

**Request for Proposal**

**For**

**Harassment and Violence Complaint Investigation and Mediation Services  
for the Parliamentary Protective Service**

**Request for Proposal No: PPS-RFP-2022-114**

**Date of Issue: November 28, 2022**

**Submission Deadline: December 22, 2022**

## CONTINUATION

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### 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 Solicitation Period
- 1.6 Amendment and Withdrawal of Responses

#### Part 2 – Evaluation of Proposals

- 2.1 Evaluation of Responses
- 2.2 Stages of Evaluation
- 2.3 Mandatory Requirements
- 2.4 Rated Criteria
- 2.5 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 Work**

#### **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 **Harassment and Violence Complaints Investigation and Medication 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>2022-11-28</b>
Deadline for Questions	<b>2022-12-15 at 12:00 Eastern Standard Time</b>
Submission Deadline	<b>2022-12-22 at 14:00 Eastern Standard Time</b>

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

## CONTINUATION

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### PART 1 – INTRODUCTION

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  
Senior Contracting Officer  
E-mail: [proposals-soumissions@pps-spp.parl.gc.ca](mailto:proposals-soumissions@pps-spp.parl.gc.ca)

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 December 15, 2022 to the following PPS contact:

Anne McMartin  
Senior Contracting Officer  
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.

## **CONTINUATION**

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### **PART 1 – INTRODUCTION**

- 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.
- 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

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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

## CONTINUATION

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### PART 2 – EVALUATION OF PROPOSALS

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 PPS has the intention of awarding up to three (3) Framework Agreements from this RFP.

#### 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.

## CONTINUATION

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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.



## CONTINUATION

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

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.

#### 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.

## CONTINUATION

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

#### 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.

#### 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-

## CONTINUATION

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

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 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.

## CONTINUATION

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

#### 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).

### 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

## CONTINUATION

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

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.

#### 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.

## **CONTINUATION**

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

#### **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

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### APPENDIX 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 D, Statement of Work;
- 2.3. Section C, Pricing Structure;
- 2.4. 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.

## CONTINUATION

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### APPENDIX 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



## CONTINUATION

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### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

documents, acquisition card forms and agreements issued by the Parliamentary Protective Service will make reference to the appropriate PST licence number.

#### 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.

## **CONTINUATION**

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

#### **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.

#### **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 clause 33.

#### **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.

## CONTINUATION

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### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

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 33.

#### 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.

## CONTINUATION

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### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 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.

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 Service's 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 The appropriate levels of personnel security screening will be required from all Supplier resources working with PPS information, PPS systems and assets, and/or on PPS premises.

26.2 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. The Supplier and its resources will not reproduce, use, divulge, release or disclose any PPS information they become aware of during the performance of work under this agreement.

## CONTINUATION

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### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

**27. DAMAGES TO PPS PREMISES**

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.

**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.

## CONTINUATION

### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 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:

<b>Project Authority</b> To be completed following agreement award.	<b>Contracting Authority</b> <b>Anne McMartin</b> Senior Contracting Officer 155 Queen Street, 4th Floor Ottawa ON K1A 0B8 Email: <a href="mailto:anne.mcmartin@pps-spp.parl.gc.ca">anne.mcmartin@pps-spp.parl.gc.ca</a>
<b>Enquiries (Primary Contact)</b> <b>Anne McMartin</b> Senior Contracting Officer 155 Queen Street, 4th Floor Ottawa ON K1A 0B8 Email: <a href="mailto:anne.mcmartin@pps-spp.parl.gc.ca">anne.mcmartin@pps-spp.parl.gc.ca</a>	

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:

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

## CONTINUATION

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### APPENDIX A – FRAMEWORK AGREEMENT TERMS AND CONDITIONS

#### 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, 4th Floor  
Ottawa ON K1A 0B8  
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

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

#### 37. FRAMEWORK AGREEMENT REFRESH

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:	



## CONTINUATION

### APPENDIX B – PROPOSAL SUBMISSION FORM

\*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:

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.

## CONTINUATION

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### APPENDIX B – PROPOSAL SUBMISSION FORM

#### 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 3.7 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
- 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.

## CONTINUATION

### APPENDIX B – PROPOSAL SUBMISSION FORM

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)

## CONTINUATION

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### APPENDIX B – PROPOSAL SUBMISSION FORM

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.

#### 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 Harassment and Violence Investigations

Resource Description	Per (diem rate)	
Harassment Investigations	Alternative fee arrangements, including flat fees per investigations rather than hours.	\$
	Hourly Rate	\$
	Daily rate (7-hour day)	\$

Daily rates, hourly rates or Alternative fees 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.

##### 1.2 Mediation Services

Resource Description	Rate	
Mediation consultations	Flat fee – per “case”	\$
	Hourly Rate	\$
	Daily rate (7-hour day)	\$

Daily rates, hourly rates or Alternative fees 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.

##### 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:

Hours worked x per diem rate

7.0

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

1. **TITLE**

Harassment and Violence Complaint Investigation and Mediation Services.

2. **PURPOSE**

The Parliamentary Protective Service (the Service) is looking to qualify Suppliers in each of the following streams:

1. Harassment and Violence investigation services
2. Mediation consulting services

Suppliers are encouraged to submit for one or more streams. The Service has an ongoing requirement for, on an as-and-when required basis.

3. **BACKGROUND**

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. While the Director of the Service must be a member of the Royal Canadian Mounted Police (RCMP) by law, he or she has control and management of the daily operations of the organization.

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.

In accordance with the Parliament of Canada Act, the Service is responsible for all matters with respect to physical security throughout the parliamentary precinct and Parliament Hill. As a parliamentary entity, the Service has its own authority to set policies under the joint general policy direction of the Speaker of the Senate and the Speaker of the House of Commons.

Considering this work environment and under the general direction of the Corporate Policy Branch of the Service, suppliers will be expected, on a as and when requested basis, to develop internal policy instruments that align with the organizational priorities and objectives. As part of the development of

## CONTINUATION

### APPENDIX D – STATEMENT OF WORK

policies, suppliers' resources will lead or participate in consultations with managers and subject matter experts of the organization.

The Corporate Policy Branch will provide the policy instrument structure of the Service and related templates in order to guide the development of policy instruments

#### 4. DEFINITIONS

TERM/ACRONYM	DEFINITION
<b>Contracting Authority</b>	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 are not to perform work in excess of, or outside the scope of the FA based on written requests from any of the Service personnel other than the Contracting Authority. The Contracting Authority for this requirement is named in clause <u>34</u> of the Terms and Conditions.
<b>Framework Agreement</b>	An overarching agreement between the Service and a qualified Supplier to provide services on an as-and-when-requested basis. An FA does not constitute a Contract. Individual service requirements will be initiated via a PO document duly authorized by the PPS Representative. Upon acceptance of the PO by the Supplier, the PO forms a binding Contractual Commitment.
<b>Service</b>	Parliamentary Protective Service
<b>Project Authority (PA)</b>	A person, occupying a specific position within the Service or fulfilling a specific organizational function, who is responsible for administration and management of any POs 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.
<b>Purchase Order (PO)</b>	Under a valid FA, a document prepared by the Service and issued by the PPS Representative to a Supplier, through which the Service will acquire the required services; and which will contain requirements for the provision of said services, which will be consistent with the SOW and may consist of any combination of the required services listed in 6.0 Scope of Work, and in accordance with the tasks associated with each Resource Category defined herein.
<b>RCMP</b>	Royal Canadian Mounted Police
<b>SOW</b>	Statement of Work
<b>Suppliers</b>	The qualified suppliers selected pursuant to the competitive selection process, who under a valid FA are eligible to be considered for any resulting Purchase Order(s) based on the PO allocation process defined herein.

## CONTINUATION

### APPENDIX D – STATEMENT OF WORK

#### 5. APPLICABLE DOCUMENTS AND GLOSSARY

##### 5.1 Core Values

Because core values play such an essential role, the Service initiated an employee-led review of our Core Values. They represent our organization's deeply held beliefs and they are at the heart of what we stand for. They are the compass that guide us in our decisions and actions.

Core Values
<p><b>Respect: We Value All People</b></p> <p>We value our colleagues, our partners, our clients, visitors to Parliament Hill and ourselves. We show the utmost appreciation for the dignity, diversity, and worth of all people. We value the different backgrounds, experiences, world views and expertise that each of us brings, recognizing that together our differences drive better decisions, increased innovation, stronger performance, and a culture where everyone can be themselves. We take pride in having a workplace that is inclusive, equitable and respectful.</p>
<p><b>Professionalism: We Value Professional Conduct</b></p> <p>As experts in our fields, no matter our role within the organization, we seek to achieve excellence in service provision by conducting our work with proficiency. We deliver on our mandate while applying the highest standards of behaviour and ethics.</p>
<p><b>Accountability: We Accept Responsibility</b></p> <p>We are responsible for our actions and we foster an environment that encourages every person to be accountable. We take ownership for the quality of our work individually and as a team; our focus is on a successful outcome for all. When things don't go as planned, we proactively use it as an opportunity to share and learn.</p>
<p><b>Integrity: We Do What Is Right</b></p> <p>We perform our duties in an ethical, honest, transparent, non-partisan and fair manner. We show uncompromising adherence to doing the right thing and to acting truthfully and honourably. We act with integrity even in the absence of scrutiny.</p>
<p><b>Leadership: The Courage to Shape a Better Future</b></p> <p>We empower others by shaping an environment that allows us to achieve our objectives through our unique contributions. We inspire others into action by motivating each other to be the best that we can be. We demonstrate resiliency and flexibility, recovering from and quickly adjusting to difficulties. We are real, vulnerable, transparent human beings who speak the truth, value others' contributions, and invest in each other's growth. Leadership is the culmination and active practice of all our core values.</p>



## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 5.2 The Service Structure

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

- 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, Operational Evaluation and Continuous Improvement, 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.
- Operations Services: Led by the Chief Operations Officer, 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.
- 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.
- Financial Services: Led by the Chief Financial Officer, this sector is responsible for corporate financial 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.
- 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,

## CONTINUATION

### APPENDIX D – STATEMENT OF WORK

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.

- 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.

### 5.3 Workforce

The Service encompasses a wide range of employees from various backgrounds, levels of education and specialization that are grouped into two (2) major areas of functions: Operational (represents 85% of the Service employees) and Administrative (represents 15% of the Service employees). Within those areas of functions, there are four (4) main categories: senior management, management, supervisory and employees.

Categories	Description	Operational	Administrative
Senior Managers	The senior managers support the strategic direction of the organization by mobilizing both administrative and operational business plans and programs that drive operational excellence through the delivery of corporate programs, activities and initiatives.	Chief (Sector), Deputy Chief, Operations Commander	Chief (Sector), Deputy Chief
Middle Managers	Middle Managers are responsible with managing resources — whether financial, material, or personnel. Middle Managers focus on determining “what” it is their branch or unit does (i.e., purpose, function and roles). They have more insight into the broader operations of the business and make sure their branch or unit is aligned with the strategy of the organization. A middle manager can allocate resources to meet the organization's goals. Within the Service, a manager may oversee employees directly, or oversee a team of supervisors.	Senior Manager, Staff Sergeant, Manager, Sergeant	Senior Manager, Manager
First Level Managers / Supervisors	Comprised of front-line managers/supervisors, this category generally oversees a group of operational employees in similar jobs (from 12 to 25), who are doing	Supervisor	Team Lead

## CONTINUATION

### APPENDIX D – STATEMENT OF WORK

	similar work. First Level Managers/Supervisors are focused on day-to-day operations of “how” to implement management’s decisions in their team through the work of subordinates. They work alongside employees, looks after their work and performance. This stream representants most of our supervisory population.		
Employees	Comprised mainly of front-line Operational employees (more than 80%). Operational employees work in the detection and protection to ensure the delivery of our organization’s mandate. Administrative employees comprise up to 20% of the workforce and support our mandate by providing services within Human Resources, Financial, Communications, Strategic Planning, Technology and Information services.	Protection Officer, Detection Officer	Senior Advisor, Advisor, Senior Analyst Analyst, Administrative Coordinator, Support Officer

#### 6. BUSINESS AND/OR TECHNICAL ENVIRONMENT

##### 6.1 Business Environment

6.1.1 The Service’s administration’s regular core hours of operation are Monday to Friday, 8:00 a.m. to 5:00 p.m. Eastern Time; however, the Service operates 24 hours a day, seven days a week

6.1.2 The Supplier must provide services to the Service within the Parliamentary Protective Service’s regular hours of operation and must be available to attend meetings during those hours. In emergency situations, the Supplier may need to provide services outside regular core hours

##### 6.2 Technical Environment

It is the responsibility of the Supplier to ensure that all deliverables and services provided are in conformance with the Service’s standard desktop operating software, currently, Microsoft Office Suite (including Word, Excel, and PowerPoint, Adobe Acrobat).

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 7. SCOPE OF WORK

##### 7.1 Streams

The scope of work is divided into two streams:

1. Harassment investigation services
2. Mediation consulting services

The process governing the request for all streams will be enacted through a number of POs upon request and when a need arises. The Suppliers and/or its resource(s) will facilitate/deliver components as identified under each stream, separately, in both official languages. As applicable, a quotation will be requested and approved by the PPS Representative prior to issuing a PO.

The Service makes no commitment or representation that a minimum level of business or any level of business will result from this FA. Service does not imply nor warrant that it will require the Supplier's services.

##### 7.1.1 Stream 1: Harassment Investigation Services

**The Investigator will investigate the Complaint in accordance with the following terms and conditions:**

1. The PPS representative will provide the Investigator with the formal Complaint, the informal Complaint in addition to any relevant documents/information received in regards to the Complaint.
2. The Investigator must protect any personal information that is in his or her possession with respect to the Complaint and the investigation in accordance with the provisions of the *Privacy Act*, including the identities of the persons involved in the Complaint, unless they provide their consent to be identified, pursuant to the *Canada Labour Code*, Part II.
3. The Investigator will review the Complainant's written allegations and ensure that the allegations are clearly identified, and that the Respondent and witness(es) relevant to the allegations have also been identified, and that the Complaint includes relevant documentation.

If any new allegations or Respondent or witness are identified by the Investigator during the course of the investigation, he/she will notify the PPS representative, prior to undertaking any action and seek PPS's approval for any resultant required action.

4. The Investigator will investigate the allegations of work place violence as contained in the Complaint.

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

The Investigator will adhere to the following timeframes, or timeframes as may otherwise be agreed to by the parties to this Statement of Work in writing:

- (a) Investigation: (complete within 90 days of appointment)
  - (b) Final Report submitted to PPS: (within 10 business days following the investigation completion)
5. The Investigator will provide the PPS representative with the list of witnesses and a list of any of the relevant documentation required. The PPS representative will provide the Investigator with the telephone numbers or other contact information for the Complainant, Respondent, and witnesses, will inform them that the Investigator will be in contact with them, and will assist in arranging the date, time and location of the interview(s).
  6. The Investigator will conduct interviews in the official language of the Complainant, Respondent or witness's choice.
  7. The Investigator will consider requests from PPS employee, witness, Complainant and Respondent, to meet in an alternative location.
  8. The Investigator will explain to Parties the workplace Harassment and violence investigation process, including the obligation to maintain the confidentiality and privacy of all persons involved as well as the right to have a person of their choice accompany them. The Investigator will respond to questions from the Complainant, Respondent or witness concerning the investigation process.
  9. The Investigator will ensure that the Respondent has sufficient opportunity to review the allegations against them and respond to them, either verbally or in writing.
  10. If applicable, the Investigator will advise the PPS representative of any failure to cooperate on the part of a party or witness. The Investigator will provide monthly written progress reports to the PPS representative on the status of the investigation or updates as requested.
  11. The Investigator will ensure that all relevant documentation and witnesses in support of responses are identified, and will determine what additional information might be required to clarify and allow a full assessment of the facts related to the allegations.
  12. The Investigator will allow the Complainant, Respondent and witness to review their statements as recorded and ask them to sign witness statements to confirm accuracy immediately following interviews or as soon as practicable thereafter.

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 7.1.2 Stream 2: Mediation Consulting Services

The Supplier and/or its resource(s) will deliver the mediation services in alignment with the Service's environment, strategic priorities, core values and Canada Labour Code and Regulations.

The Service's expectations are that:

- ✓ A variety of activities and approaches will be used to provide mediation services to clients.
  - **Individual Meetings** : the supplier will meet with each party individually first to learn more about each party's perspectives and goals for mediation, to discuss the mediation process, and to identify possible resolutions. We will also consider whether any procedural adjustments are needed to create a safe, productive, and balanced process.
  - **Joint Sessions**: Joint sessions can be scheduled with the parties on their own, or the parties with their representatives. Joint sessions can also be scheduled with larger groups or teams. Ranging from 2-20 individuals.
- ✓ The expected types of mediation services that the Supplier and/or its resource(s) should be able to provide include:
  - Informal Conflict Resolution Discussion/Mediation
  - Facilitative Mediation
  - Evaluative Mediation
  - Transformative Mediation
  - E-mediation
- ✓ The mediation services will require knowledge and/or significant experience of mediation delivered to organizations similar to the Service's (government and paramilitary institutions) or similar environmental setting.
- ✓ Required knowledge and capabilities of the Supplier and/or its resource(s) may include, but are not limited to:
  - Developing of workplan and communications for groups of individuals involved
  - Building credibility
  - Promoting report
  - Assisting the groups to evaluate various methods of conflict resolution and selecting best approach
  - Gathering and verifying accurate data about the personalities, contest and substance of disputes
  - Identifying strategies and approaches that enable the groups to move towards agreement
  - Building trust and cooperation in groups (e.g. handling strong emotions, identifying perceptions and minimizing effects of stereotypes, building recognition of the legitimacy of the parties and issues, clarifying communications)
  - Bringing the groups' interests together
  - Proposing solutions or facilitating groups solutions that meet the fundamental interests of all clients
  - Presentation of summary report to leadership outlining outcomes of sessions and next steps

## CONTINUATION

### APPENDIX D – STATEMENT OF WORK

#### 8. DELIVERABLES

##### 8.1.1 Stream 1: Harassment Investigation Services

Deliverable	Description	Acceptance Criteria	Due Date
Investigation/Interview's Draft report	Contains analysis and substantiated conclusions for review and comments as well as summaries of all interviews.	Electronic version in one or both official languages, as stipulated in the PO.	Within 10 business days of investigation completion
Final report	Contains final analysis and substantiated conclusions.	Electronic version in one or both official languages, as stipulated in the PO.	Within 10 business days of investigation completion or of receiving comments on the draft report.
Status reports	Regular updates to PPS Representative regarding status of file.	Electronic updates at pre-determined intervals.	Monthly or as requested

##### 8.1.2 Stream 2: Mediation Consulting Services

The Supplier shall ensure that the activities outlined in the scope of this agreement to be performed throughout the duration of the contract will include but not be limited to:

- ✓ Pre-mediation research and analysis to understand background and key issues of cases;
- ✓ Provide group mediation sessions to identified participants on an as needed basis;
- ✓ Provide post-mediation support and follow up with the groups' participants based on the identified needs during the mediation sessions;
- ✓ Provide the Service's leadership with the sessions' summary or report within 10 days after each delivered session;
- ✓ Recommend action plans to the leadership based on the outcomes of sessions;

Provide advice to leadership in regard to the Service's approach as to the prevention and resolution of cases;

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 9. SERVICE TIMELINES

The Service has a requirement for harassment investigation and mediation consulting services on an as required basis.

#### 10. WORK ALLOCATION PROCEDURE

The Service may choose to request a proposal for the services requested in the RFP (independently or for any combination of service) as per the following;

- ✓ PPS Representative will prepare a SOW for the requirement;
- ✓ PPS Representative will seek proposals from one or more Suppliers by incorporating the SOW to an email and sending it to the selected qualified Supplier(s);
- ✓ Proposal(s) are to be received by the PPS Representative within seventy-two (72) hours of the Service's issuance of the email to the Supplier;
- ✓ Once the PPS Representative or designated authority has determined the successful Supplier, a PO will be created and sent to the Supplier for commencement of work;
- ✓ The Supplier must not commence work until they are in possession of a signed PO; and
- ✓ Once the PO has been issued, the PPS Representative will contact the Supplier to initiate the kick-off meeting.

#### 11. SUPPLIER RESPONSIBILITIES

In fulfilling the terms and conditions of the FA, the Supplier agrees to:

- ✓ Be capable of commencing work within five (5) calendar days following receipt of a PO;
- ✓ Be available for the completion of the entire PO;
- ✓ Confirm with the PPS Representative, in writing, the receipt and successful completion of all PO requests;
- ✓ Provide a work plan, schedule and confirmation of any previously provided estimates of all costs/prices, prior to commencement of work;
- ✓ Complete tasks according to pre-defined schedules and standards, as outlined in each PO;

As required, liaise with the PPS Representative and any key stakeholders identified by the PPS Representative for meetings, project reviews and other related project management support activities.



## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 12. SERVICE RESPONSIBILITIES AND SUPPORT

The Service Contracting Authority, as defined in 4.0, Definitions and Applicable Documents, is named in the FA Terms and Conditions (clause 34, Parliamentary Protective Services Authorities).

The Service Project and Technical Authorities, as defined in 4.0, Definitions and Applicable Documents, will be named within resulting POs.

As required in support of the Supplier's completion of work requirements, the Service will provide:

- ✓ The POs via email, which will contain the instructions for the services required;
- ✓ Access, as required, to Service facilities and/or the PPS Representative and/or Service Project personnel for meetings, liaisons, consultations and for additional information;
- ✓ Access to relevant documentation and reference materials to which the Supplier would not otherwise have access; The Service may arrange for the translation of documents where bilingual documentation is required;
- ✓ Review of deliverable submissions and the provision of comments and/or suggested revisions in a timely manner; and

Other assistance and support as required and deemed appropriate by the Service.

#### 13. SUPPLIER EXPERIENCE

##### 13.1 Stream 1: Harassment Investigation Services

Bidder must demonstrate they have a minimum 5 years of experience providing harassment investigation service or a combination of education/experience in harassment investigation services.

The Supplier will ensure that the proposed resources demonstrate their profile of experience.

- ✓ Knowledge of the *Canada Labour Code*, the Canadian Human Rights Act and any other legislation that is relevant to harassment and violence in the workplace
- ✓ Experience applying federal, provincial or territorial labour acts or regulations or harassment and violence policies
- ✓ Experience applying the Canadian Human Rights Act and conducting investigations involving various forms of prohibited grounds of discrimination (e.g. sex, race, gender expression, disability)
- ✓ Investigating in an environment with a unionized workforce
- ✓ Investigating human rights violations (race, ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, disability, genetic characteristics, a conviction for which a pardon etc.)
- ✓ Systemic investigation
- ✓ Harassment investigation

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

- ✓ Violence investigation
- ✓ Sexual harassment investigation
- ✓ Domestic violence investigation
- ✓ Cyberbullying investigation
- ✓ A variety of industry sectors (e.g. public, private, not-for-profit, military, service sector)
- ✓ The Supplier will ensure that the proposed resources describe experience generally and not necessarily on each specific requirement below
- ✓ Experience related to workplace harassment and violence investigations. Include a detailed description of your role (e.g., responsibilities, duties, actions) involved in completing the investigation
- ✓ Experience writing detailed and summary investigation reports. Include a description of the content of your reports.

#### 13.2 Stream 2: Mediation Consulting Services

Bidder must demonstrate they have a minimum 5 years of experience providing mediation services or a combination of education/experience in mediation services.

The Supplier will ensure that the proposed resources demonstrate their profile of experience.

- ✓ Experience in Pre-mediation research and analysis to understand background and key issues.
- ✓ Experience in providing group mediation sessions
- ✓ Experience in providing post-mediation support and follow up with the groups' participants
- ✓ Experience in providing executive summary or reports

#### 14. PROPOSED RESOURCE EXPERIENCE AND QUALIFICATIONS

##### 14.1 Stream 1: Harassment Investigation Services

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

- ✓ At least five (5) years experience or a combination of education/experience in providing and delivering at least 5 harassment investigation services per year within the past ten (10) years.
- ✓ A minimum of a Master's Degree in a related field (organizational development, education, industrial psychology, etc.); and
- ✓ Workplace investigator certification or education
- ✓ A valid Criminal Record Check & valid Vulnerable Sector Check
- ✓ Ability to provide services in **English and French**

Proof of training should be made available upon request (copies of degrees, diplomas, certificates, etc.).

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 14.2 Stream 2: Mediation Consulting Services

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

- ✓ At least five (5) years or a combination of education/experience in providing and delivering at least 5 mediation services per year within the past ten (10) years;
- ✓ Have a minimum of a Master's Degree in a related field (organizational development, education, industrial psychology, etc.);
- ✓ A certificate in mediation (e.g. Alternative Dispute Resolution Institute of Canada, International Mediation Institute, etc.) is required with an Integral Mediation Certificate being considered an asset with increasing weight given to each level attained (Qualified Mediator, Chartered Mediator); and
- ✓ Ability to provide mediation services in **English and French**.

#### 15. 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 PPS Representative.
- Resource replacements may be undertaken by the Supplier only under extenuating circumstances, and only with prior written approval from the PPS Representative. 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 PPS Representative.
- In advance of the date upon which any replacement resource(s) are to commence work, the Supplier must notify the PPS Representative, in writing, of the reason for the unavailability of the named resource(s). The Supplier must then provide to the PPS Representative 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 PPS Representative 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 PPS Representative.
- Any cost associated with the replacement of the Supplier resource(s) shall be entirely at the Supplier's expense.

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

#### 16. LOCATION OF WORK

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

Interviews will normally be conducted on site, at Parliamentary Precinct buildings, within the National Capital Region.

Mediation sessions will be held on site, at Parliamentary Precinct buildings, within the National Capital Region and on-line.

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.

#### 17. LANGUAGE OF WORK

The Supplier and/or Supplier's resource(s) **must** be able to communicate in both **English and French** as per the Official Language Act.

Documentation, including the briefings and the summaries, may be delivered in English, French or both, depending on the needs of each requirement. Language requirements will be further stipulated within any resulting PO.

#### 18. REPORTING AND COMMUNICATION

Specific reporting requirements will be stipulated within any PO issued to the Supplier, and may include, but are not limited to, any of the following:

- ✓ Timesheet reports;
- ✓ Invoicing reports;
- ✓ Status progress reports;
- ✓ Outcomes/results report; and
- ✓ Other related reporting.

The Supplier shall provide detailed timesheet reporting templates for timesheet the Service submission. This template will be approved by the PPS Representative.

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

Reporting requirements will vary based on the applicable resource category and level, and the timing of any required reports will be specified within the PO.

At a minimum, the Supplier shall be responsible for facilitating and maintaining regular communication with the PPS Representative, or their designate, throughout the duration of the FA. In addition, the Supplier shall immediately notify the PPS Representative of any issues, problems, or areas of concern in relation to any work completed under a PO as they arise.

#### 19. **SECURITY REQUIREMENTS**

The Supplier's proposed resource must possess a valid Government of Canada security clearance at a minimum level of "Secret", at the time proposal submission and must maintain the security clearance for the duration of the contract.

- the appropriate levels of personnel security screening will be required from all Supplier resources working with PPS information, PPS systems and assets, and/or on PPS premises.
- The Supplier must not distribute or remove any Service information or assets from the work site(s) except where approved in writing by the PPS Representative. All information provided to and developed by the Supplier will remain the property of Service. The Supplier and its resources will not reproduce, use, divulge, release or disclose any PPS information they become aware of during the performance of work under this agreement.

The Supplier shall be required to sign a non-disclosure form prior to commencing work.

#### 20. **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:

##### 20.1 **Efficient time management**

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.

##### 20.2 **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.

## CONTINUATION

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### APPENDIX D – STATEMENT OF WORK

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.

#### 21. RISKS AND CONSTRAINTS

- 21.1 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 PPS Project Authority upon review of the required work and the associated schedule and propose appropriate risk mitigating strategies. The PPS Project Authority will have sole authority for approving any changes to the schedule of work and/or proposed risk mitigation plan(s).
- 21.2 Due to COVID-19 pandemic measures and protocols currently in place, the suppliers' resources may be requested to wear masks indoors at all times including when in transit through public areas.
- 21.3 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.
- 21.4 Suppliers' resources shall supply their own equipment (laptop and any other devices).

#### 22. TRANSITION PLAN

- 22.1 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.
- 22.2 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:
- Summary Status Report which includes record of files and their location on the server and summary of next steps;
- 22.2.1 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
- 22.2.2 Up to date time sheet(s).
- 22.2.3 Encrypted PPS' USB or/and disks containing the work done upon the contract.

## **CONTINUATION**

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### **APPENDIX D – STATEMENT OF WORK**

22.3 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 three (3) 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.
  - Stage 3** – Bidders will be evaluated on the basis of their Financial Proposal.

#### 2. COMPLIANCE MATRIX

Bidders are asked to complete the following Compliance Matrices below and Response Templates 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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### APPENDIX 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

#### STREAM 1: HARASSMENT INVESTIGATION SERVICES

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.

#	Description of Criterion	Bidder's Proposal Reference
M1	<p><b>Proposed Bidder Resources</b></p> <p>The Bidder must submit a Curriculum Vitae (CV) for their proposed resources, detailing the resource's profile and description of experience in providing harassment investigation services, similar to those described in section 13.1 of the Appendix D – Statement of Requirements.</p> <p>The CV must demonstrate that the proposed resource has the following:</p> <ul style="list-style-type: none"> <li>• At least five (5) years experience or a combination of education/experience in providing and delivering at least 5 harassment investigation services per year within the past ten (10) years (calculated from the closing date of this RFP) similar to those described in section 13.1 of the Appendix D – Statement of Requirements.</li> <li>• A minimum of a Master's Degree in a related field (organizational development, education, industrial psychology, etc.);</li> <li>• Workplace investigator certification or education</li> <li>• A valid Criminal Record Check &amp; valid Vulnerable Sector Check</li> <li>• Ability to provide services in English and French</li> </ul> <p>Proof of training should be made available upon request (copies of degrees, diplomas, certificates, etc.).</p>	

## CONTINUATION

### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

#	Description of Criterion	Bidder's Proposal Reference
M2	<p><b>Bidder's reference</b></p> <p>The Bidder must provide the names and contact information for two (2) references for whom they have provided Harassment Investigation Services within the last three (3) years.</p> <p>References must include the following:</p> <ul style="list-style-type: none"> <li>• Name and contact information for whom the services were provided;</li> <li>• Brief description of the services provided;</li> <li>• Brief description of the environment in which the work conducted.</li> </ul> <p>Service reserves the right to contact the Bidders named references, should any one of the references provide a negative response in respect to the work described, the Service reserves the right to deem the Bidders proposal non-compliant, and it will not be considered further.</p>	

**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
R1	<p><b>Proposed Bidder Resources</b></p> <p>The proposed resource's submitted CV will be evaluated on the basis of the similarity and relevance of the resource's experience with respect to the Service' requirement and operating environment, as described in section 13.1 of the Appendix D – Statement of Requirements.</p>	
R2	<p><b>Approach and Methodology</b></p> <p>The Bidder should describe their general approach to managing harassment investigations for the Service. The approach should include the following:</p> <ul style="list-style-type: none"> <li>• The proposed steps used in the harassment investigation process</li> <li>• The approach to managing client relationships</li> <li>• Approach to maintaining current knowledge on industry practices and legislative changes</li> </ul>	

## CONTINUATION

### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

#	Description of Criterion	Bidder's Proposal Reference
R3	<p><b>Bidders Experience</b> The bidder must submit two (2) samples of a workplace investigation report with appropriate redactions, one in English and one in French.</p>	

### STREAM 2: MEDIATION CONSULTING SERVICES

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

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

#	Description of Criterion	Bidder's Proposal Reference (compliance matrix)
M1	<p><b>Bidder's reference</b> Bidder must provide 2 client references including the client name, organization, contact number and a brief description of the services provided that are relevant to this proposal. A minimum of one client reference must support that the Bidder provided services in both Official Languages.</p>	
M2	<p><b>Bilingualism</b> Bidder must have the ability to provide mediation services in Canada's both official languages, English and French.</p>	

## CONTINUATION

### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

**TABLE 2 – RATED CRITERIA (STAGE II)**

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

#	Description of Criterion	Bidder’s Proposal Reference (compliance matrix)
R1	<p><b>Bidders Experience</b></p> <p>The Bidder must provide two (2) descriptions of different organizations where the bidder has provided mediation services, (similar to those described in section 13.2 of the Appendix D – Statement of Requirements) within the last five (5) years calculated from the closing date of this RFP.</p> <p>The descriptions should include:</p> <ol style="list-style-type: none"> <li>1. Name of the client organization, if not under privacy agreement, otherwise describe the sector and type of organization (i.e. Telecommunications, 5000+ employees, etc.);</li> <li>2. Scope of services provided;</li> <li>3. Start and end date (YYYY-MM-DD);</li> <li>4. Bidder resources involved (including details of their roles, qualifications, education and responsibilities and CVs);</li> <li>5. Client project authority: name, role, telephone number and email address.</li> </ol> <p>Bidder should provide their three (3) descriptions of services provided using the “Client Description” template included under Appendix F.</p> <p>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). 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).</p>	

## CONTINUATION

### APPENDIX E – EVALUATION CRITERIA AND COMPLIANCE MATRIX

<b>R2</b>	<p><b>Proposed Bidder Resources</b></p> <p>The Bidder should demonstrate its capacity to meet the requirements necessary to provide mediation services by providing resumes of four (4) proposed resources, meeting minimum requirements under Section 14 of this RFP, and should include the following information for each resource:</p> <ul style="list-style-type: none"> <li>• Name of proposed resource;</li> <li>• Language(s) spoken, read and written and degree of proficiency in each;</li> <li>• Education – degree received, school, etc.</li> <li>• Additional education/training – dates and duration of training;</li> <li>• Certifications</li> <li>• Employment/Assignments with descriptions relevant to this RFP – include dates</li> </ul> <p>NB** Section 12 minimum requirements are listed in section 14.</p> <ul style="list-style-type: none"> <li>• At least five (5) years of experience or combination of education and experience in providing mediation services within the past ten (10) years (calculated from the closing date of this RFP) similar to those described in section 13.2 of the Appendix D – Statement of Requirements;</li> <li>• Have a minimum of a Master’s Degree in a related field (organizational development, education, industrial psychology, etc.);</li> <li>• A certificate in mediation (e.g. Alternative Dispute Resolution Institute of Canada, International Mediation Institute, etc.) is required with an Integral Mediation Certificate being considered an asset with increasing weight given to each level attained (Qualified Mediator, Chartered Mediator); and</li> </ul> <p>Ability to provide mediation services in English and French</p>	
<b>R3</b>	<p><b>Approach and Methodology</b></p> <p>The Bidder must provide a proposed approach and methodology they will use to provide mediation services to the Service in both individual one on one settings or in group settings of (2 participants) as well as in large (up to 20 participants).</p>	

## CONTINUATION

### APPENDIX F – PROJECT SUMMARY TEMPLATE

In accordance with Rated Criterion R1 (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.

<b>1. Project Title:</b>	
<b>2. Name of Client Organization:</b>	
<b>3. Scope of Services provided:</b>	
<b>4. Start date (YYYY-MM-DD):</b>	<b>End Date (YYYY-MM-DD):</b>
<b>5. Project Size (\$ value to the Client Organization):</b>	
<b>6. Project Size (\$ value to Bidder):</b>	
<b>7. List of deliverables:</b>	
<b>8. Project Complexity:</b>	
<b>9. Number and type of Bidder resources (including relevant qualifications):</b>	
<b>10. Resources roles and Responsibilities</b>	
<b>11. Client Project Authority:</b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Telephone Number:</b>	
<b>Email address:</b>	