



SURREY POLICE SERVICE REQUEST FOR PROPOSALS

Reference Number: 1220-031-2021-006
Title: Pre-Employment Police Officer Physical Ability
Testing (POPAT) Services
Issue Date: May 28, 2021

SUBMISSION INSTRUCTIONS

Email only Submit your proposal in pdf format (unless otherwise set out in the Form of Proposal) to the following email address (the “Closing Place”) by the Closing Time:
purchasing@surrey.ca
Emails should state the Reference Number and Proponent name in the subject line.
Proposals submitted in any other manner **will not be accepted.**

Confirmation of Receipt Promptly contact the procurement at the Address for Inquiries below if you do not receive a receipt confirmation email after submitting a proposal.

File Size Restrictions The maximum file size limit per email is 10MB. You should partition and number large emails and identify the number of transmissions.

KEY DATES

Closing Time: 3:00 pm, Pacific time on **JUNE 22, 2021**

ADDENDA AVAILABILITY

Method of Delivery: Addenda will be posted to: www.bcbid.gov.bc.ca and www.surrey.ca . If SPS delivered this RFP directly to Proponents, SPS may deliver addenda directly to those Proponents.

INQUIRIES

All inquiries should be submitted to: purchasing@surrey.ca (the “Address for Inquiries”) no later than the 4 business days prior to the Closing Time, quoting the Reference Number above. **No telephone inquiries, please.**

This Request for Proposals is comprised of the following parts:

COVER PAGE	PART 4 FORM OF PROPOSAL
PART 1 - INSTRUCTIONS TO PROPONENTS	Cover letter
PART 2 - SCOPE OF WORK / SPECIFICATIONS	Attachment 1 – Proponent Profile and Qualifications
PART 3 - CONTRACT TERMS	Attachment 2 – Workplan
Schedule A – SCOPE OF WORK / SPECIFICATIONS	Attachment 3 – Financial Proposal
Schedule B – COSTS AND PRICING	
Schedule C – ADDITIONAL TERMS AND CONDITIONS	

PART 1 – INSTRUCTIONS TO PROPONENTS

SECTION A - GENERAL

1.0 PURPOSE AND SCOPE

- 1.1 Through this Request for Proposals (“RFP”), Surrey Police Service (“SPS”) is seeking proposals from proponents (each, a “Proponent”) for the supply of the goods and/or the performance of the services as more particularly described in Part 2 (*Scope of Work / Specifications*) (the “Work” or “Services”). That schedule, with such modifications as may be agreed between SPS and the successful Proponent(s), will be incorporated into the contract between SPS and the successful Proponent(s).
- 1.2 This RFP is issued for and on behalf of SPS. Any right, discretion or authority of SPS is exercisable by SPS, City of Surrey and/or the Surrey Police Board, and any right or benefit conferred on SPS extends to each and all of them.

2.0 INFORMATION SESSION

- 2.1 If reference to an information session is included in the Key Dates section on the cover page, SPS will conduct an information session on the date(s) identified to provide Proponents an opportunity to pose questions. If no reference to information sessions is included on the cover page, SPS reserves the right to conduct information sessions at a later date and will provide notice by addenda. Proponents are encouraged to attend information sessions. Proponents must comply with meeting location requirements as directed by SPS, including as to safety protocols and site access restrictions. If the information session is identified as mandatory on the cover page, Proponents who fail to attend will be deemed non-compliant and ineligible to submit a Proposal. Following the information session, SPS, if it deems necessary, will issue an addendum to this RFP.

3.0 INQUIRIES AND ADDENDA

- 3.1 Proponents finding discrepancies or omissions in the RFP documentation, having doubts as to the meaning or intent of any provision, or having any questions should promptly notify SPS and submit inquiries in accordance with the instructions on the cover page. Responses to inquiries may be distributed to all Proponents at SPS’s discretion.
- 3.2 SPS may, at its sole discretion, issue addenda to this RFP using the delivery method set out on the cover page. All addenda form part of this RFP. Proponents should ensure they have obtained all addenda prior to submitting a proposal.
- 3.3 No communications from any person, whether written or oral, will affect or modify the terms of this RFP, unless contained in this RFP or any addenda issued.

4.0 LOBBYING AND INDIRECT COMMUNICATION

- 4.1 Proponents shall not attempt to communicate, directly or indirectly, with any employee, contractor, officer, director or representative of SPS, Surrey Police Board or City of Surrey about this RFP other than as expressly permitted in this RFP. Proponents shall not discuss this RFP or the RFP process at any Surrey Police Board meeting, City council meeting or with the media at any time prior to contract award. Any such communications will constitute sufficient grounds for disqualification.
- 4.2 Proponents are advised the Surrey Police Board’s and SPS’s conflict of interest policies impose restrictions on board members, employees, officers and directors with respect to accepting gifts or receiving any personal benefit other than what they are entitled to as employees, officers, directors or board members.

SECTION B - PROPOSAL SUBMISSION

5.0 SUBMISSION INSTRUCTIONS

- 5.1 Proponents should comply with the Submission Instructions on the cover page of this RFP.
- 5.2 A Proponent submits a proposal at its sole risk.
- 5.3 A Proponent bears all risk the receiving equipment functions properly so SPS receives the entire proposal. SPS assumes no responsibility for adequacy of electronic transmissions, or loss of or failure to receive documents, for any reason, including server delays, redirection to spam/junk folders or server. Proposals that cannot be opened or viewed by SPS will be rejected.

6.0 CLOSING TIME

- 6.1 Proposals, signed by the authorized signatory(ies) of the Proponent, must be delivered to the Closing Place no later than the date and time shown on the cover page (the “Closing Time”). All pages of the Proposal must be received by the Closing Time. **Late proposals will not be accepted.**
- 6.2 Proposals submitted prior to the Closing Time may be withdrawn or amended at any time before the Closing Time by written notice signed by the Proponent in the same manner and form as the Proposal, and be delivered to the Closing Place.

SECTION C – CONTENTS OF PROPOSAL

7.0 FORM AND CONTENTS OF PROPOSAL

- 7.1 To facilitate the evaluation of proposals, Proponents should use the Form of Proposal set out in Part 4.
- 7.2 Proposals should be submitted in English and should not include web-links or hyperlinks. Any non-English portions and web links or hyperlinks might not be reviewed or considered.

7.3 All requirements utilizing the words “shall” or “must” are mandatory and proposals must substantially comply or fulfill such requirements. All requirements utilizing the words “should” are not mandatory but strongly preferred.

8.0 ACCEPTANCE OF TERMS

8.1 The terms and conditions of this RFP (including the contract terms set out in Part 3 (*Contract Terms*)) are deemed to be accepted by the Proponent and incorporated into its proposal, except to the extent expressly excluded, supplemented or replaced in its proposal. The substantial or wholesale replacement of Part 3 (*Contract Terms*) is discouraged and any proposal proposing such a replacement may be subject to rejection.

8.2 SPS may accept any proposal submitted, with or without regard to modifications proposed.

8.3 By submitting a proposal, a Proponent:

- (a) acknowledges receipt of all addenda issued;
- (b) represents having the experience, qualifications and resources to meet the requirements of this RFP;
- (c) authorizes SPS to conduct investigations, searches and enquiries to verify information, whether contained in a proposal or not;
- (d) represents and warrants its proposal was prepared without fraud or collusion and submitted without consultation, comparison or agreement with any other Proponent, and no key personnel named or any individual on its management team is an officer or director of another Proponent;
- (e) covenants and agrees it has complied with all applicable laws, including privacy legislation relating to the collection, use, distribution and disclosure of personal information.
- (f) agrees to negotiate in good faith with the intention to enter into a contract with SPS, substantially in the form set out in Part 3 (*Contract Terms*), and not take any position in negotiations less favourable than the position set out in its proposal; and
- (g) acknowledges SPS’s rights under this RFP, agrees it has no claim against SPS, and hereby waives any right of action against SPS, for failure to accept its proposal and for any damages or costs of any nature arising out of SPS’s use of its discretion under this RFP; and
- (h) waives, and will indemnify and hold harmless SPS, Surrey Police Board and City of Surrey, and their respective representatives, agents, consultants, contractors and employees against any claims which arise out of or are related to this RFP.

SECTION D – EVALUATION AND SELECTION

9.0 EVALUATION

9.1 Proposals will be opened privately.

9.2 SPS will not be required to keep any parts of the proposal separate or undisclosed while carrying out the evaluation.

9.3 Proponents will be considered based on the information presented in their proposal, information contained in any prior submissions by the Proponent during any requests for expressions of interest or qualifications with respect to the Work, and on any information obtained by, or on behalf of, SPS during the RFP process, which may include past dealings with SPS, the City of Surrey or the Surrey Police Board.

9.4 When evaluating proposals, SPS will consider the Proponent’s experience, reputation and resources, the suitability of the proposed solution in relation to the requirements, the financial impacts, and contract term departures. SPS may further consider any criteria SPS identifies as relevant during the evaluation process. Evaluation criteria may be applied on a comparative basis by comparing one Proponent’s proposal to another Proponent’s proposal. All criteria considered will be applied evenly and fairly to all proposals.

10.0 SHORTLIST

10.1 SPS may, in its discretion, establish one or more shortlists of Proponents for further consideration.

11.0 CLARIFICATIONS, PRESENTATIONS AND INTERVIEWS

11.1 Whether or not SPS elects to establish a shortlist, SPS may, in its discretion:

- (a) conduct interviews and discussions with one or more of the Proponents and terminate such interviews or discussions for any reason;
- (b) seek further information or clarifications from one or more Proponents;
- (c) require any Proponent to provide samples or conduct demonstrations of its proposed Work, deliver presentations of its proposal, and/or participate in question/answer sessions with respect to its proposal, at such times and locations to be scheduled by SPS;
- (d) give any Proponent an opportunity to correct its proposal or to cure, regardless of severity, any non-conformity, non-compliance, irregularity or error;
- (e) not disclose to any Proponent what information or clarifications were sought from other Proponents;
- (f) seek different information or clarifications from different Proponents.

11.2 SPS shall not be under any obligation to interview, enter into discussions or negotiations with, or solicit or receive further information or clarifications from, any Proponent.

12.0 RIGHT TO VERIFY AND INVESTIGATE

12.1 SPS may, in its discretion, verify information regarding a Proponent, whether contained in its proposal or not, and to conduct any background investigations, searches and enquiries SPS considers necessary.

13.0 NEGOTIATION

13.1 SPS may, in its discretion, engage in discussions and negotiations with one or more Proponents, and conduct

such discussions or negotiations serially or concurrently in respect of any of the terms and conditions of the RFP, including but not limited to the purpose of:

- (a) exploring ways to alter, refine or improve the opportunity or the ultimate arrangement or contract;
- (b) attempting to better compare proposals;
- (c) achieving optimal overall results as judged and perceived by SPS; and
- (d) negotiating and finalizing contract(s) based on such discussions and negotiations.

13.2 SPS will not be obligated to offer any modified terms and conditions offered to, or discussed with, one Proponent to any other Proponent.

13.3 SPS is entitled to utilize the information or clarifications received or the modified terms and conditions resulting from any discussions or negotiations in selecting the successful Proponent and in awarding any contract resulting from this RFP.

13.4 SPS may, in its discretion, terminate negotiations at any time.

14.0 FINANCIAL STABILITY

14.1 Before award of contract, the Proponent may be required to furnish evidence satisfactory to SPS, in its discretion, of the necessary facilities, ability and financial resources to fulfill the conditions of the contract.

15.0 CONTRACT

15.1 If, upon selection, a Proponent fails to promptly deliver the executed contract, and any required deliverables, to SPS, SPS may, in its discretion, rescind its award of contract, hold such Proponent liable for damages suffered by SPS, and negotiate and contract with another Proponent.

SECTION E – ADDITIONAL TERMS AND CONDITIONS

16.0 EXERCISE OF DISCRETION AND RESERVATION OF RIGHTS

16.1 SPS's sole obligation is to give consideration to each proposal in accordance with this RFP. Despite any other provision of this RFP, and customs or trade practices to the contrary, SPS has sole and absolute discretion in considering and evaluating proposals, judging the acceptability of proposals, and awarding or not awarding any contract(s). SPS has the right to accept, reject or negotiate changes to proposals for any reason and may negotiate and enter into one or more contracts with one or more parties (whether or not they have submitted a proposal) as SPS, in its sole discretion, deems most advantageous to SPS. SPS is not obliged to provide reasons to any Proponent with respect to any use of SPS's discretion.

16.2 SPS reserves the right, in its discretion, to:

- (a) accept or reject any or all proposals,
- (b) accept or reject any part of any proposal,

- (c) accept a proposal which is not the lowest cost proposal;
- (d) accept a proposal that deviates from the requirements, scope/specifications or conditions specified in this RFP;
- (e) accept unsolicited proposals;
- (f) reject a proposal even if it is the only proposal received in response to this RFP;
- (g) reject a proposal if the Proponent, or any officer or director of the Proponent, is or has been engaged (directly or indirectly) in a legal action against SPS, the Surrey Police Board or the City of Surrey in relation to any other contract or matter;
- (h) award all or part of the Work; and
- (i) split the scope/specifications between one or more Proponents.

16.3 SPS further reserves the right, in its discretion, to accept or reject all or part of any proposal which:

- (a) is incomplete, obscure, irregular or unrealistic;
- (b) contains unauthorized erasures or corrections;
- (c) contains terms, conditions or provisions unacceptable to SPS;
- (d) is a conditional or qualified offer which is unacceptable to SPS;
- (e) fails to comply with or omits any required or mandatory information; or
- (f) is materially non-compliant with the requirements of this RFP.

16.4 SPS further reserves the right, in its discretion, to:

- (a) amend or clarify any terms or conditions of this RFP and issue addenda;
- (b) cancel, suspend or postpone this RFP process at any time;
- (c) not proceed with award of contract;
- (d) award all or part of the contract to any one or more Proponents or to whomever SPS deems appropriate, including persons who have not responded to this RFP; or
- (e) re-issue the RFP.

16.5 SPS may, in its discretion, elicit offers from other parties (whether or not such parties have responded to this RFP) or engage in another procurement process, including re-issuing a substantially similar RFP or negotiating a contract for the whole or any part of the work with any party, including but not limited to one or more of the Proponents, if:

- (a) only one proposal is received;
- (b) a suitable Proponent has not been selected; or
- (c) a contract has not been agreed to within a reasonable period of time as determined by SPS in its sole discretion.

17.0 WAIVER OF CLAIMS

17.1 SPS shall not, under any circumstances, owe a duty of care or duty of fairness, either by contract or at law, to any Proponent or be responsible for any costs incurred by any

Proponent in the preparation of its proposal or for any damages whatsoever arising out of or related to this RFP including arising from rejection of any or all proposals or cancellation or reissuance of this RFP. No Proponent shall have any claim for compensation of any kind whatsoever (including, without limitation, the cost of preparing and submitting a quotation, any anticipated profits, or contributions to overhead) against SPS, the Surrey Police Board or the City of Surrey with respect to this RFP.

18.0 NO RELIANCE

18.1 SPS makes no representation or warranty, express or implied, as to the accuracy or completeness of any information contained or referred to in this RFP. A Proponent is required to exercise due diligence and undertake whatever investigations and analysis it deems necessary before submitting a proposal.

19.0 OWNERSHIP

19.1 All proposals submitted become the property of SPS. All writings, programs, plans, drawing and specifications prepared by or on behalf of a Proponent (other than those identified in the proposal as being subject to registered patent or registered trademark protection) may be used by SPS for any purpose.

19.2 Proponents may designate portions of its proposal that are proprietary in nature and SPS agrees not to disclose those portions except as required by the evaluation process or as otherwise required by law.

20.0 COSTS AND EXPENSES

20.1 Proponents are solely responsible for their own costs and expenses in connection with this RFP. No Proponent shall have any claim for any compensation of any kind whatsoever as a result of participating in this RFQ.

21.0 DEBRIEFS

21.1 At the conclusion of the RFP process, the Proponent may request a debrief but SPS is under no obligation to provide any. If SPS agrees to a debrief:

- (a) SPS may, in its discretion, require the debrief to occur on terms and conditions specified by SPS;
- (b) any information provided by SPS during the debrief is provided on a “without prejudice” basis, cannot be relied on by the Proponent for any purpose, and may not represent SPS’s official position with respect to any matter.

22.0 GOVERNING LAW

22.1 This RFP will be governed by and construed in accordance with the laws of British Columbia and within the sole jurisdiction of the courts of British Columbia.

23.0 CONFIDENTIALITY

23.1 The contents of this RFP and any information pertaining to SPS, its operations, stakeholders or other persons which is obtained by the Proponent through participation in this RFP is confidential and must not be disclosed without the prior written authorization of SPS, except as required to prepare a proposal. Failure to maintain confidentiality may result in disqualification and may cause SPS to remove the Contractor from SPS’s approved vendor/supplier lists.

23.2 Proponents shall return, destroy or delete the RFP documents, and confirm destruction or deletion, if not submitting a Proposal or as otherwise requested by SPS.

23.3 All proposal information supplied to SPS by Proponents is understood to be supplied explicitly in confidence. However, the British Columbia *Freedom of Information and Protection of Privacy Act* applies to all proposals and other information provided by Proponents, or collected by SPS, as part of the RFP process. SPS will comply fully with that Act and cannot guarantee any information provided to, or obtained by, SPS can be held in confidence.

24.0 CONDITIONS PRECEDENT

24.1 Despite any other provision of this RFP, SPS advises the Work is conditional upon internal project review and SPS obtaining project funding, permits and approvals on terms and conditions satisfactory to SPS.

PART 2
SCOPE OF WORK / SPECIFICATIONS

A. GENERAL

Surrey Police Service (SPS), as a newly created police service, is undertaking officer recruitment and training and is seeking one or more qualified professionals specializing in pre-employment assessment of the physical abilities of police officer candidates to support the recruitment process by assisting with applicant evaluations using Police Officer Physical Ability Tests (POPAT), including Léger Run Shuttle Testing (the “**Services**”).

SPS anticipates processing a significant volume of applicants over the next 12 – 24 months to fill up to approximately 800 police officer positions, not all of whom will participate in the Services. Based on current estimates and timelines, the scope the work would apply to **approximately 60 – 100 candidates per year**. This is an estimated number and may change based on operational and business requirements and other factors.

B. SERVICES

1. The Services include:

- Participate in meetings with SPS to develop a thorough understanding of, and determines the requirements and processes for, assessments, including the volume of testing and timeframe ;
- Develop a comprehensive plan and process of how assessments will be administered
- Provide qualified personnel to administer assessments and to coordinate and oversee all services provided;
- Provide suitable facilities and equipment of acceptable condition to perform assessments;
- Conduct assessments, including all related testing;
- Ensure regular and ongoing communications with candidates on the status of their assessments and results throughout the process;
- Facilitate observation of assessments by SPS personnel as required;
- Prepare official certifications of candidate’s physical abilities and other reports with findings and recommendations for further investigation.
- Provide timely correspondence and be available for consultation with appropriate internal stakeholders where required.

Estimated Start Date: September 1, 2021.

C. MANDATORY CRITERIA

Proposals must demonstrate the Proponent and/or its personnel providing the Services meet the following mandatory criteria:

1. Has been certified by LEPAT to provide law enforcement fitness testing services.
2. Previous experience with conducting POPAT fitness evaluations of applicants for sworn police officer positions within British Columbia.
3. Owns, or has rights to use, fitness testing facilities located within the Lower Mainland of British Columbia.

ARTICLE 2- PERFORMANCE OF SERVICES

2.1 Definitions. In addition to definitions and Basic Terms on page 1, the following definitions apply:

- (a) **"FOIPPA"** means the British Columbia *Freedom of Information and Protection of Privacy Act*, as amended from time to time;
- (b) **"Personal Information"** has the meaning ascribed to that term in *FOIPPA*;
- (c) **"Work Product"** means the work product developed or created by or on behalf of the Consultant as part of or ancillary to the performance of the Services, including the originals, drafts and all copies thereof;

2.2 Engagement. SPS hereby retains the Consultant to perform the Services during the Term in accordance with the terms and conditions of this Agreement. Except as otherwise provided herein, the Consultant must provide all equipment, supplies and facilities necessary to perform the Services.

2.3 Expertise and Standard of Care. The Consultant will perform the Services in a competent, diligent and efficient manner to the full satisfaction of the Police Representative(s). The Consultant warrants and represents the Consultant has the skills, qualifications, expertise and experience necessary to perform the Services in a competent and professional manner and will provide the Services with the standard of care, skill and diligence normally provided by an experienced, reputable and professional consultants performing similar services. To the extent the Services are of a professional nature, the Services will be performed by a fully qualified member in good standing of the appropriate professional body who is registered to practise in British Columbia.

2.4 Use of Employees and Contractors. The Consultant will perform the Services using only the Consultant and the Key Personnel and no others, including subcontractors, except as approved by the Police Representative(s) in writing.

2.5 Compliance. The Consultant covenants, as a material term, to comply with: (a) all laws in force in British Columbia during the Term; (b) any policies, procedures and instructions provided by the Police Representative(s); and (c) SPS security policies and requirements, including requirements regarding security and background screenings and clearances, access restrictions, and identification and escorting requirements.

2.6 Freedom of Information. SPS is subject to *FOIPPA*. This Agreement, the Work Product and any records provided by the Consultant under this Agreement may be subject to public disclosure in accordance with *FOIPPA*.

ARTICLE 3 – INVOICING AND PAYMENT

3.1 Payment. Subject to verification of their validity, SPS will pay to the Consultant in Canadian funds, within thirty (30) days of receipt of invoice, the Fees and Expenses, less any holdbacks: SPS may withhold payment of any disputed amounts until the dispute is resolved.

3.2 Invoicing. Invoices are to be submitted at least monthly electronically to the Email for Invoices, and include:

- (a) number of hours the Services were rendered, the work performed, the charge-out rate, and the total Fees payable for that invoice period;
- (b) listing of Expenses incurred during the invoice period, along with receipts or other documents verifying each Expense;
- (c) invoice number, and the Reference / Purchase Order Number;
- (d) Consultant's name, address, phone number and GST number; and
- (e) applicable Goods and Services Tax (GST) as a separate line item.

3.3 Holdback. Pursuant to the *Income Tax Act (Canada)*, if the Consultant is a non-resident of Canada, SPS will withhold the prescribed amount of tax from each payment and remit it to Canada Revenue Agency.

3.4 No Other Compensation. Payment of the Fees and Expenses will be full payment for the Services. The Consultant is not entitled to receive or claim any additional amounts. No payment will be made in respect of costs incurred or time expended by the Consultant to remedy errors or omissions of the Consultant.

3.5 Non-Waiver – Payments made to the Consultant shall not be construed as a waiver of any claim SPS may have against the Consultant arising out of failure to perform the Services in accordance with this Agreement.

3.6 Inspection and Audit. The Consultant will preserve all books and records with respect to any services, time and expenses the SPS is or has been required to pay, either directly or indirectly, as a result of performance of the Services and will make the same available for inspection and audit by SPS and its representatives during the Term and for six years thereafter. Any error in a claim for payment or the amount of a payment disclosed on audit will be adjusted between the parties.

ARTICLE 4 – INSURANCE AND INDEMNITY

4.1 Insurance Requirements.

- (a) The Consultant will maintain during the Term, from insurers licensed to conduct business in Canada, the Insurance Coverages, and such other insurance as reasonably required by SPS, and will provide satisfactory evidence of coverage prior to the commencement of the Services and thereafter upon request. Each policy of insurance shall require the insurer to give SPS at least thirty days written notice of cancellation.
- (b) The Consultant shall be responsible for the full amount of all deductibles.

4.2 No Release. The Consultant shall be liable for all damages in accordance with this Agreement. If an insurer fails or refuses to pay any claims, the Consultant will not be released from its responsibilities and liabilities under this Agreement. Nothing herein, including the insurance policy limits required hereunder, shall be construed as limiting the amounts for which the Consultant may be legally liable.

4.3 Liability and Indemnity. Despite any insurance coverage maintained by SPS or the City of Surrey, the Consultant hereby indemnifies and saves harmless SPS, the Surrey Police Board, the City of Surrey, and their respective elected and appointed officials, their directors, officers, and employees from and against all claims arising from or caused by the Consultant, its directors, officers, employees, agents and/or contractors or subcontractors.

4.4 Limitation of Liability. If, for any reason, the liability of the Consultant is or becomes limited in any way, such limitation of liability will not apply to insurable claims, third party claims, claims for copyright, trademark or patent infringement, breach of confidentiality or privacy obligations, libel or slander claims, claims based on fraud committed by the Consultant or for wilful misconduct.

ARTICLE 5 – WORK PRODUCT

5.1 Ownership of Work Product. All right, title and interest in and to the Work Product shall be owned by SPS. The Consultant hereby transfers the Work Product, including the intellectual property rights therein, to SPS. The Consultant hereby waives any moral rights in the Work Product. All Work Product is the confidential information of SPS and not the Consultant.

5.2 Non-Infringement. The Consultant warrants and represents the Work Product will not infringe any copyright, trademark, trade secret and other intellectual property rights of any third party.

ARTICLE 6 – CONFIDENTIALITY AND PRIVACY

6.1 Confidentiality.

- (a) Except as required by law or permitted by this Agreement, the Consultant will keep strictly confidential the Work Product and any other information, including Personal Information, supplied to, obtained by, or which comes to the knowledge of the Consultant as a result of the performance of the Services, and will not, without the prior express written consent of SPS disclose the information to any person except on a "need to know" basis as required to complete the Services, provided such person is bound by confidentiality obligations. The Consultant acknowledges unauthorised use or disclosure may cause irreparable harm to SPS and others and in the event of unauthorised disclosure or use, SPS will be entitled to obtain injunctive relief against the Consultant without prejudice to any other rights it may have under this Agreement or at law or in equity.
- (b) The confidentiality obligations shall not apply to information which: (1) is known to the Consultant prior to its receipt hereunder; (2) is generally available to the public; (3) has been obtained from a third party which has the right to disclose the same; and (4) is required by law to be disclosed, provided that where disclosure is required by law, the Consultant will, unless prohibited by law, forthwith notify SPS to enable them to mount a defense to such disclosure.

6.2 Access to Personal Information. In no way limiting section 0 (*Confidentiality*), if, for the purposes of, or while, performing the Services, the Consultant receives, has access to, or collects Personal Information, the Consultant will:

- (a) only access or use the Personal Information if, and to the extent, necessary to perform the Services;
- (b) protect the Personal Information from unauthorized access, collection, use, disclosure or disposal;
- (c) not store, access or permit access from, or disclose Personal Information outside of Canada;

- (d) permit SPS to enter on the Consultant's premises and will provide reasonable assistance to enable SPS to inspect the security of Personal Information and compliance with this Agreement; and
- (e) comply with *FOIPPA* and any order of the commissioner under *FOIPPA*.

If the Consultant accesses, whether inadvertent or otherwise, or has the ability to access, Personal Information, and access is not required to perform the Services, the Consultant will immediately notify SPS and will advise SPS of the steps taken or to be taken to address or prevent recurrence.

6.3 Collection of Personal Information. If the Services require the Consultant to collect Personal Information, the following additional provisions apply:

- (a) the Consultant may only collect Personal Information necessary to perform the Services;
- (b) unless this Agreement otherwise specifies, the Consultant must collect Personal Information directly from the individual the information is about and must advise the individual:
 - (i) the purpose for collecting the Personal Information and the legal authority for collection; and
 - (ii) the contact information for the person designated by the SPS to answer questions about the collection of Personal Information;
- (c) the Consultant must make every reasonable effort to ensure the accuracy of Personal Information to be used to make a decision directly affecting the individual the information is about;
- (d) the Consultant must correct Personal Information within five business days of receiving, and in accordance with, written direction from SPS. The Consultant must further provide corrected Personal Information, within five business days of correction, to any party to whom the Consultant disclosed the information being corrected within the preceding twelve months.
- (e) the Consultant will not disclose the Personal Information without the prior written consent of SPS.
- (f) the Consultant will permit SPS to attend at the Consultant's premises and/or inspect the Consultant's records, to assess the validity of any complaints made with respect to the Personal Information, and to ensure compliance with the privacy requirements of this Agreement.

6.4 Return of Information and Delivery of Work Product

- (a) At the completion or early termination of this Agreement, or otherwise upon request of SPS, the Consultant will return all confidential information, Personal Information and all other information provided to the Consultant by SPS or anyone on its behalf and will deliver to SPS the Work Product, whether fully or partially completed.
- (b) Despite the foregoing, the Consultant may: (i) retain copies of confidential information that are required to be retained by law, (ii) provided the Work Product does not contain any Personal Information, retain copies of the Work Product for its own records for auditing and archival purposes, to meet its professional obligations, or to defend its Work Product, and (iii) retain information contained in the Consultant's information management systems to the extent contained on back-up tapes or other back-up media made in the ordinary course of business that are not readily accessible and would not be commercially reasonable to destroy; provided that any such information and the Work Product shall remain subject to the confidentiality and non-disclosure obligations of this Agreement for as long as it is so retained. Nothing herein contained gives the Consultant the authority to use the Work Product or disclose any information so retained without SPS's consent, unless required by law.

ARTICLE 7 – CONFLICT OF INTEREST

7.1 No Conflict. During the Term, the Consultant will not perform a service for, or provide advice to, any person where doing so may or does give rise to a conflict of interest between the obligations of the Consultant to SPS under this Agreement and the obligations of the Consultant to such other person.

7.2 No Gifts or Personal Benefits. The Consultant will not offer or provide any gifts or personal benefit to any director, officer, or employee of SPS or the Surrey Police Board. Except as disclosed in writing to SPS prior to the signing of this Agreement, the Consultant does not have any knowledge that any director, officer or employee of SPS or an Associate of them (a) has more than a 10% ownership interest in the Consultant, or (b) has or is entitled to have any interest in this Agreement or any benefit arising therefrom. "**Associate**" means (a) a spouse, (b) a parent, sibling, child, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than

10% of the voting rights, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

ARTICLE 8 – EARLY TERMINATION

8.1 Termination. SPS may terminate this Agreement upon thirty days' written notice to the Consultant. The Consultant will not be entitled to any compensation for early termination other than for Services rendered up to and including the date of termination.

ARTICLE 9 – GENERAL

9.1 Police Representative(s) - The Consultant is entitled to deal with the Police Representative(s) in connection with this Agreement. All rights, powers and entitlements of SPS may be exercised by the Police Representative(s).

9.2 Publicity. Except as required by law, the Consultant shall not issue any press release or make any public announcement or disclosure concerning this Agreement or the performance of the Services, including disclosure in any reference list, without the prior written consent of SPS. The Consultant shall not use SPS's or Surrey Police Board's official marks, trademarks, logos or other marks without their prior written approval.

9.3 Relationship. The Consultant is an independent contractor and does not have authority to bind or commit SPS. Nothing herein shall be deemed or construed to create a relationship of principle/agent, joint venture, partnership, employment or agency between the Consultant and SPS for any purpose whatsoever.

9.4 Set Off. SPS may set off amounts owing by the Consultant to SPS against monies owed by SPS to the Consultant.

9.5 Notice. Any notice to be given shall be in writing and may be delivered personally or by regular mail to the party, contact and address on page 1 (or such other address as a party may in writing specify), with a copy sent electronically to the contact's email address on page 1. Any notice given will be deemed to be received upon personal delivery, and if mailed, seven days after mailing date.

9.6 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The parties accept the jurisdiction of the courts of British Columbia.

9.7 Assignment. The Consultant will not subcontract or assign its obligations, in whole or in part, without the prior approval of SPS.

9.8 No Additional Terms. Any term or condition contained in any report, invoice, sales receipt, claim, statement or other record submitted by the Consultant and in conflict with, or which purport to expand or limit, the terms of this Agreement, are hereby expressly rejected by SPS without notice.

9.9 Time is of the Essence. Time is of the essence of this Agreement.

9.10 Severability. If any provision of this Agreement is, or becomes, illegal, invalid or unenforceable, it shall be severed from the Agreement and the remaining provisions shall remain in full force and effect.

9.11 Waiver. A waiver must be express and in writing to have legal effect. No waiver of any breach will be a waiver of any subsequent breach.

9.12 Remedies Cumulative. SPS's remedies are cumulative and in addition to any right or remedy which may be available at law or in equity.

9.13 Survival. Section 3.6 (*Inspection and Audit*), Section 4.3 (*Liability and Indemnity*), 0 (*Limitation of Liability*), and Article 6 (*Confidentiality and Privacy*) will survive the expiration or termination of this Agreement.

9.14 Interpretation

- (a) Headings are inserted for convenience of reference only and will not form part of nor affect the interpretation of this Agreement.
- (b) The singular, plural, masculine, feminine or neuter used throughout this Agreement will be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the context so requires.
- (c) "Includes", "including" and other similar terms shall not be deemed limited by the specific enumeration of items but shall be deemed to be without limitation and interpreted as if the term was "including without limitation."

9.15 Enurement. This Agreement is binding upon and will enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

**SCHEDULE A
SCOPE OF WORK / SPECIFICATIONS**

[Note: Part 2 (Scope / Services) of the RFP, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into and form this Schedule]

**SCHEDULE B
COSTS AND PRICING**

A. GENERAL

1. **Currency.** All prices are expressed in Canadian dollars.
2. **Fees.** Except as otherwise set out in this Schedule B, Fees are inclusive of all costs related to the performance of the Services, and represent the entire cost to SPS for the Work, including costs related to the provision of all equipment, materials and supplies (including consumable supplies), and all training, reporting, documentation, supervision, labour, overhead, profit, and other fees, imposts or taxes of all authorities having jurisdiction (excepting Federal goods and services tax (“GST”) and Provincial sales tax (“PST”).
3. **Price Adjustments.** All Fees are fixed and firm. Fees will be subject to an increase on each anniversary of the Start Date by a percentage no greater than the percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada, or any successor government agency, for the calendar year immediately preceding January 1st of the then current calendar year.
4. **“No Shows” and Cancellations.** No payment will be made for “no shows”, cancelled appointments or other cases where no Services have been provided.

B. PRICING

[Note: Pricing from the successful Proponent’s proposal, as may be amended through negotiations between SPS and the successful Proponent, will be incorporated into this section]

**SCHEDULE C
ADDITIONAL TERMS AND CONDITIONS**

1. Definitions

For the purposes of this Schedule, the following additional definitions will apply:

- (a) **“SPS Applicant”** means a person who has been accepted by SPS as a potential policer officer candidate.
- (b) **“SPS Applicant Data”** means all information about an SPS Applicant, whether oral or in writing, created or in any way obtained by the Consultant while and for the purpose of performing the Services.

2. Service Levels

The Consultant will perform the Services as and when required by SPS throughout the Term. Nothing herein commits SPS to utilize the services of the Consultant for a minimum number of SPS Applicants.

3. Use of SPS Assets and Resources

- 3.1. Given the nature of the Services, including the Consultant’s access to, use of, input on and creation of proprietary, confidential information and/or personal information, SPS may require the Consultant to perform the Services using SPS resources (including computer and office equipment, internet and e-mail access and an assigned email address) to protect the security and confidentiality of the information. Any inference that such use of SPS resources creates or supports an employer/employee relationship between the Consultant and SPS is hereby expressly negated by the parties.

4. Compliance with Security Requirements

- 4.1. It is a material term of this Agreement that the Consultant, and any personnel and subcontractors performing the Services or having access to SPS Applicant Data or Confidential Information, comply with SPS’s security policies and requirements, including with respect to security measures, security and background screenings and clearances, identification, access restrictions and escorting. The Consultant will immediately remove any personnel or subcontractors who do not meet, maintain or comply with any such policies or requirements.

5. Data Privacy

- 5.1. **Use of Data.** The Consultant will use SPS Applicant Data only for the purpose of fulfilling its duties under this Agreement and will not share the SPS Applicant Data with or disclose it to any third party without the prior written consent of SPS or as otherwise required by law. The Consultant will not use SPS Applicant Data for the Consultant's own benefit or for any subsequent use that does not include SPS, except as specifically and expressly required by law or authorized in writing by SPS.
- 5.2. **Access to Data.** The Consultant will provide access to SPS Applicant Data only to those Consultant employees, agents, contractors, subcontractors and other personnel on a “need to know” basis to fulfill the Consultant's obligations under this Agreement. The Consultant will ensure that, prior to being granted access to SPS Applicant Data, such personnel have all undergone and passed criminal background screenings; have successfully completed instruction of a nature sufficient to enable them to effectively comply with all SPS Applicant Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of their duties, and the sensitivity of the SPS Applicant Data they will be handling.

5.3. **Data Protection and Security Controls**

- (a) Protection of personal privacy shall be an integral part of the business activities of the Consultant to ensure there is no inappropriate or unauthorized use of SPS Applicant Data at any time. The Consultant will maintain the confidentiality and integrity of SPS Applicant Data by ensuring appropriate security controls and adequate administrative, physical, technical and procedural safeguards and other measures. Such measures shall be no less stringent than the measures the Consultant applies to secure similar data of its own or other clients, and in no event less than reasonable in view of the type and nature of data involved.
- (b) The Consultant shall at all times use industry-standard and up-to-date security controls, technologies and procedures including, but not limited to firewalls, strong authentication, anti-malware protections, intrusion detection and prevention, regular patch management and vulnerability scanning, security event logging and reporting in providing the Services.

5.4. **SPS Access To Data.** Recognizing the Consultant is performing the Services to support SPS's police officer recruitment and selection processes, and all or part of the SPS Applicant Data may be relevant to, and/or required by SPS as part of its decision-making, the Consultant will disclose to SPS the SPS Applicant Data collected or generated by the Consultant to the extent necessary to perform and complete the Services and deliver the required report and/or recommendations regarding the SPS Applicant to SPS.

6. **Security Incident or Data Breach Response**

6.1. **Security Incident or Data Breach.** When a security incident or a data breach is suspected that has impacted or had the potential to impact, the SPS Applicant Data, the Consultant will commence an investigation of the circumstances, extent and causes without delay and will immediately inform, and keep informed, the SPS Representative until the issue has been effectively resolved.

6.2. **Consultant Response**

(a) If a security incident or data breach is confirmed, the Consultant must notify the SPS Representative immediately and implement immediate remedial action. The Consultant must keep the SPS Representative informed on the progress of its investigations and actions until the issue has been effectively resolved and cooperate with SPS on addressing the impacts of any breach on the SPS Applicant Data and the SPS Applicants. The Consultant, at its expense, shall cooperate fully with SPS's own investigation of and response to any breach, including allowing SPS to participate as is legally permissible in the investigation.

(b) The Consultant will not provide notice of the data breach directly to the SPS Applicants, regulatory agencies, or other entities, without prior written permission from SPS unless required by law.

6.3. **Liability.** Despite any other provision of this Agreement, and in addition to any other remedies available to SPS under law or equity, the Consultant will promptly reimburse SPS in full for all costs incurred by SPS in any investigation, remediation or litigation resulting from a data breach, including but not limited to providing notification to affected SPS Applicants and to regulatory bodies, law enforcement agencies or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist each affected SPS Applicant in such a fashion that, in SPS's sole discretion, could lead to identity theft; and the payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the data breach.

7. Response to Legal Orders, Demands or Requests for Data

Except as otherwise expressly prohibited by law, the Consultant will:

- (a) notify SPS in writing immediately upon receiving notice, and prior to any disclosure, if required to disclose SPS Applicant Data by a court of competent jurisdiction or an administrative body;
- (b) consult with SPS regarding its response;
- (c) cooperate with SPS's reasonable requests in connection with efforts by SPS to intervene and quash or modify the legal order, demand or request; and
- (d) upon SPS's request, provide SPS with a copy of its response.

8. Pandemic Restrictions

The parties acknowledge this Agreement has been entered into during the COVID-19 pandemic. The Consultant confirms it can proceed with the Services under the pandemic conditions and restrictions (collectively the "**Pandemic Restrictions**") as they exist as of the date of this Agreement. The parties agree that if the Pandemic Restrictions change causing unavoidable interruptions or interference to the performance of the Services, the Consultant will deliver immediate written notice to SPS identifying the Consultant's plan to address the new Pandemic Restrictions and the interim steps the Consultant will take, if any, to continue with the performance of the Services with modifications or on a temporarily modified timeline. The Consultant will be entitled to an extension of the time to perform the Services but will not be entitled to reimbursement of any costs.

PART 4 – FORM OF PROPOSAL

PROPONENT INFORMATION:

Full Legal Name: _____

Address: _____

GST Registration No: _____ PST Registration No. _____

Business License No. _____ Jurisdiction: _____

(Note: If the scope of work results in services being performed in the City of Surrey, the terms of the City's Business License By-law apply and the Proponent will be required to provide proof of compliance prior to the contract start date)

AUTHORIZED REPRESENTATIVE DETAILS:

Name and title: _____

Phone: _____ Email: _____

TO: SURREY POLICE SERVICE ("SPS") - via email: purchasing@surrey.ca

RE: REQUEST FOR PROPOSALS 1220-031-2021-006 – PRE-EMPLOYMENT POLICE OFFICER PHYSICAL ABILITY TESTING (POPAT) SERVICES ("RFP")

In furtherance of the RFP issued on behalf of SPS, we, the above-named Proponent, hereby certify we have read and fully understand the RFP documents and hereby submit our offer for the performance of the Work.

SPS may, at its option, accept our proposal for the performance of all or any portion of the Work.

Signed on _____ on behalf of the Proponent by its authorized signatory(ies):
(date)

Signature
Name (please print):
Title (please print):

Signature
Name (please print):
Title (please print):

Note:
This Form of Proposal should be signed by a person authorized to sign on behalf of the Proponent as follows:
(a) For a corporation - the authorized signatory(ies) of the corporation;
(b) For a partnership or joint venture - each partner or joint venturer (or their authorized signatories as applicable)
***For joint ventures, one joint venturer must assume overall responsibility for the RFP and the RFP process and be identified accordingly in the proposal; or*
(c) For an individual (including a sole proprietorship) - the individual.

- Attachments:
- Attachment 1 – Proponent Profile and Qualifications
 - *(Note: Identify and attach supporting documents applicable to this Attachment – such as resumes and evidence of compliance with mandatory criteria)*
 - Attachment 2 – Workplan
 - *(Note: Identify and attach supporting documents applicable to this Attachment – such as work product/reporting samples, work plans and evidence of compliance with mandatory criteria)*
 - Attachment 3 – Financial Proposal
 - *(Note: Identify and attach supporting documents applicable to this Attachment)*

ATTACHMENT 1 - PROPONENT PROFILE AND QUALIFICATIONS

Note: If space is insufficient, additional rows/lines or additional pages may be added as necessary.

A. Form of Business Organization - check and complete as applicable

- Sole Proprietorship
- Partnership – jurisdiction and date of establishment: _____
- Corporation – jurisdiction and date of incorporation: _____
- Joint Venture – identify all joint venturers, and who has primary responsibility for this RFP¹ _____

B. Proponent Summary (Note: Provide background information (brief history, size, services offered, etc. If you have more than one location, identify the location(s) which will be performing the Work.))

C. Experience, Qualifications and Capacity

Experience: (Note: Describe your relevant experience performing services the same/similar to the Work):

Qualifications: (Note: Describe your qualifications and applicable certifications to perform the Work)

Capacity: (Note: Describe your capacity to perform the Work, highlighting weekly performance thresholds (ie. maximum number of examinations/tests and resulting reporting per week))

Mandatory Criteria: (Note: Describe, and attach evidence of, how you meet the mandatory criteria set out in Part 2 (Scope of Work/ Specifications))

D. Financial References (Note: Attach financial statements and/or bank references to demonstrate financial stability).

We hereby consent to SPS contacting our financial institution to obtain financial references:

Name and Address	Contact Name and Title	Contact Telephone Number

¹ If the Proponent is a joint-venture/limited partnership, all information requested in sections A and B should be submitted for each participant in the joint-venture/limited partnership. A separate page may be attached for this purpose. The primary representative who shall assume all responsibilities for the Work, if successful, shall be identified.

- E. Client References** (Note: List 3 client references (excluding SPS, Surrey Police Board or the City of Surrey), preferably from police/law enforcement organizations, and preferably in Canada or North America).

We hereby consent to SPS contacting references for the purposes of evaluating our proposal.

Company and Contact Name	Phone / Email	Work Description

- F. Personnel** (Note: List the personnel who will be performing the Work, and the primary contact for contract and performance management. Include a brief description of their experience, highlighting relevance and successful completion of work similar to the Work and its scope. Resumes and evidence personnel meet applicable mandatory criteria set out in Part 2 (Scope of Work / Specifications) should be attached. By providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.

(Note: As per contract terms, changes to personnel are not permitted without written permission of SPS.)

Name and Title	Area of Responsibility	Experience

- G. Sub-contractors** (Note: List all proposed subcontractors and the work they will undertake. Where final selection has not been made, identify the potential subcontractors from which the selection will be made. If none, indicate "Not Applicable". Evidence sub-contractors meet applicable mandatory criteria set out in Part 2 (Scope of Work / Specifications) should be attached. If any sub-contractors are individuals, by providing this information, you warrant and represent you have each individual's consent to disclosure of their personal information in accordance with privacy laws.)

(Note: As per contract terms, changes to subcontractors are not permitted without written permission of SPS.)

Name and Address	Contact Name / Phone Number	Area of Responsibility	Experience (including years working with Proponent)

- H. Conflict of Interest** – check as applicable

- To the best of our knowledge, upon undertaking appropriate investigation and due diligence, we are not aware of any employees or persons who may be involved in this project, being "Associates"² of SPS or Surrey Police Board members, employees, officers or directors.
- We are aware of conflict(s) of interest or potential conflict(s) of interest, as follows:
(Note: Identify parties and their role in the project, confirm their relationship based on the definition of "Associate", and described the proposed solution to manage, minimize or eliminate any perceived or actual conflict(s)):

- I. Security Clearances/Background Checks** (Note: Describe your process for performing/updating background checks/security clearances for personnel and sub-contractors):

² "Associate" means (a) a spouse, (b) a parent, sibling, son or daughter, or the spouse of any one of them, (c) a relative who lives in the person's home, (d) a company in which a person owns shares carrying more than 10% of the voting rights attached to all shares of the corporation, (e) a person's business partner, or (f) a trust or estate of which a person is one of the main beneficiaries or for which the person serves as a trustee.

ATTACHMENT 2 – WORKPLAN

Note: If space is insufficient, additional rows/lines or additional pages may be added as necessary.

A. Performance Methodology (attach separate page(s))

- (a) Demonstrate your capability to perform the Work, your understanding of the Work through a discussion of the key issues, and your ability to meet the requirements of the contract terms.
- (b) Discuss your team’s approach to the Work.
- (c) Provide a clear description of your plan and methodology to successfully accomplish the Work.
- (d) Identify resources required to complete the Work from both you and SPS.
- (e) Include assumptions made and assessment of risks and mitigation strategies.

B. Workplan (attach separate page(s))- (Note: Provide a comprehensive summary of the scope of Work you will provide and a detailed schedule for the Work, setting out how you intend to complete the Work, including dates of key activities/milestones, deliverables associated with each activity/milestone and turnaround and response times.)

ACTIVITY (Insert Milestone Dates)	Time from Notice to Proceed (in days)			
	1	5	7	Etc.

C. Reporting and Other Work Product Samples (attach separate page(s))- (Note: Provide samples of some of the reports and other deliverables applicable to the performance of the Work, including sample reports and detailed invoices.)

D. Scope/Specifications

(check as applicable)

- We accept Part 2 – Scope of Work/Specifications in its entirety.
- We accept Part 2 – Scope of Work/Specifications with exceptions.
(Note: Identify / describe proposed changes, equivalents, substitutions or alternatives with supporting information, data and documentation that the exception will meet or exceed SPS’s expectations. Nothing proposed in this section will apply unless incorporated into the Contract Terms.)

(Note: Identify any recommended additional scope required or recommended to successfully complete the Work or improve the Work. Nothing proposed in this section will apply unless incorporated into the Contract Terms)

E. Equipment and Other Resources (Note: Unless already detailed in your attached Workplan, describe the equipment, technologies, and other resources you will utilize to perform the Work efficiently and effectively.)

F. Security Protocols and Procedures (Note: Describe your processes and procedures for maintaining the confidentiality of the Work, Work Product, Work details, participant names and other confidential or personal information. Include a brief description of your information technology and data security policies as they pertain to your online case management portal and records management and maintenance. Provide a description of measures taken to maintain restricted access to systems, portals and records and to ensure appropriate data security practices are implemented and followed. Include information regarding access to work in progress and completed work (Is it restricted or limited? Who is able to gain access?) and frequency of data security audits.

G. Protection of Personal and Confidential Information

(a) Privacy Policy - (attach your Privacy Policy for review and approval by SPS).

(b) Storage of Information – check as applicable:

- We will not store confidential and/or sensitive information of SPS or personal information obtained as part of the Work on servers outside of Canada or allow anyone from outside of Canada to access such information.
- We will or may store confidential and/or sensitive information of SPS or personal information obtained as part of the Services on servers outside of Canada, but confirm such information will be encrypted or de-identified, with the encryption keys and/or de-identification keys (as the case may be) stored on servers located within SPS’s data centres within Canada.

H. Customer Service (Note: Describe your customer service approach, including issues management, reporting, etc.)

I. Contract Terms - Check one.

- We accept Part 3 (Contract Terms) of the RFP in its entirety.
- We accept Part 3 (Contract Terms) of the RFP with exceptions.
(Note: Identify and describe any proposed exceptions/changes.) (Nothing proposed in this section will apply unless incorporated into the Contract Terms).

Section	Change Proposed	Reason for Change

J. Additional and Value-Added Services (Note: Describe in detail any additional or value-added services not specifically requested but offered. There will be no extra costs associated with these services unless such costs are specifically included and explained in Attachment 3 – Costs and Pricing. Nothing proposed in this section will apply unless incorporated into the Contract Terms)

K. Other Information (Note: Provide any other details and information you consider relevant or applicable to the RFP and your proposal or that specifically differentiates your proposal from others.)

L. WorkSafeBC - Attach clearance letter from WorkSafeBC.

ATTACHMENT 3 – FINANCIAL PROPOSAL

(This Attachment, subject to negotiations between SPS and the successful Proponents(s), will be incorporated into the Contract Terms)

Note: Additional rows/lines, tables or pages may be added as necessary.

A. PRICING AND PAYMENT TERMS:

1. Currency. All prices are expressed in Canadian dollars.
2. Firm Pricing. All Fees will be fixed. Fees will be subject to an increase on each anniversary of the Start Date by a percentage no greater than the applicable percentage increase in the Consumer Price Index (All items) for Vancouver, British Columbia as published by Statistics Canada, or any successor government agency.
3. Discrepancies. If there are any obvious discrepancies between individual prices and the total amount, individual prices will govern.

B. FEE CALCULATION / SCHEDULE OF RATES

Indicate your proposed fee (excluding GST), and the basis of calculation as follows (as applicable):

- monthly fee;
- hourly rates for all personnel if payment is to be made on an hourly basis; or
- lump sum fee.

SCHEDULE OF RATES (Example) – ON A PER EXAMINATION BASIS

Description	Per Test (excl. GST and PST)
Physical Aptitude Testing (POPAT)	\$
Physical Aptitude Re-Testing (if needed)	\$
	\$

C. DISCOUNT(S):

Early Payment Discount: A cash discount of _____% will be allowed if invoices are paid within ____ days.

Other Discounts: (Note: Identify any currently available discounts, including based on volume of Work, etc.)

D. ADDITIONAL / VALUE ADDED SERVICES (optional)

Description	Price
	\$
	\$

E. ADDITIONAL EXPENSES: (Note: The contract terms provide that Fees are inclusive of all expenses. Identify expenses, if any, that would be payable in addition to the Fees)

Description	Price
	\$
	\$

F. CANCELLATION POLICY: (Note: Provide your cancellation policy, indicating the timeframe an appointment may be cancelled without incurring a cancellation fee, if applicable. If you do not waive cancellation fees, SPS prefers a cancellation policy that will permit filling a cancelled appointment with a replacement appointment within a given timeframe.)
