Request for Proposal

For

Employee Engagement Survey for the Parliamentary Protective Services (PPS)

Request for Proposal No: PPS-RFP-2021-082 Date of Issue: 2021-09-16

Submission Deadline: 2021-10-14

CONTINUATION

TABLE OF CONTENTS

Part 1 – Introduction

- 1.1 Invitation to Bidders
- 1.2 Type of Agreement for Deliverables
- 1.3 No Guarantee of Volumes or Exclusivity of Agreement
- 1.4 Submissions Instructions
- 1.5 Communications During Soliciation Period
- 1.6 Amendment and Withdrawal of Responses

Part 2 – Evaluation of Proposal

- 2.1 Stages of Evaluation
- 2.2 Mandatory Requirements
- 2.3 Rated Criteria
- 2.4 Tie Score

Part 3 – Terms of Reference and Governing Law

- 3.1 Bidders to Follow Instructions
- 3.2 Communication of RFP Documents and Addenda
- 3.3 Information in RFP an Estimate Only
- 3.4 Bidders Shall Bear Their Own Costs
- 3.5 Communication After Issuance of RFP
- 3.6 Negotiations, Notification and Debriefing
- 3.7 Conflict of Interest and Prohibited Conduct
- 3.8 Confidential Information
- 3.9 Procurement Process Non-Binding
- 3.10 Governing Law and Interpretation

Appendix A – Framework Agreement Terms & Conditions

Appendix B - Proposal Submission Form

Appendix C – Pricing Structure Form

Appendix D - Statement of Requirements

Appendix E – Evaluation Criteria and Financial Evaluation

Appendix F - Project Summary Template

CONTINUATION

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 **Employee Engagement Survey** 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 (1) 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 | 2021-09-16 |
|------------------------|-------------------------|
| Deadline for Questions | 2021-10-07 at 12:00 EDT |
| Submission Deadline | 2021-10-14 at 14:00 EDT |

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

CONTINUATION

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 October 7, 2021 to the following PPS contact:

Anne McMartin

Procurement

Ottawa ON K1A 0B8

Email: 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 Withdrawl 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.

| Parliamenta | ary Protect | ive Service |
|-------------|-------------|---------------|
| Service de | protection | parlementaire |

Page 5 of 42

PPS-RFP-2021-082

CONTINUATION

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.

CONTINUATION

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 reponses, 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.
- 2.2.3 The PPS intends to award up to One (1) Framework Agreements resulting from this RFP.

CONTINUATION

PART 2 – EVALUATION OF PROPOSALS

2.3 <u>Mandatory Requirements</u>

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 <u>Tie Score</u>

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

CONTINUATION

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.

CONTINUATION

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.

CONTINUATION

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 highestranked 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

CONTINUATION

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).

CONTINUATION

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.

CONTINUATION

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.

CONTINUATION

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 three (3) year, in accordance with the Terms and Conditions listed herein.

CONTINUATION

A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

- The Parliamentary Protective Service reserves the irrevocable option of extending this agreement under the same terms and conditions for an additional two (2) 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.

CONTINUATION

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.

CONTINUATION

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.
- 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 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 assignent 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

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

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.
- 23.3 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. | Jonathan Kealey Manager, Procurement 165 Sparks Street, Room 611 Ottawa, ON K1A 0A6 Tel: 613- 943-4063 Email: jonathan.kealey@pps-spp.parl.gc.ca |

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

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

34. <u>SUPPLIER REPRESENTATIVES</u>

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

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

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. <u>BIDDER INFORMATION</u>

| 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. | |
|--|--|
| Bidder Profile: | |
| 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): | |
| RFP Point of Contact: | |
| RFP Contact Person and Title: | |
| RFP Contact Phone: | |
| RFP Contact Facsimile: | |
| RFP Contact E-mail: | |

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:

^{*}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.

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 proposal, and/or the Bidder foresees an actual or potential Conflict of Interest in performing to obligations contemplated in the RFP. | • |
|---|--|---------------|
| | If the Bidder declares an actual or potential Conflict of Interest by marking the box above, the set out below details of the actual or pxotential Conflict of Interest: | e Bidder must |
| | | - - - |

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:

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

(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

APPENDIX B - PROPOSAL SUBMISSION FORM

8. <u>DISCLOSURE OF INFORMATION</u>

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.

| Signature of Witness | Signature of Bidder Representative |
|----------------------|--|
| Name of Witness | 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 Survey Instruments and Administration Cost

Survey Instruments and Administratives costs 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.

| Service type | Costs for service |
|--|-------------------|
| Survey Instrument including (customizing and testing) | \$. |
| Administration of the online survey | \$ |
| Report and presentation on analysis, benchmarking and interpretation | \$ |
| Data maintenance | \$ |

CONTINUATION

APPENDIX D - STATEMENT OF REQUIREMENTS

1. TITLE

Conducting an employee engagement survey

2. PURPOSE

The Parliamentary Protective Service (Service) is looking to qualify Suppliers to conduct an employee engagement survey.

3. BACKGROUND

The **Parliamentary Protective Service** (the Service) ensures physical security on the Parliament Hill and throughout the Parliamentary Precinct. To perform its duties the Service has a two-tiered governance structure. It reports to both Speakers of the Houses, who act jointly: they are the custodians of powers, privileges, rights and immunities of their respective Houses and of the members of those Houses. The role of the Royal Canadian Mounted Police is to lead security operations in accordance with the terms of the Memorandum of Understanding (MOU) agreed-upon between the Speakers of both Houses and the Minister of Public Safety and Emergency Preparedness.

The Service structure represent 5 different sectors that are divided in branches. Below is a high level of the sectors' descriptions:

- a. The Office of the Director comprises the Director of the Service, the Executive Assistant to the Director, the Chief of Staff, the General Counsel, the Diversity and Belonging, the Strategic Security Services and the Departmental Security Branches. The Director provides strategic leadership and governance to help the organization achieve its strategic priorities/objectives and deliver on its mandate. The Director oversees the Service's daily administrative and protective operations on Parliament Hill and within the Precinct. The Director manages the organization's budgets and works in partnership with the Interim Clerk of the Senate, Clerk of the Parliaments, Deputy Clerk (Administration) of the House of Commons and the RCMP's National Division and policing partners within the National Capital Region.
- b. **Operations Services:** Led by the Chief Operations Services, this is the core function of the Service and represents 85% of the Service workforce. The sector is providing protective services to parliamentarians, employees, visitors and buildings; controlling access to the Parliamentary Precinct; preventing, detecting and responding to potential threats; monitoring and responding to alarms within the Parliamentary Precinct; managing all operational communications; ensuring that Parliamentary traditions (e.g., Speaker's Parade and honour guard) are provided with necessary, uniformed resources as support.
- c. **Human Resources Services:** Led by the Chief Human Resources Officer, this sector is committed to serving and supporting managers and employees throughout the Service. It is accountable for a range of human resources services that support and increase the effectiveness of the organization and employee lifecycle. Human Resources is responsible for talent acquisition and job evaluation services, compensation and benefits programs, developing and administering programs that enhance employee experience and, in turn, foster employee engagement, Labour and Employee Relations, and Health and Well-being.
- d. Financial Services: Led by the Chief Financial Officer, this sector is responsible for corporate financial

CONTINUATION

planning and administration. In this context, Financial Services provides advisory services, high-quality products, and operational support in the areas of financial planning and administration, materiel and contract management to the Service and their staff.

- e. **Technology and Information Services:** Led by the Chief Information Officer, this sector provides information management, information systems and technology services to the Service. The Sector provides first-line guidance for information integrity and protection with respect to standards, classification, procedures, retention and disposition of information assets; first-line support to identify business requirements, based on business processes, by finding, recommending and procuring solutions (involving RFP processes); and it also provides support throughout the entire organization for all IT-related issues, hardware and software procurement and infrastructure requirements. The Sector collaborates closely with numerous partners within the Service, across the Parliamentary Precinct, and with external suppliers to support the Service's mandate.
- f. **Planning Services**: Led by the Chief Planning Officer, this sector is responsible for wide range of long-term planning and strategic alignment initiatives that support the delivery of the Service's strategic direction and plan, including infrastructure, business continuity, program delivery and review, corporate policy and corporate communications services.

The Human Resources (HR) Employee Experience Branch is responsible for building a positive employment experience of the Service's employees throughout their employment lifecycle. The HR sector develop appropriate programs and roll out initiatives aiming to engage and retain everyone at the Service throughout each stage of their employment lifecycles. Among its core and primary tasks, the HR sector is to conduct employee engagement surveys that will allow us to identify key areas of focus for the next 2-3 years.

The Human Resources conducts an employee engagement survey every two to three years. Due to the pandemic-related competing priorities, the next survey was postponed for a year. At the same time, HR been regularly (every 3-4 months) conducting internal pulse surveys through the Intranet. These surveys have been instrumental in identifying best approaches of the service delivery and in tailoring HR tools.

In 2018, the engagement survey was focused on identifying key drivers for our employees according to the Employee Effectiveness Model. Analysis of the key drivers, which was based on a 41% response rate, led to a primary recommendation to work at improving both employees' engagement and enablement:

- by focusing on identifying and removing barriers at work, making sure that the required resources are available and promoting the sharing of ideas and resources;
- by focusing on how better to align employees to the Service values and strategic direction to improve perceptions about management

Responding to the survey findings, the Service has committed to building employee performance and engagement. This became one of our strategic priorities identified in our Transitional Plan released in 2021. An action plan was adopted and it included the following priorities:

- update and revision of set of core values,
- development of employee review program focusing on the employees' growth and development,
- launch of recognition programs allowing to reward employees for their valuable contributions to our continued success, their behaviour exemplifying our core values, etc.

It is anticipated that the Service may require subsequent employee engagement surveys conducted under this Framework Agreement, subject to business requirements. It is estimated that the requirements may occur every third year calculated from the provision of last deliverable from the most recently completed survey. As

CONTINUATION

applicable, the Service may request a quote from the Supplier as per the Work Allocation Process detailed herein.

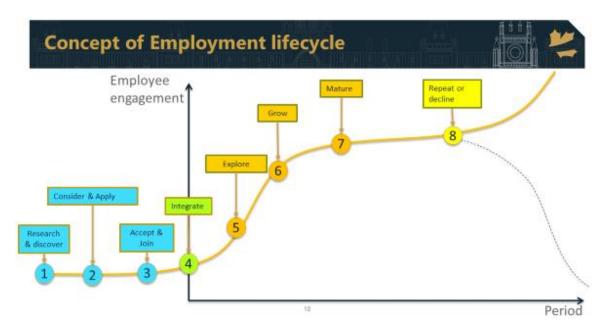
4. OBJECTIVES

The Service has a requirement to conduct an Employee Engagement Survey. In addition to this initial requirement, other related requirements may be identified under the umbrella of this Framework Agreement, subject to business needs.

The Supplier shall assist the Service in developing and administering an Employee Engagement Survey in order to determine through survey analysis and interpretation:

- 1) Current engagement score/level;
- 2) Progress achieved overall and in each of the areas of priority (for subsequent surveys);
- 3) Areas of organizational strengths; and,
- 4) Areas requiring further improvements.

The survey instrument will need to reflect questions that measure key engagement drivers on a broad spectrum of organizational areas and/or measure employee experience on each stage of their employment lifecycle at the Service according to the following concept:



5. **DEFINITIONS**

| TERM/ACRONYM | DEFINITION |
|--------------|----------------------------------|
| Service | Parliamentary Protective Service |

CONTINUATION

| Contracting Authority | The Contracting Authority shall be the sole authority on behalf of the Service for the administration and management of the FA. Any changes to the FA must be authorized in writing by the Contracting Authority. Suppliers shall not perform work in excess of or outside the scope of the FA based on written requests from any personnel from thr Service other than the Contracting Authority. The Contracting Authority for this requirement is named in clause 34 of the Terms and Conditions. |
|-----------------------------|--|
| Framework Agreement (FA) | An overarching agreement between the Service and a Supplier to provide services on an as-and-when-requested basis. A FA does not constitute a Contract. Individual service requirements will be initiated via a Purchase Order (PO). Upon acceptance of the PO by the Supplier, the PO forms a binding contractual commitment. |
| Parliamentary Precinct | For the purposes of this agreement, the Parliamentary precinct refers to buildings situated North and South of Wellington Street in the city of Ottawa that are occupied by the Service. |
| Project Authority (PA) | A person, occupying a specific position within the Service or fulfilling a specific organizational function, who is responsible for administration and management of any PO's and monitoring the Suppliers' execution of the work under the FA, as well as acting as a single point of contact on behalf of the Service. |
| SOR | Statement of Requirements |
| SOW | Statement of Work |
| Supplier(s) | The qualified supplier(s) selected pursuant to the competitive selection process, who under a valid FA are eligible to be considered for any resulting PO based on the Work Allocation Procedure defined herein. |

6. <u>IT REQUIREMENTS</u>

The Supplier shall describe the security features:

- The engagement survey must be managed on a secure platform;
- The platform must be secured through authentication and authorization. All communications must be done through secure protocols (such as SSL or https);
- Data should be encrypted in transit and when in rest;
- The platform should:
 - Be bilingual (English and French);
 - Be accessible from desktops (browsers) and mobile-friendly across Android and Apple platforms and provide the same experience as the desktop version;
- Platform should be Web Content Accessibility Guidelines (WCAG) compliant;
- All information relating to the affairs of the Parliamentary Protective Service or of its employees, or of Members or their 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.

CONTINUATION

7. SCOPE OF THE AGREEMENT

The Supplier and/or its resource(s) shall work with the Service PA who will work with internal stakeholders through an approved governance structure. The Supplier shall provide the following:

- Proposed survey instrument with the ability to modify and incorporate customized questions, if requested from the Service PA;
- Administration of the survey online and in English and French using an on-line platform available in both official languages;
- Weekly response rate updates during the survey administration phase;
- Analysis and interpretation of survey results;
- Benchmarking survey results against previous results (not included for the first iteration of the Employee Engagement Survey);
- Benchmarking survey results against other organizations (public and private) similar to the Service;
- Reporting of survey results at the corporate and service area levels as well as at a more granular levels (e.g., reporting information by sector, type of position, branch, gender, years of service, etc.); and
- Presentation of the corporate level results to a variety of audiences.

The survey instrument shall measure level of engagement of Service employees and the employees' experience. The survey instrument may respond to the following criteria:

- Mirror some questions from the first iteration of the survey administered in 2018;
- Measure employees' experience at each stage of the identified employment lifecycle (see section 3); and
- Help to identify areas of improvements (short and long-term).

8. SUPPLIER RESPONSIBILITIES

The Supplier and/or its resource(s) shall:

- Develop survey instrument by supplying survey questions with the ability to modify and incorporate
 customized questions, if requested from the Service PA, some of which may mirror questions from the
 survey administered in 2018;
- Administer a valid and reliable survey instrument that meets industry standards;
- Test the survey instrument with a sample of Service employees;
- Assist the Service PA in the communication of the engagement survey by providing emails and communications to be sent to the participants explaining the how, what and why of the engagement survey;
- Supply and administer online/web-based the Survey Instrument in French and English to all Service employees;
- Provide the Service PA with regular progress updates on response rates to allow the Service to focus on targeted communications;
- Provide anonymous dataset of all quantitative data. Variables to be removed include name, age and gender. The anonymous dataset should be held by third party and available for ulterior query by the Service PA:
- Provide results at the corporate level, by service area and by function. The Supplier and Service PA will
 identify the most appropriate means of supplying data or gathering results to report in this format;

CONTINUATION

- Provide detailed analysis, interpretation, summary of the qualitative and quantitative survey results and
 include industry-specific benchmarking comparisons. The detailed analysis and interpretation shall
 describe major themes and results, outline trends, and shall be compared to other similar organizations
 from public and private sectors;
- Compare survey results to previous survey iterations;
- Maintain survey data for a period of five (5) years after the date of the survey administration;
- Ensure compliance with the Service IT security requirements;
- Ensure knowledge transfer to the Service PA or representative(s) upon survey completion to enable the cascading of the survey findings to all levels in the organization; and,
- Advise the Service PA of any issues related to the provision of the deliverables.

9. SERVICE RESPONSABILITIES AND SUPPORT

The Service will be responsible for the following:

- Reviewing and approving the survey questions;
- Suggesting a limited number of additional survey questions;
- Implementing the communication plan;
- Developing and implementing deployment plan;
- Obtaining permission to share previous years engagement survey instrument if necessary;
- Providing a list of employees and their emails for testing and administration of the survey instrument; and
- Organizing sessions to share survey results.

10. <u>DELIVERABLES</u>

The Supplier shall ensure that the following activities be performed throughout the duration of the agreement:

| Item | Deliverable and description of activity | Acceptance criteria | Estimated Timeline |
|-----------------------|---|--|--|
| Pre-Survey Deployment | | | |
| 8.1 | Two (2) presentations of the survey methodology, and suggested approach along with examples of survey questions and format (including PowerPoint presentations in both English and French). | Provided to the Service PA in English and French for review and approval. | On or before ten (15) working days after the receipt of Purchase Order (PO) |
| 8.2 | Draft survey instrument | Provided to the Service PA in English and French for review, customization, and approval. Deliverable is to be submitted - in Word format | On or before ten (10) working days after the last presentation required under item 8.1 |

CONTINUATION

| | | or accessed through the Supplier's platform The survey instrument should | | | |
|---|--|--|---|--|--|
| | | include the Service's logo and colors | | | |
| 8.3 | Final survey instrument inclusive of introductory letter/instructions and formatted questions. | Provided to the Service in English and French for review and approval. | On or before fifteen (15) working days after approval of the Service PA of item 8.2 | | |
| | | Deliverable is to be submitted electronically through the supplier's platform | | | |
| Survey | / Deployment | | | | |
| 8.4 | Survey administration (electronically) | Provided to the Service in English and French. Deliverable is to be submitted | On or before fifteen (15) working days after completion of item 8.3 or as agreed | | |
| | | electronically. | upon between the supplier and the Service PA | | |
| 8.5 | Survey administration such as, but not limited to weekly response rates, questions from employees, etc. | | Ongoing | | |
| Post Survey Deployment (Analysis and Interpretation of Results) | | | | | |
| 8.6 | Final corporate report of all service area and function reports which includes methodology, research, analysis and interpretation of quantitative and qualitative results, trend analysis and/or comparative analysis. | Provided to the Service PA in English and French. Deliverable is to be submitted electronically. | On or before forty (40) working days after completion of item 8.5 | | |
| 8.7 | Conduct up to ten (10) presentations of the survey methodology, interpretation of the results, comparative analysis, recommendations. | Provided to the Service PA in English and French. Documents are to be submitted electronically in an agreed upon timeframe in advance of the presentations. | or as agreed upon between the supplier and the Service PA | | |
| 8.8 | Maintenance of data | Service query to be submitted as required within a two (2) business days' notice | Five (5) years after completion of item 8.7 | | |

CONTINUATION

11. <u>SERVICE TIMELINES</u>

The Service has a requirement to develop and administer an Employee Engagement Survey according to the timelines outlined in the table below:

| Activity | Estimated timeline |
|--|-----------------------|
| Agreement award | October 2021 |
| Initial draft of survey instrument | November 2021 |
| Review of draft survey instrument | November 2021 |
| Test survey instrument | December 2021 |
| Approval of the survey instrument | December 2021 |
| Initiate communication plan | December-January 2021 |
| Survey administration | February 2021 |
| Survey results analysis and key findings identification (including benchmarking information) | March 2022 |
| Survey results and key findings presented to SEC with recommendations on priorities for action that will provide the greatest impact on improving employee engagement. | April-May 2022 |
| Presentations to other stakeholder groups | June 2022 |

12. <u>SUPPLIER EXPERIENCE</u>

The Supplier shall have the following experience:

- Conducting employee engagement survey for public and/or private organizations in the five (5) past years (calculated from the closing date of this RFP);
- Designing and developing valid and reliable survey instrument;
- Administering web-based employee engagement surveys in the public and/or private sector in the past three (3) years (calculated from the closing date of this RFP);
- Conducting analysis and interpretation of employee engagement survey results and reporting on qualitative and quantitative findings as well as providing benchmarking information against organizations (public and private) similar to the Service; and
- Presenting survey findings to varying audiences including senior management.

13. RESOURCE EXPERIENCE AND QUALIFICATIONS

At least one of the Supplier's proposed resource(s) shall have the following experience and qualification:

- At least eight (8) years of experience in the development, administration and analysis/reporting of employee engagement surveys within the past ten (10) years (calculated from the closing date of this RFP);
- Have a minimum of a Master's Degree in a related field (organizational development, education, industrial psychology, etc.); and
- Ability to conduct presentations in English and French.

CONTINUATION

14. REPLACEMENT OF RESOURCE(S)

- Should the Supplier at any time be unable to provide the services of a named resource(s), the Supplier shall be responsible for providing replacement resources at the same cost, who must be of equivalent or greater ability or attainment, and whom must be acceptable to the Service PA;
- Resource replacements may be undertaken by the Supplier only under extenuating circumstances, and
 only with prior written approval from the Service PA. Resource replacement shall be considered only in
 circumstances such as: lengthy illness, maternity leave, unresolvable working relationships, and an
 employee leaving the Firm. The suitability of proposed replacement resources will be at the exclusive
 discretion of the Service PA:
- In advance of the date upon which any replacement resource(s) are to commence work, the Supplier must notify the Service PA, in writing, of the reason for the unavailability of the named resource(s). The Supplier must then provide to the Service PA the name(s) and detailed CV of the proposed replacement resource(s), describing their qualifications and experience. Proposed replacement resource(s) shall meet or exceed the experience, education, knowledge, skills and abilities, and security clearance requirements of the resource(s) they are proposed to replace; Proposed replacement resource(s) may be interviewed by the Service PA to ensure the suitability of the resource(s)'s experience and qualifications. Should the proposed replacement resource(s) not meet or exceed the ability/attainment of the resource(s) they are proposed to replace, the Service reserves the right to refuse the proposed replacement resource(s);
- Under no circumstances shall the Supplier allow performance of the services by a replacement resource that has not been duly authorized by the Service PA;
- Any cost associated with the replacement of the Supplier resource(s) shall be entirely at the Supplier's expense.

15. ACCOUNT REPRESENTATIVE

The Supplier shall provide an Account Representative responsible for handling the Service account and who shall be called upon to escalate unresolved complaints or issues. The Account Representative shall also be responsible for responding to or redirecting any technical questions regarding the Supplier's survey to an appropriate person.

16. LANGUAGE OF WORK

The Supplier and/or its resource(s) responsible for liaising with the Service PA must be able to do so in French and in English.

17. TRAVEL

Supplier resource(s) are responsible for their own travel costs and arrangements.

18. SECURITY REQUIREMENTS

- The Service will perform personal screening at the site access clearance level, for Supplier resources working on-site at Service premises.
- The Supplier shall treat all information taken off-site as Protected B.

CONTINUATION

• The Supplier must not distribute or remove any Service information or assets from the work site(s) except where approved in writing by the Service PA. All information provided to and developed by the Supplier will remain the property of the Service.

19. WORK ALLOCATION

For future iterations (beyond the 2021-22 edition of the Employee Engagement Survey)

- The Service PA will prepare a SOW outlining the requirements;
- The Service PA will seek a proposal from the Supplier by incorporating the SOW into an email and sending it to the qualified Supplier and request its receipt within a defined number of business days;
- Once the Service PA has accepted the proposal, a PO will be created and sent to the Supplier for commencement of work; and
- The Supplier shall not commence work until they are in possession of a signed PO.

20. RISKS AND CONSTRAINTS

Work under the resulting Framework Agreement is scheduled driven and conducted under tight deadlines. If the Supplier is unable to meet the expected deliverables in the specified timeline, the Supplier must notify the Service PA upon review of the required work and the associated schedule and propose appropriate risk mitigating strategies. The Service PA will have sole authority for approving any changes to the schedule of work and/or proposed risk mitigation plan(s).

CONTINUATION

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 Rated Criterias.

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

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 | | |
|-------------------------------|--------|--|
| Second-lowest rate | X | Total available points = Score for offer with second-lowest rate |
| Lowest rate Third-lowest rate | x | Total available points = Score for offer with third-lowest rate |
| And so on, for each | offer. | |

CONTINUATION

APPENDIX E - EVALUATION CRITERIA AND FINANCIAL EVALUATION

TABLE 1 – RATED CRITERION

Bidders will be evaluated on the basis of the following Rated Criterias.

| # | Description of Criterion | | | | |
|----|---|--|--|--|--|
| R1 | Project Experience (including CV review) | | | | |
| | The Bidder should provide two (2) project summaries delivered to other organizations than the Service in the last five (5) years calculated from the closing date of this RFP to demonstrate it has experience developing and administering web and paper-based employee engagement surveys as described in Appendix D – Statement of Requirements. The project summaries should include projects in which the proposed resources to the Service were involved. | | | | |
| | The submitted project summaries will be assessed as to their quality and relevance to the deliverables outlined in the SOR. Within the project summary provided, the Bidder should indicate: 1. Project title; | | | | |
| | 2. Name of the client organization, if not under privacy agreement, otherwise describe the sector and type of organization (i.e. Telecommunications, 5000+ employees, etc.); | | | | |
| | 3. Scope of services provided; | | | | |
| | 4. Start and end date (YYYY-MM-DD);5. Bidder resources involved (including details of their roles, qualifications, education and responsibilities and CVs); | | | | |
| | | | | | |
| | 6. List of deliverables: | | | | |
| | Define the process by which the survey instrument was developed; | | | | |
| | b. Explain how the survey was administered; | | | | |
| | c. Explain the method(s) used to analyze qualitative and quantitative data and benchmark it to other similar organizations (public and private sectors); and | | | | |

CONTINUATION

- d. If a presentation was provided, Bidder should identify the audience level such as executives of the organization, etc.
- 7. Project complexity; and
- 8. Client project authority: name, role, telephone number and email address.

Bidder should provide their two project summaries by using the "Project Experience" template included under Appendix F.

The Service reserves the right to communicate with the named reference 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 reference and should one (1) or more named reference provide negative feedback regarding the accuracy or veracity of the Bidder's offer, the Bidder will not be awarded any points against this rated criterion (R1).

R2 Proposed Approach/Methodology

The Bidder should demonstrate its capacity to meet requirements associated with the employee engagement survey strategy by providing the following information:

- a) Examples of survey questions that cover at a minimum (3) factors or drivers of engagement and/or employee experience
- b) Samples of data analyses and reports;
- c) Proposed approach for meeting each of the deliverables;
- d) Method by which the survey instrument will be deemed valid and reliable; and
- e) Method by which the survey results will be analyzed, interpreted, benchmarked and communicated.

CONTINUATION

APPENDIX F - PROJECT SUMMARY TEMPLATE

In accordance with Rated Criterion R2 (Appendix E, Evaluation Criteria and Financial Evaluation), Bidders are asked to provide two (2) written Project Summary for each stream they are submitting a proposal by completing the following form.

| 1. | Project Title: | | | |
|----|--|------------------------|------------------------------|--|
| 2. | Name of Client Organization: | | | |
| 3. | Scope of Services provide | ed: | | |
| | | | | |
| 4. | Start date (YYYY-MM-DD | ·): | End Date (YYYY-MM-DD): | |
| 5. | Project Size (\$ value to the Organization): | e Client | | |
| 6. | Project Size (\$ value to B | dder): | | |
| 7. | List of deliverables: | | | |
| | | | | |
| 8. | Project Complexity: | | | |
| 9. | - | er resources (includin | ng relevant qualifications): | |
| 10 | . Resources roles and Resp | onsibilities | | |
| 11 | . Client Project Authority: | | | |
| | Name: | | | |
| | Address: | | | |
| | Telephone Number: | | | |
| | Email address: | | | |
| | | | | |