the Supplier's personnel on Parliamentary Protective Service premises, the Supplier must take the same care of the premises occupied as it would its own property and will be responsible for any damage to the Parliamentary Protective Service premises or equipment caused by the negligence of its officers, employees, representatives, or agents.

#### 28. INDEMNIFICATION

The Supplier hereby undertakes to save harmless and agrees to indemnify the Parliamentary Protective Service and its employees against any liability whatsoever (including any claims, demands, losses, damages, costs, charges and expenses) that is incurred by the Parliamentary Protective Service and its employees as a direct or indirect result of the conduct of the Supplier, its agents, employees, representatives, or anyone acting on its behalf in the performance of this Framework Agreement.

## CONTINUATION

### A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 29. PROPRIETARY RIGHTS

All software, data, programs, system documents, research, reports, papers, material and information owned by the Supplier and used in the performance of the services under this agreement are, and will remain, the property of the Supplier, unless otherwise agreed by both parties. All software, data, programs, system documents, research, reports, papers, material, information, trademarks, patents, copyrights and industrial designs arising out of the Supplier's performance of its obligations under this agreement and paid for by the Parliamentary Protective Service under this agreement are the property of the Parliamentary Protective Service and neither the Supplier nor any officer, employee, representative, or agent of the Supplier shall divulge, release, or publish anything related to performance under this Framework Agreement without first obtaining the written permission of the Parliamentary Protective Service's Project Authority.

#### 30. LICENCES AND PERMITS

The Supplier will be solely responsible for obtaining from the regulatory authorities under whose jurisdiction it operates and to which it is subject, all approvals, licences, certificates or other requirements connected with the subject matter of this Framework Agreement, including licences to use copyrighted software in the performance of the work. The Supplier must, upon request, provide copies of any documents evidencing such approval, licences, certificates or other requirements to the Parliamentary Protective Service's Project Authority.

#### 31. ENVIRONMENTAL PRACTICES

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

#### 32. REPRESENTATION

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

#### 33. PARLIAMENTARY PROTECTIVE SERVICE AUTHORITIES

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

Project Authority	Contracting Authority
To be completed following agreement award.	<b>Jonathan Kealey</b> Manager, Procurement 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613- 943-4063 Email: <a href="mailto:jonathan.kealey@pps-spp.parl.gc.ca">jonathan.kealey@pps-spp.parl.gc.ca</a>

## CONTINUATION

### Enquiries (Primary Contact)

**Anne McMartin**

Senior Procurement Officer  
165 Sparks Street, Room 611  
Ottawa, ON K1A 0A6  
Tel: 613-943-4095  
Email: [anne.mcmartin@pps-spp.parl.gc.ca](mailto:anne.mcmartin@pps-spp.parl.gc.ca)

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

### 34. SUPPLIER REPRESENTATIVES

The following individuals shall act as the Supplier's representatives:

Contracting Signing Authority	Account Manager (Primary Contact)
To be completed following Agreement Award.	To be completed following Agreement Award.
Other	
To be completed following Agreement Award.	

### 35. NOTICE

All notices to the Parliamentary Protective Service, including a change to the Supplier's coordinates, must be provided in writing to:

Parliamentary Protective Service  
Procurement  
155 Queen Street, #500  
Ottawa ON, K1A 0A6  
E-mail: [ppsc-aspp@parl.gc.ca](mailto:ppsc-aspp@parl.gc.ca)

### 36. SUBSTITUTION OF PERSONNEL

- 36.1 When specific persons have been named in the Supplier's proposal, the Supplier shall provide the services of the persons so named unless the Supplier is unable to do so for reasons beyond its control.
- 36.2 If at any time the Supplier is unable to provide the services of any specific person named in the Framework Agreement, for reasons beyond its control, or if the Parliamentary Protective Service' Project Authority requires the replacement of any individual, the Supplier shall provide a replacement with similar qualifications and experience that is acceptable to the Parliamentary Protective Service' Project Authority.
- 36.3 The Supplier shall, prior to replacing any specific personnel, give notice to the Parliamentary Protective Service' Project Authority of:
- 36.3.1 the reason for the removal of the named person from the Work (if such removal was not requested by the Parliamentary Protective Service); and

## CONTINUATION

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36.3.2 the name, qualifications and experience of the proposed replacement person.

### **A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS**

#### **37. FRAMEWORK AGREEMENT REFRESH**

37.1 The Parliamentary Protective Service reserves the right to award agreement(s) to additional qualified suppliers, should the Parliamentary Protective Service determine, in its sole discretion, that such additional qualified suppliers are required to meet its requirements. The Parliamentary Protective Service may exercise this option at any time but will not do so more than once per year.

## CONTINUATION

### APPENDIX B – PROPOSAL SUBMISSION FORM

#### 1. **BIDDER INFORMATION**

Please fill out the following form, and name one person to be the contact for the proposal and for any clarifications or amendments that might be necessary.	
<b>Bidder Profile:</b>	
Full Legal Name of Bidder*:	
Any Other Relevant Name under Which the Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (If Any):	
<b>RFP Point of Contact:</b>	
RFP Contact Person and Title:	
RFP Contact Phone:	
RFP Contact Facsimile:	
RFP Contact E-mail:	

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

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

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

#### 3. **ABILITY TO PROVIDE DELIVERABLES**

The Bidder has carefully examined the RFP documents and has a clear and comprehensive knowledge of the deliverables required under the RFP. The Bidder represents and warrants its ability to provide the deliverables required under the RFP in accordance with the requirements of the RFP for the prices set out in the Appendix C - Pricing Structure Form. The Bidder has provided a list of any subcontractors to be used to complete the proposed agreement. The Bidder encloses herewith as part of the proposal the mandatory forms set out below:

## CONTINUATION

### APPENDIX B – PROPOSAL SUBMISSION FORM

FORM	INITIAL TO ACKNOWLEDGE
Proposal Submission Form	
Pricing Structure Form	

Notice to Bidders: There may be forms required in the RFP other than those set out above. See the Mandatory Criteria section of the RFP for a complete listing of mandatory forms.

#### 4. **NON-BINDING PRICE ESTIMATES**

The Bidder has submitted its prices in accordance with the instructions in the RFP and in the Pricing Structure Form set out in Appendix C. The Bidder confirms that the pricing information provided is accurate. The Bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. **ADDENDA**

The Bidder has read and accepted all addenda issued by the Parliamentary Protective Service. The onus remains on Bidders to make any necessary amendments to their proposal based on the addenda. The Bidder confirms that it has received all addenda by listing the addenda numbers or, if no addenda were issued, by writing the word “None” on the following line:

\_\_\_\_\_.

#### 6. **PROHIBITED CONDUCT**

The Bidder declares that it has not engaged in any conduct prohibited under clause 7 of Part 3 – Terms and Conditions of the Procurement Process, Conflict of Interest and Prohibited Conduct.

#### 7. **CONFLICT OF INTEREST**

For the purposes of this clause, the term “Conflict of Interest” means:

- 7.1 in relation to the procurement process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - 7.1.1 having, or having access to, confidential information of the Parliamentary Protective Service in the preparation of its proposal that is not available to other Bidders;
  - 7.1.2 communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
  - 7.1.3 engaging in conduct that compromises, or could be seen to compromise, the integrity of the RFP process; or



## CONTINUATION

### PART 3 – TERMS AND CONDITIONS OF THE PROCUREMENT PROCESS

- 7.2 in relation to the performance of its contractual obligations contemplated in the agreement that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests:
- 7.2.1 could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
  - 7.2.2 could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

If the box below is left blank, the Bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the Bidder must set out below details of the actual or potential Conflict of Interest:

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The following individuals, as employees, advisors, or in any other capacity (a) participated in the preparation of our proposal; **AND** (b) were employees of the Parliamentary Protective Service and have ceased that employment within twenty-four (24) months prior to the Submission Deadline:

<b>Name of Individual:</b>
<b>Job Classification:</b>
<b>Service Area:</b>
<b>Last Date of Employment with the Parliamentary Protective Service:</b>
<b>Name of Last Supervisor:</b>
<b>Brief Description of Individual's Job Functions:</b>
<b>Brief Description of Nature of Individual's Participation in the Preparation of the Proposal:</b>

(Repeat above for each identified individual)

The Bidder agrees that, upon request, the Bidder will provide the Parliamentary Protective Service with additional information from each individual identified above in the form prescribed by the Parliamentary Protective Service.

## CONTINUATION

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### APPENDIX B – PROPOSAL SUBMISSION FORM

#### 8. DISCLOSURE OF INFORMATION

The Bidder hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or if required by order of a court or tribunal. The Bidder hereby consents to the disclosure, on a confidential basis, of this proposal by the Parliamentary Protective Service to the Parliamentary Protective Service's advisors retained for the purpose of evaluating or participating in the evaluation of this proposal.

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Signature of Witness

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Signature of Bidder Representative

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Name of Witness

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Name and Title

Date:

I have authority to bind the Bidder and attest to the accuracy of the information provided in this proposal.

## CONTINUATION

### APPENDIX C – PRICING STRUCTURE FORM

#### 1. PRICING

##### 1.1 Per Diem Rate

Per diem rates must include all costs, labour, material, overhead, general and administrative expenses and profit, but be exclusive of the Goods and Services Tax (GST) (or other applicable Federal Tax), and must be quoted in Canadian dollars.

Resource Description	Per diem rate
	\$
	\$

##### 1.3 Definition of a Regular Business Day

A day is defined as seven (7.0) hours (exclusive of meals and breaks). Payment shall be for days or hours actually worked with no provision for overtime, annual leave, statutory holidays and sick leave. Time worked which is more or less than a day shall be prorated to reflect actual time worked in accordance with the following formula:

$$\frac{\text{Hours worked} \times \text{per diem rate}}{7.0}$$

## CONTINUATION

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### STATEMENT OF WORK Parliamentary Protective Service

#### 1. TITLE

Medical and Psychological Assessment Services for the Parliamentary Protective Service (PPS).

#### 2. BACKGROUND

##### 2.1 Purpose

Medical and Psychological Assessment Services are required for specialized positions within the PPS:

- To conduct independent medical assessments to identify functional limitations and/or clarify the medical status of an employee.
- To ensure an employee is able to safely perform job tasks or is fit for work;
- To assist employees to return to work following an injury or illness, that is physical or mental health in nature;
- To conduct periodic testing to ensure that employees are not exposed to hazards in the workplace; and
- To ensure that candidates are psychologically fit to be issued a firearm.

These services are completed under a suite of policies related to health and safety and to recruitment and accommodations which are reflecting PPS's commitment to providing and maintaining a healthy and safe work environment.

##### 2.2 Mandate of the Organization

On June 23, 2015, the Parliamentary Protective Service was created by law under the Parliament of Canada Act. The Speaker of the Senate and the Speaker of the House of Commons are, as the custodians of the powers, privileges, rights and immunities of their respective Houses and of the members of those Houses, responsible for the Service. The newly created parliamentary entity amalgamated the former Senate Protective Service, House of Commons Security Services, and detection specialists, into a single unified security service to serve the Parliament of Canada.

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

The PPS workforce consists of approximately 700 employees in a variety of managerial, professional and specialized labour and trades functions.

The majority of pre-placement medical examinations, respirator fit medicals and medical surveillance, occur for employees who are employed in the operations sector of the organization within the following two main groups:

## CONTINUATION

### B – STATEMENT OF REQUIREMENTS

- Protection – Protection officers are armed personnel responsible for protecting the Parliament buildings so that parliamentarians and employees can carry out their legislative duties in a safe and secure environment. They also balance security and access to promote a safe and positive experience for visitors.
- Detection – Detection specialists play a critical role in the security screening process by detecting and preventing physical security threats to the Parliament of Canada.

### 3. SCOPE OF WORK

Under this framework agreement, the Supplier shall be responsible for providing the following services to PPS, in accordance with a signed purchase order:

- 3.1 Preventative Medical Assessments;
- 3.2 Psychological Assessments

### 4. DEFINITIONS

Term	Definition
Medical Surveillance	Testing and analysis of health information to identify whether hazards in the workplace are affecting the health of employees. Periodic medical surveillance may be required for substances regulated under the Occupational Health & Safety Act and its Designated Substance Regulations.
Pre-Placement Medical Examination	A medical examination conducted after a job offer has been extended, but before the employee has been placed in the position. The medical examination can be used to validate whether or not the employee is medically fit for the position.
Psychological Assessments – Firearms Use	Assessments for Constables, Corporals, Sergeants and Superintendents with the Parliamentary Protective Services in order to evaluate the psychological readiness of a candidate to carry a firearm.
Respirator Fit Medical Assessments	Required under Canadian Standards Association - Z94.4-18– Selection, Use and Care of Respirators prior to respirator fit testing.
Independent Medical Assessments	Obtain information needed to assist an employee to remain at work or to determine when an employee will be able to return to work, and to obtain information about the abilities, functional limitations and restrictions of the employee in order to provide appropriate accommodation.
Fitness to Work Assessments	Investigate and determine the ability of an individual to carry out the duties of his or substantive position with or without accommodation. There are obligations for both employers

## CONTINUATION

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	<p>and employees in supporting a fitness-to-work evaluation and the subsequent accommodation of the employee. The employee's explicit and written consent is a requirement for the evaluation. The employer is obliged to explain to the employee why this information is required and how it will be used.</p>
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## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

#### 5. SUPPLIER RESOURCE REQUIREMENT AND MINIMUM QUALIFICATIONS

##### 5.1 Preventative Medical Assessments

The Supplier must ensure that medical examinations are completed by a Physician licensed by, and a member in good standing with, the College of Physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada, or the Collège des médecins du Québec.

##### 5.1.1 **Audiograms:**

Conducted by:

- A registered nurse or Occupational Health Nurse, licensed in Ontario and a member in good standing of the College of Nurses of Ontario or l'Ordre des infirmières et infirmiers du Québec, and who has completed a course in audiometry; or
- An Occupational Hearing Conservationist certified by the Council for Accreditation of Occupational Hearing Conservation (CAOHC); or
- A technician who holds a valid certificate in Audiometry from Canada or the US.

Reviewed by:

- An audiologist, who is a member in good standing with the College of Audiologists and Speech-Language Pathologists of Ontario or Ordre des orthophonistes et audiologistes du Québec; or
- A Physician, licensed by, and a member in good standing with the College of Physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada, or the Collège des médecins du Québec; or
- An Otolaryngologist, licensed by, and a member in good standing with, the College of Physicians and Surgeons of Ontario, or the Collège des médecins du Québec.

##### 5.1.2 **Spirometry (Pulmonary function test):**

Conducted by:

- A technician who holds a valid diploma in Spirometry, such as SpiroTrec®, or equivalent, from Canada or the US, or
- A registered nurse or Occupational Health Nurse, licensed in Ontario and a member in good standing of the College of Nurses of Ontario or l'Ordre des infirmières et infirmiers du Québec, and who has completed a course in Spirometry.

## CONTINUATION

### B – STATEMENT OF REQUIREMENTS

Reviewed by:

- A Physician, licensed by, and a member in good standing with, the College of Physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada, or the Collège des médecins du Québec.

#### 5.2 Psychological Assessments

Conducted by:

- A Psychometrist who is a member in good standing with the Ontario Association of Consultants, Counsellors, Psychometrists and Psychotherapists (OACCPP), l'Ordre des psychologues du Québec or an equivalent regulating body.

Tests reviewed by and report signed by:

- A Psychologist who is a member in good standing of the College of Psychologists of Ontario or l'Ordre des psychologues du Québec, or
- A Physician registered as a specialist in psychiatry the College of Physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada, or the Collège des médecins du Québec.

### 6. LANGUAGE OF WORK

The Supplier must be able to provide resource(s) that have the ability to provide all services and all appropriate data (i.e. reports) in both official languages (English and French) as directed by the PPS.

### 7. WORK DESCRIPTION/SCOPE

#### 7.1 Preventative Medical Assessments

##### 7.1.1 Pre-placement medical examinations

PPS candidates requiring Pre-placement medical examinations	Approximate annual frequency
Candidates from PPS Protective Services and PPS Detection Specialists	From 60 to 100

The protocols for the pre-placement medicals are based on the Treasury Board's Occupational Health Evaluation Standard and have been adapted to meet the specific requirements of the PPS.



## CONTINUATION

### B – STATEMENT OF REQUIREMENTS

#### 7.1.1.1 Candidate Category 1: **Detection Specialist**

7.1.1.1.1 Pre-placement medical examinations / physical assessments, which include the following components:

- A. Category 3 medical
  - i. Confidential health questionnaire;
  - ii. Full clinical history;
  - iii. Physical examination by a physician;
  - iv. Vision test with vision tester (not Snellen);
  - v. Hearing test with audiometer;
  - vi. Spirometry (Pulmonary function test);
  - vii. Colour vision test for use of x-ray scanning equipment;
  - viii. Self-declaration questionnaire for use of respiratory protection devices (N95 mask only);
  - ix. Physical/functional testing designed to simulate the essential job requirements and determine the ability of the candidate/employee to perform the following:
    - a. Wearing of external soft body armour;
    - b. Wearing of N95, half and/or full-face respirators;
    - c. Rotating or irregular shifts of 7 to 11 hours in length, with occasional overtime;
    - d. Physical effort at a medium level (Dictionary of Occupational Titles (DOT) and National Occupational Classification (NOC));
    - e. Standing, walking and use of upper extremities for up to 66% of shift; and
    - f. Sustained level of extreme vigilance, requiring high level of concentration, attention to detail, alertness, judgment and decision making.
  - x. Baseline blood tests;
  - xi. Resting electrocardiogram (ECG);
  - xii. Optional stress ECG, and X-rays, as required based on the physician's recommendation.

#### 7.1.1.2 Candidate Category 2: **Protection Officers**

7.1.1.2.1 Pre-placement medical examinations / physical assessments, which include the following components:

- A. Category 3 medical
  - i. Confidential health questionnaire;
  - ii. Full clinical history;
  - iii. Physical examination by a physician;
  - iv. Vision test with vision tester (not Snellen);
  - v. Hearing test with audiometer;
  - vi. Spirometry (pulmonary function test);
  - vii. Colour vision test for firearm use in field work;
  - viii. Self-declaration questionnaire for use of respiratory protection devices;
  - ix. Physical/functional testing designed to simulate the essential job requirements determine the ability of the candidate/employee to perform the following:
    - a. Response in the event of emergencies (includes evacuation of individuals from precinct buildings, physical altercations, take downs, handcuffing, administering first aid and cardiopulmonary resuscitation (CPR), etc.);
    - b. Participation in Defensive Tactics training;
    - c. Wearing of external soft body armour;

## CONTINUATION

- d. Wearing of full-face (Self-contained breathing apparatus (SCBA) and Chemical, biological, radiological and nuclear (CBRN)) and N95 respirators;
- e. Rotating shifts (including night shifts) of 8 to 12 hours in length, with occasional overtime;
- f. Wearing of utility belt (with baton, flashlight, handcuffs, first aid kit, surveillance kit, firearm and ammunition);
- g. Use of radio and ear piece;
- h. Firearms training;
- i. Standing and walking for up to 66% of shift;
- j. Physical effort varies from a light to heavy level (DOT and NOC).
- k. Baseline blood tests;
- l. Resting ECG; and
- m. Optional stress ECG, and X-rays, as required based on the physician's recommendation

### 7.1.2 Respirator Fit Medical Assessments

PPS requirements requiring Respirator Fit Medical Assessments	Approximate annual frequency
In accordance with Canadian Standards Association – Z94.4-18 – Selection, Use and Care of Respirators, prior to respirator fit testing, all employees shall complete a screening health questionnaire. A positive (Yes) response to any of the contraindications, health or medical issues listed in the questionnaire will require follow-up with a nurse and a medical doctor.	From 40 to 50

### 7.1.3 Medical Surveillance Assessments

PPS requirements requiring Medical Surveillance Assessments	Approximate annual frequency
Potential or actual exposure to hazardous products or designated substance, as per Ontario regulations.	From 20 to 30

### 7.1.4 Independent Medical Assessments

When the employer has reasonable grounds for concerns about safety, or when the employee's actions appear to be affected by health-related factors, even if no medical leave has been taken and medical information is incomplete or unavailable	Approximately 5-10 times each year
Review information from a treating physician and advise the employer on functional limitations or associated return to work probabilities	Approximately 5 to 10 cases each year

## CONTINUATION

Testify in front of an administrative tribunal as an expert witness	Very rare
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### 7.1.5 Fitness to Work

Clarify how to best accommodate an employee's illness, injury or disability	10 - 15 time per year
Understand what limitations the employee has, how these limitations affect the employee's ability to perform the job, and whether the limitations are likely to be temporary or permanent.	

## 7.2 Psychological Assessments

### 7.2.1 Psychological Assessment – Firearms Use

PPS employees requiring a Psychological Assessment – Firearms Use	Approximate annual frequency
Constables, Corporals, Sergeants and Superintendents with the Parliamentary Protective Services who are assigned to the firearms unit	From 60 to 120

Assessments must be evaluated using norms established specifically for firearms use by Security personnel or Police Assessments and will include the following components.

- 7.2.1.1 Minnesota Multiphasic Personality Inventory 2 (MMPI-2); and
- 7.2.1.2 In-person interview.

## CONTINUATION

### B – STATEMENT OF REQUIREMENTS

#### 8. DELIVERABLES

Item	Deliverable	Description	Acceptance Criteria	Due Date
8.1	Pre-placement medical examinations	Service date	The Supplier will provide Technical Authorities with service dates that are scheduled.	Within 5 working days of the date of issuance of the PO.
		Reports	The Supplier will provide Technical Authorities with a written report in English or French, as requested by the client.	Within 10 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 10 working days of date of service
8.2	Respirator fit medical report	Service date	The Supplier will provide the Occupational, Health and Safety (OHS) advisor with service dates that are scheduled.	Within 10 working days of the date of issuance of the PO.
		Reports	The Supplier will provide the OHS advisor with a written report in English or French, as requested by the client.	Within 15 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 15 working days of date of service
8.3	Medical surveillance reports	Service date	The Supplier will provide Technical Authorities with service dates that are scheduled.	Within 10 working days of the date of issuance of the PO.
		Reports	The Supplier will provide the Occupational, Health and Safety (OHS) advisor with a written report in English or French, as requested by the client.	Within 10 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 10 working days of date of service
8.4	Psychological assessment – Firearms use reporting	Service date	The Supplier will provide the Occupational, Health and Safety (OHS) advisor with service dates that are scheduled.	Within 10 working days of the date of issuance of the PO.
		Reports	The Supplier will provide the OHS advisor with a written report in French or English as requested by the client.	Within 15 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 15 working days of date of service

## CONTINUATION

Item	Deliverable	Description	Acceptance Criteria	Due Date
8.5	Fitness to work	Service date	The Supplier will provide the Accommodation Coordinator with service dates that are scheduled.	Within 72 hours of date of service
		Reports	The Supplier will provide the Accommodation Coordinator with a written report in English or French, as requested by the client.	Within 10 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 10 working days of date of service
8.6	Independent Medical Evaluations	Service date	The Supplier will provide the Accommodation Coordinator with service dates that are scheduled.	Within 72 hours of date of service
		Reports	The Supplier will provide the Accommodation Coordinator with a written report in English and/or French, as requested by the client.	Within 10 working days of date of service
		Contents of the report	The written report will contain all items detailed in the administrative processes section.	Within 10 working days of date of service
8.7	Quarterly reporting	Contents of the report	<p>The Supplier will send to the technical authority a quarterly usage report that includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> <li>• An itemized list of each assessment completed that includes the following details for each: <ul style="list-style-type: none"> <li>○ The purchase order number;</li> <li>○ The name of Technical Authority(ies) who requested the service;</li> <li>○ The date of assessment or evaluation;</li> <li>○ The type of assessment, evaluation or service;</li> <li>○ The name(s) of employee(s) evaluated; and</li> <li>○ The cost per service.</li> </ul> </li> </ul> <p>The report will be provided electronically in PDF, or in docx or .xlsx format.</p>	Within 10 days of the end of each quarter during which the services were rendered.
8.8	Invoices	Contents of the invoice	Invoices will include, but is not limited to, the following:	Within 10 working days of the end of the month in which

## CONTINUATION

Item	Deliverable	Description	Acceptance Criteria	Due Date
			<ul style="list-style-type: none"> <li>• An itemized list of each assessment completed that includes the following details for each:               <ul style="list-style-type: none"> <li>○ The purchase order number;</li> <li>○ The name of Technical Authority(ies) who requested the service;</li> <li>○ The date of assessment;</li> <li>○ The type of assessment or service;</li> <li>○ The name(s) of employee(s) evaluated; and</li> <li>○ The cost per service</li> </ul> </li> </ul> <p>The report will be provided electronically in PDF, or in .docx or .xlsx format.</p>	services were provided.
8.9	Quarterly, biannual or annual meeting		<p>The Supplier will meet with the project authority, technical authority and contracting authority on a quarterly, biannual or annual basis. The frequency of the meetings will be determined prior to the start of the contract.</p> <p>The purpose of this meeting will be to:</p> <ul style="list-style-type: none"> <li>• Discuss any issues or concerns; and</li> <li>• Obtain from the Supplier the current resource list.</li> </ul>	The project authority will contact the Supplier and schedule the meeting within 30 days of the start of the service year.
8.10	Additional reports	Contents of the report	<p>In the event of a work-related injury, Technical Authorities may contact the Supplier to request that information pertinent to the claim and/or copies of the following tests be sent to the appropriate Workers' Compensation Board :</p> <ul style="list-style-type: none"> <li>• Audiograms,</li> <li>• Pulmonary Function tests,</li> <li>• Self-declaration questionnaires for use of respiratory protection devices,</li> </ul> <p>Technical Authorities will provide the Supplier with the claim number, the contact information and fax number for the Workers' Compensation Board.</p>	Within 10 working days of receiving the request

## CONTINUATION

Item	Deliverable	Description	Acceptance Criteria	Due Date
			<p>An email confirmation must be sent to the Technical Authorities confirming the following, but not limited to:</p> <ul style="list-style-type: none"><li>• Type of information sent,</li><li>• Test results sent,</li><li>• Date documents were sent, or</li><li>• A confirmation that no pertinent information or test results are on file</li></ul>	

## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

#### 9. AVAILABILITY TO ACCEPT WORK

If a Supplier is unable to accept the work more than three (3) times during a one (1) year period (as calculated from the date of award of the agreement), their standing offer may be revoked.

#### 10. CANCELLATION OF REQUIREMENTS

Without restricting any other terms and conditions, any assessment can be cancelled or rescheduled in whole or in part by the PPS by giving written notice to the Supplier at least 24 hours prior to the scheduled assessment. There must be no charges for such a cancellation or rescheduling. If the PPS provides a notice of less than 24 hours, the PPS will assume all costs associated with the requirement. Cancellations that are made within 24 hours of the scheduled date will be subject to the cancellation fee in Section C, Specification and Pricing Structure.

#### 11. LOCATION OF WORK

Services will occur at the Supplier premises, within the National Capital Region (NCR) as defined by the National Capital Act (<http://laws-lois.justice.gc.ca/eng/acts/N-4/FullText.html>).

On occasion, assessments may be requested on site, at Parliamentary Precinct buildings, within the National Capital Region.

There is a possibility that geographical areas outside the National Capital Region as defined above may be added in the future. The provision of services in these geographical areas would be managed through a refresh of the Standing Offer. The service provider must have an office in the NCR with staff available for appointments that are scheduled for the Service.

#### 12. ADMINISTRATIVE PROCESSES

##### 12.1 Preventative Medical Assessments

##### 12.1.1 Pre-Placement Medical Examinations

12.1.1.1 These examinations will be requested and managed by various Technical Authorities. The resulting reports do not contain confidential medical information and will be kept in the employee's personnel file.

12.1.1.2 Appointments will be scheduled within five (5) working days of the date of issuance of the PO.

12.1.1.3 The Supplier will provide a list of appointments before receiving names of employees.



## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

- 12.1.1.4 The Supplier will be provided with the following information by the Technical Authorities:
- 12.1.1.4.1 The employee's name;
  - 12.1.1.4.2 The language preference for the assessment, either English or French
  - 12.1.1.4.3 The name of the position the employee is being evaluated for;
  - 12.1.1.4.4 A physical demands analysis (PDA) for the position in question; and
  - 12.1.1.4.5 The language preference for the report, either English or French;
- 12.1.1.5 Pre-placement medical reports will include the following:
- 12.1.1.5.1 The employee's name;
  - 12.1.1.5.2 The date of the assessment;
  - 12.1.1.5.3 The name and credentials of the medical practitioner completing the assessment; and
  - 12.1.1.5.4 A statement noting whether the employee is:
    - A Fit for the position;
    - B Not fit for the position; or
    - C Fit for the position with limitations, which includes a detailed description of the specific limitations.
- 12.1.1.6 A final written report will be provided to the Technical Authority within ten (10) working days of the completion of the assessment.
- 12.1.2 Respirator Fit Medical Assessments**
- 12.1.2.1 These assessments will be requested and managed by the Quarter Master. The report will be treated as confidential medical information by the Quarter Master and will be kept in the employee's confidential medical file when needed.
- 12.1.2.2 Appointments will be scheduled within ten (10) working days of date of issuance of the PO.
- 12.1.2.3 The Supplier will be provided with the following information:
- 12.1.2.3.1 The employee's name;
  - 12.1.2.3.2 The completed Respirator Screening Questionnaire;
  - 12.1.2.3.3 The language preference for the assessment, either English or French; and
  - 12.1.2.3.4 The language preference for the report, either English or French;
- 12.1.2.4 As required by the Canadian Standards Association – Z94.4-18 – Selection, Use and Care of Respirators, respirator fit medicals will include:
- 12.1.2.4.1 A complete occupational and health history;
  - 12.1.2.4.2 A complete physical examination;
  - 12.1.2.4.3 Pulmonary function testing to include Forced Expiratory Volume at one second (FEV1), Forced Vital Capacity (FVC) and the FEV1 to FVC ratio; and
  - 12.1.2.4.4 Any other test deemed medically appropriate by the examining person.

## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

12.1.2.5 Respirator fit medical reports will include the following:

12.1.2.5.1 The employee's name;

12.1.2.5.2 The date of the assessment;

12.1.2.5.3 The name and credentials of the medical practitioner completing the assessment;

12.1.2.5.4 A statement noting whether the employee is:

A Fit to wear the respirators specified;

B Not fit to wear the respirators specified; or

C Fit to wear the respirators specified with limitations, which includes a detailed description of the specific limitations.

12.1.2.6 A final written report will be provided to the Quarter Master, within fifteen (15) working days of the completion of the assessment.

#### 12.1.3 Medical Surveillance

12.1.3.1 These assessments will be requested and managed by various Technical Authorities from the Occupational Health and Safety Unit. The reports will be treated as confidential medical information by the Occupational Health and Safety Advisor and will be kept in the employee's confidential medical file when appropriate.

12.1.3.2 Appointments will be scheduled within ten (10) working days of the date of issuance of the PO.

12.1.3.3 The Supplier will be provided with the following information by the Technical Authority:

12.1.3.3.1 The employee's name;

12.1.3.3.2 The name of the position the employee is being evaluated for;

12.1.3.3.3 A description of the incident that led to the potential or actual exposure;

12.1.3.3.4 The language preference for the assessment, either English or French;

12.1.3.3.5 The language preference for the report, either English or French;

12.1.3.3.6 A list of the hazardous products or designated substances to which the employees may have been exposed; and

12.1.3.3.7 Where applicable and available, the material safety data sheet (MSDS) for the hazardous product or substance.

12.1.3.4 Medical Surveillance test reports will include the following:

12.1.3.4.1 The employee's name;

12.1.3.4.2 The date of the assessment;

12.1.3.4.3 The name and credentials of the medical practitioner completing the assessment;

12.1.3.4.4 A statement noting whether the employee is:

A Fit;

B Not fit; or

C Fit with limitations, which includes a detailed description of the specific limitations.

## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

- 12.1.3.5 Reports that include additional details and medical information (i.e. in the event that the individual is diagnosed with a medical condition and requires further investigation or treatment), will be directed to the Occupational Health and Safety Advisor. The report will be treated as confidential medical information by the Occupational Health and Safety Advisor (OHS) medical file.
- 12.1.3.6 A final written report will be provided to the Technical Authority within ten (10) working days of the completion of the assessment.

#### 12.1.4 Fitness to work reports

- 12.1.4.1 These assessments will be requested and managed by various Technical Authorities from the Accommodation Unit.
- 12.1.4.2 Appointments will be scheduled within five (5) working days of the date of issuance of the PO. Report will be provided within 10 working days of date of service.
- 12.1.4.3 The Supplier will be provided with the following information by the Technical Authority:
- 12.1.4.3.1 The employee's name;
  - 12.1.4.3.2 The name of the position the employee is being evaluated for;
  - 12.1.4.3.3 A description of the request and background information for the request
  - 12.1.4.3.4 The language preference for the assessment, either English or French;
  - 12.1.4.3.5 The language preference for the report, either English or French;
- 12.4.4.4 Medical Independent Medical Assessment reports will include the following:
- 12.4.4.4.1 The employee's name;
  - 12.4.4.4.2 The date of the assessment;
  - 12.4.4.4.3 The name and credentials of the medical practitioner completing the assessment;
  - 12.4.4.4.4 A statement noting whether the employee is:
    - A Fit;
    - B Not fit; or
    - C Fit with limitations, which includes a detailed descriptions of the specific limitations;
  - 12.4.4.4.5 Confirm when a reassessment will be required in number of months and/or provide a return to work plan which includes dates and expectations based on job related requirements.
  - 12.4.4.4.6 When applicable the report includes accommodation measures that are required to support the employee in accomplishing their work for the Service.

## CONTINUATION

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### B – STATEMENT OF REQUIREMENTS

#### 12.1.4 Independent Medical Assessments

- 12.1.4.1 These assessments will be requested and managed by various Technical Authorities from the Accommodation Unit.
- 12.1.4.2 Appointments will be scheduled within five (5) working days of the date of issuance of the PO. Report will be provided within 10 working days of date of service.
- 12.1.4.3 The Supplier will be provided with the following information by the Technical Authority:
  - 12.1.4.3.1 The employee's name;
  - 12.1.4.3.2 The name of the position the employee is being evaluated for;
  - 12.1.4.3.3 A description of the request and background information for the request
  - 12.1.4.3.4 The language preference for the assessment, either English or French;
  - 12.1.4.3.5 The language preference for the report, either English or French;
- 12.1.4.4 Medical Independent Medical Assessment reports will include the following:
- 12.1.4.5 Reports that include additional details and/or provide medical information (i.e. in the event that the individual is diagnosed with a medical condition and requires further investigation or treatment), will be directed to the accommodation. The report will be treated as confidential medical information by the accommodation advisor and will be kept in the employee's confidential medical file.
- 12.1.4.6 The Medical practitioner providing a medico-legal report should clearly state the source of the request within the report, such as the name and details of the referring agent. Relevant privacy legislation or other factors may limit access to information of potential relevance: where this is the case, it is good practice to acknowledge those constraints.
- 12.1.4.7 The professional opinion of the medical practitioner must be limited to their field(s) of expertise and the report should not offer expert opinion on diagnosis and treatment outside the discipline of the area of expertise of the practitioner
- 12.1.4.8 The medical practitioner must present their qualifications and opinion should be clearly delineated from factual data and the clinical reasoning leading to the expert opinion should be properly explained.
- 12.1.4.9 Medical practitioner should indicate in broad terms the degree of certitude attached to their opinion.

## CONTINUATION

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### **12.2 Psychological Assessments**

#### **12.2.1 Psychological Assessment – Firearms Use**

- 12.2.1.1 These assessments will be requested by the Technical Authorities for PPS. However, the report will be treated as confidential medical information and will be forwarded only to the Occupational Health and Safety advisor. The reports will be kept in the employee's confidential medical file.
- 12.2.1.2 The testing and assessment will follow recognized standards. Assessments must be evaluated using norms established specifically for firearms use by Security personnel or Police. Assessments will include the following components:
- 12.2.1.3 Minnesota Multiphasic Personality Inventory 2 (MMPI-2); and
- 12.2.1.4 In-person interview;
- 12.2.1.5 Appointments will be scheduled within ten (10) working days of the date of issuance of the PO.
- 12.2.1.6 The Technical Authorities will provide the employee's name to the Supplier.
- 12.2.1.7 The Supplier will be provided with the language preference for the assessment and the report, either English or French.
- 12.2.1.8 Psychological assessment for firearms use reports, will include the following:
- 12.2.1.8.1 The employee's name;
  - 12.2.1.8.2 The date of the assessment;
  - 12.2.1.8.3 The name and credentials of the practitioner completing the assessment;
  - 12.2.1.8.4 The clinical practice guidelines and methodology used to complete the assessment; and
  - 12.2.1.8.5 A statement noting whether the employee is:
    - A Fit for firearm use; or
    - B Not fit for firearm use.
- In the event the individual is deemed to be Not Fit, the report will also include:
- i. A summary of the reasons why the individual was deemed to be unfit to carry a firearm,
  - ii. A statement confirming whether the individual is likely to be fit to carry a firearm in the future,
  - iii. Recommendations regarding the earliest date for a re-test.
- 12.2.1.9 A final written report will be provided to the Occupational Health and Safety advisor within fifteen (15) working days of the completion of the assessment.

### **13. PERFORMANCE STANDARDS AND QUALITY ASSURANCE**

In providing the services described herein to the PPS, the Supplier shall, at a minimum, conform to the following Performance Standards and Quality Assurance requirements:

#### **13.1 Efficient time management**

## CONTINUATION

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The Supplier shall deliver the required services by the deadlines established by the PPS Project Authority. Every effort shall be made by the PPS Project Authority to provide the Supplier with reasonable deadlines.

### 13.2 Quality Assurance

The Supplier shall apply a rigorous Quality Assurance methodology to ensure the accuracy and quality of all deliverables and services provided.

All deliverables rendered are subject to inspection and acceptance by the PPS Project Authority or a designated representative. The PPS Project Authority reserves the right to verify the accuracy and completeness of all deliverables and services submitted by the Supplier. In the event that the deliverables are not accepted by the PPS Project Authority, the Supplier shall be responsible for making any modifications identified by the PPS Project Authority prior to resubmitting the deliverable.

It is the responsibility of the Supplier to, at all times, conduct itself and to ensure the performance of its deployed resource(s) in accordance with the terms and conditions of the contract, in the completion of all work.

## 14. REPORTING AND COMMUNICATION:

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

14.2 The Supplier shall provide timesheets on a weekly basis detailing the amount of time allocated to tasks that they are supporting to the PPS Project Authority for approval and sign-off.

14.3 The Supplier shall immediately notify the PPS Project Authority of any issues, problems, or areas of concern in relation to any work completed as they arise.

## 15. LANGUAGE OF WORK

The deliverables will be either in English and French. The work may be conducted in either French or English. The PPS Project Authority will make all reasonable attempts to assist the Supplier and their resources in meeting the requirement for service the second official language.

## CONTINUATION

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### 16. SECURITY REQUIREMENTS

- 16.1 The PPS will perform site access security clearance verification, as required, for Supplier resources working on-site at PPS premises.
- 16.2 The Supplier shall treat all information taken off-site as Protected B.
- 16.3 The Supplier must not distribute or remove any PPS information or assets from the work site(s) except where approved in writing by the PPS Project Authority. All information provided to and developed by the Supplier will remain the property of PPS.

### 17. LOCATION OF WORK AND TRAVEL

- 17.1 As the work will be performed on-site at the Service's premises, the measures specified in the Risk and Constraint section apply. The Supplier will be provided with a temporary workspace within the Parliamentary Precinct.
- 17.2 It is the responsibility of the selected resource to arrange for any travel or accommodations to attend these meetings in the Parliamentary Precinct. Locations are in Ottawa within 16km of Parliament Hill.

### 18. RISKS AND CONSTRAINTS

- 18.1 Due to COVID-19 pandemic measures and protocols currently in place, the suppliers' resources must wear mask indoor at all times including when in transit through public areas.
- 18.2 The resources' names shall be provided to the Project Authority at least 72 hours before their presence at a Service's premise to ensure the respect of workplace health and safety protocols including restrictions regarding maximum occupancy.
- 18.3 Suppliers' resources shall supply their own equipment (laptop and any other devices).

### 19. REPLACEMENT OF RESOURCES

- 19.1 The Project Authority may request the Offeror, by written notice, to replace a resource whose services are considered unsatisfactory. The Offeror will have to submit to the Project Authority, within the prescribed time frame, all information required to demonstrate that the proposed replacement resource meets the minimum requirements as described in the evaluation criterias. The Offeror cannot provide the services of a proposed resource before receiving the written or e-mail approval of the Contract Authority or Project Authority. In the event the Offeror is unable to comply with the request, as per the requirement described above, PPS may terminate the services related to the respective purchase order as per the terms and conditions of the Framework Agreement.

## CONTINUATION

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### 20. TRANSITION PLAN

- 20.1 The PPS reserves the right to request a Transition Plan from the Supplier at end of the contract to provide transfer of knowledge to PPS Project Personnel aimed at ensuring project knowledge transfer. The Supplier shall respond to PPS queries regarding transitional activities as well as any work in progress to ensure a smooth transition with the PPS.
- 20.2 The Supplier's Transition Plan obligations shall include, but are not limited to the provision of the following items to the PPS Project Authority or their designate:
- a. Summary Status Report which includes record of files and their location on the server and summary of next steps;
  - b. Wrap-up meeting with the PPS Project/Technical Authority to go through documentation in progress, transfer of various meeting requests or other deliverables with an impact on PPS projects; and
  - c. Up to date time sheet(s).
  - d. Encrypted PPS' USB or/and disks containing the work done upon the contract.
- 20.3 The PPS Project Authority will be responsible for verifying the completion of all contractual requirements and for reviewing all data and documentation returned by the Supplier. The PPS will also advise the Supplier of where and when data and documentation is to be returned.



## CONTINUATION

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### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

#### 1. EVALUATION CRITERIA COMPLIANCE

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

#### 2. COMPLIANCE MATRIX

Bidders are asked to complete the following Compliance Matrices below and Response Templates (Appendices B and C and Project Summaries, respectively) and submit with their response. The Criteria Compliance Matrices (below, Mandatory and Rated) will be used by the PPS Evaluation Team to find the required information in the Bidder's response. Bidders should include information on where within their response evidence can be found to support their compliance with each individual criterion.

#### 3. FINANCIAL EVALUATION

- 3.1 The Bidder's Financial response is worth thirty (30%) of the overall point total.
- 3.2 Bidders must complete the Pricing Structure Form in Appendix C, Pricing Structure. Pricing will be scored based on a relative pricing formula using the methodology set out below in 3.3.

## CONTINUATION

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### E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

- 3.3 Each Bidder will receive a percentage of the total possible points allocated to price by dividing that Bidder's total estimated price into the lowest bid total estimated price. For example, if a Bidder's offered price is \$120.00 and that is the lowest bid price, that Bidder receives 100% of the possible points ( $120/120 = 100\%$ ). A Bidder who offers a price of \$150.00 receives 80% of the possible points ( $120/150 = 80\%$ ), and a Bidder who offers a price of \$240.00 receives 50% of the possible points ( $120/240 = 50\%$ ).

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

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

And so on, for each offer.

## CONTINUATION

### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

**TABLE 1 – MANDATORY CRITERION (STAGE I)**

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

#	Mandatory Technical Criteria – Medical Assessments – Audiograms	Bidder's response Description (include location in bid)
<b>M1</b>	Bidders must submit a proposed registered nurse, an occupational health nurse, an occupational hearing conservationist or a technician in audiometry to perform the work required in the statement of work.	
<b>M2</b>	<p>If the proposed resource is a registered nurse or occupational health nurse, these resources must all hold a current license in Ontario and a member in good standing of the College of Nurses of Ontario or l'Ordre des infirmières et infirmiers du Québec, and who has completed a course in audiometry.</p> <p>Bidders must provide a proof of the license, membership and certificate of completed course including proof that the license is valid, with their bid.</p> <p>If the proposed resource is an Occupational Hearing Conservationist, the resource must hold a certification of the Council of Accreditation of Occupational Hearing Conservation (CAOHC);</p> <p>Bidders must provide a proof of the certification with their bid.</p> <p>If the proposed resource is a technician, the resource must hold a certificate in Audiometry from Canada or the US.</p> <p>Bidders must provide a proof of the Audiometry certification with their bid.</p>	

## CONTINUATION

<b>M3</b>	<p>The proposed resources must have completed a minimum of twenty (20) audiometry test within the past three (3) years.</p> <p>For each of the five (5) most recent audiometry test, bidders should provide, at a minimum:</p> <ol style="list-style-type: none"><li>1. the name and address of the organization for which the audiometry test was performed;</li><li>2. the start and end dates of the audiometry test.</li><li>3. the name and contact information of the organization's chief audiologist, chief physician, or chief Otolaryngologist or administrator who oversaw the audiometry test.</li></ol>	
<b>M4</b>	<p>Bidders must submit a proposed audiologist, physician or Otolaryngologist, to perform the work required in the statement of work.</p>	
<b>M5</b>	<p>If the proposed resources is an audiologist, the bidder must provide a proof of the Audiologist registration to the College of Audiologists and Speech-Language Pathologist of Ontario or to the Order des orthophonistes et audiologistes du Québec;</p> <p>Bidders must provide a proof of registration, including proof that the registration is valid, with their bid.</p> <p>If the proposed resources is a physician, the bidder must provide a proof of the physician's license and registration with the College of Physician and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada or the College des Médecins du Québec;</p> <p>Bidders must provide a proof of licence and registration, including proof that the registration is valid, with their bid.</p> <p>If the proposed resource is an Otolaryngologist, the bidder must provide a proof of the Otolaryngologist's license and registration with the College of Physicians and Surgeons of Ontario or the College des Médecins du Québec;</p> <p>Bidders must provide a proof of the license or registration, including proof that the license or registration is valid, with their bid.</p>	

## CONTINUATION

<b>M6</b>	The proposed audiologist, physician or Otolaryngologist must have one (1) year of experience in the last five (5) years in providing diagnostics.	
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#	<b>Mandatory Technical Criteria – Spirometry (Pulmonary function test)</b>	<b>Bidder's response Description (include location in bid)</b>
M1	<p>Bidders must submit a proposed technician who holds a valid diploma in Spirometry such as SpiroTrec© or equivalent from Canada or US to perform the work required in the statement of work.</p> <p>Or</p> <p>Bidders must submit a proposed registered nurse or Occupational Health Nurse who has completed the course in spirometry.</p>	
M2	<p>If the proposed resource is a technician, he/she must hold a valid diploma in Spirometry, such as SpiroTrec, or equivalent from Canada or US.</p> <p>Bidders must provide a proof of the diploma with their bid.</p> <p>Or,</p> <p>If the proposed resource is a registered nurse or Occupational Health Nurse they must all hold a valid licenses and they must all be members in good standing of the College of Nurses of Ontario or of l'Ordre des infirmières et infirmiers du Québec. They all also must hold a valid diploma in Spirometry such as SpiroTrec, or equivalent from Canada or US.</p> <p>Bidders must provide a proof of diploma with their bid.</p>	

## CONTINUATION

M3	The proposed technician, registered nurse or Occupational Health Nurse must all have at least two (2) years experience in spirometry testing over the past five (5) years.	
M4	Bidders must submit a proposed physician who holds a licensed to perform the work required in the statement of work.	
M5	<p>The proposed physician and backup resources must hold a valid diploma in Spirometry, such as SpiroTrec, or equivalent from Canada or US.</p> <p>The proposed physician must provide a proof of the College of physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Canada, or the College des Médecins du Québec;</p> <p>Bidders must provide a proof of the diploma with their bid.</p>	
<b>#</b>	<b>Mandatory Technical Criteria – Psychological Assessments</b>	<b>Bidder’s response Description (include location in bid)</b>
M1	Bidders must submit a proposed psychometrist to perform the work required in the statement of work.	

## CONTINUATION

<b>M2</b>	<p>The proposed psychometrist is a member is good standing with the Ontario Association of Consultants, Counsellors, Psychometrist and Psychotherapist (OACCPP), l'Ordre des psychologues du Québec or an equivalent regulating body.</p> <p>Bidders must provide a proof of the license, membership and proof that the license is valid, with their bid.</p>	
<b>M3</b>	<p>The proposed psychometrist must have completed a minimum of ten (10) psychological risk assessments within the last five (5) years.</p> <p>For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum:</p> <ol style="list-style-type: none"><li>1. the name and address of the organization for which the risk assessment was performed;</li><li>2. the start and end dates of the risk assessment.</li><li>3. the name and contact information of the organization's chief psychologist or administrator who oversaw the risk assessments.</li></ol>	
<b>M4</b>	<p>Bidders must submit a proposed psychologist to perform the work required in the statement of work.</p>	
<b>M5</b>	<p>The proposed psychologist is a member in good standing with the College of Psychologists of Ontario, l'Ordre des psychologues du Québec.</p> <p>Bidders must provide a proof of the license, membership and proof that the license is valid, with their bid.</p>	

## CONTINUATION

<b>M6</b>	<p>The proposed psychologist must have completed a minimum of ten (10) psychological risk assessments within the last five (5) years.</p> <p>For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum:</p> <ol style="list-style-type: none"><li>1. the name and address of the organization for which the risk assessment was performed;</li><li>2. the start and end dates of the risk assessment.</li><li>3. the name and contact information of the organization's chief psychologist or administrator who oversaw the risk assessments.</li></ol> <p>The proposed psychologist must have one (1) year of experience in the past five (5) years in assessing using norms established specifically for firearms use by Security personnel or Police.</p>	
<b>M4</b>	<p>Bidders must submit a proposed physician registered as a specialist in psychiatry to perform the work required in the statement of work.</p>	
<b>M5</b>	<p>The proposed physician registered as a specialist in psychiatry is a member in good standing with the College of Physicians and Surgeons of Ontario, or the Royal College of Physicians and Surgeons of Ontario, or Collège des médecins du Québec.</p> <p>Bidders must provide a proof of the license, membership and proof that the license is valid, with their bid.</p>	
<b>M6</b>	<p>The proposed physician must have completed a minimum of ten (10) psychological risk assessments within the last five (5) years.</p> <p>For each of the five (5) most recent risk assessments, Bidders should provide, at a minimum:</p> <ol style="list-style-type: none"><li>1. the name and address of the organization for which the risk assessment was performed;</li><li>2. the start and end dates of the risk assessment.</li><li>3. the name and contact information of the organization's chief psychologist or administrator who oversaw the risk assessments.</li></ol>	



## CONTINUATION

	<p>The proposed psychologist must have one (1) year of experience in the past five (5) years in assessing using norms established specifically for firearms use by Security personnel or Police.</p>	
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**TABLE 2 – RATED CRITERION (STAGE II)**

Bidders who have met the Mandatory Criterion will be evaluated on the basis of the following Rated Criteria.

#	Description of Criterion	Bidder's Proposal Reference
<b>R1</b>	<p>The Bidder should provide two (2) Project Summary to demonstrate it has experience relevant to the work described in Appendix D – Statement of Requirements which was delivered to organizations other than the Service in the last three (3) years calculated from the closing date of this RFP.</p> <p>The submitted Project Summary will be assessed as to their quality and relevance to the identified themes by the Bidder. Within the Project Summary provided, the Bidder should indicate:</p> <ol style="list-style-type: none"> <li>1. Project Title;</li> <li>2. Name of the client organization, if not under privacy agreement, otherwise describe the sector and type of organization;</li> <li>3. Scope of the services provided ;</li> <li>4. Start and end date (YYYY-MM-DD);</li> <li>5. Project Size (\$-value to the Bidder);</li> <li>6. Number, and role of Bidder resources (including relevant qualifications)</li> <li>7. Client Project Authority: name, address, telephone number and email address;</li> </ol> <p>Bidder should provide the Project Summary by completing a copy of the “Project Summary” form included under Appendix F.</p> <p>The Service reserves the right to communicate with the named client contact for the purpose of verifying the accuracy and veracity of the information provided in the Bidder's Offer. Should the Service choose to communicate with the named client contact and should one (1) or more named client contacts provide a negative reference regarding the accuracy or veracity of the Bidder's offer, the Bidder will not be awarded any points against this rated criterion.</p>	

## CONTINUATION

<b>R2</b>	<p>Approach and Understanding</p> <p>The Bidder should describe its proposed approach for the work described in Appendix D, Statement of Work.</p> <p>The Bidder should provide their proposed approach to the following elements of capabilities:</p> <ol style="list-style-type: none"><li>1. The Bidder's understanding of the project scope and PPS' expected outcomes;</li><li>2. The project methodology and proposed Work Plan. The Work Plan should include a proposed schedule of all events, that includes information collection, reports and writing of analysis; and</li><li>3. The Bidder's proposed approach to communication, aimed at ensuring that the PPS PA is kept apprised of issues that may arise with the quality and timeliness of deliveries.</li></ol>	
<b>R3</b>	<p><b>Proposed Resource Information</b></p> <p>The Bidder should provide a CV of their proposed resource. The Bidders proposed resource will be evaluated on the extent to which it is relevant to the requirement, as described in the SOW.</p>	

## CONTINUATION

### APPENDIX F – PROJECT SUMMARY TEMPLATE

<b>Project Reference #: _____</b>			
<b>Client:</b>			
<b>Project Start Date (dd/mm/yyyy)</b>		<b>Project End Date: (dd/mm/yyyy)</b>	
<b>Approximate Annual Dollar Value to the Bidder (\$CAD)</b>			
<b>A description of the project (tasks and deliverables):</b>			
<b>A description of how the project was delivered in a bilingual setting:</b>			
<b>A description of the client environment in which the project was completed:</b>			
<b>The bilingual capacity of the resource (s) involved in the project:</b>			
<b>Client Project Authority:</b>			
<b>Name:</b>			
<b>Address:</b>			
<b>Telephone Number:</b>			
<b>Email Address:</b>			