



# REQUEST FOR PROPOSALS (RFP)

Page 1 of 23

**Subject:**

Computer Components and Peripherals

For further details, please refer to the Statement of Requirement attached as **Part 3** of this document.

**Issue Date:**

**July 16, 2013**

**Closing Date and Time:**

**July 31, 2013, at 11:00 AM**

**RFP No:**

**SEN-004 13-14**

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## SENATE INFORMATION

**Delivery address by mail:**

The Senate of Canada  
Finance and Procurement Directorate  
Parliament Buildings  
Ottawa, Ontario  
K1A 0A4  
Attn: David Brazeau

**Delivery address by hand:**

The Senate of Canada  
Finance and Procurement Directorate  
40 Elgin Street, 11<sup>th</sup> Floor  
Ottawa, ON  
K1A 0A4  
Attn: David Brazeau

**Contact:**

**David Brazeau**  
Contracting Officer

**Telephone no:**

**613-947-1932**

**E-mail:**

**brazed@sen.parl.gc.ca**

**PLEASE MARK ALL CORRESPONDANCE  
AND ENVELOPES WITH THE RFP NUMBER  
INDICATED ABOVE.**

**ELECTRONIC BIDS WILL NOT BE  
ACCEPTED.**

## SUPPLIER SIGNATURE BLOCK

The bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document the goods or services listed herein and on any attachment at the price(s) set out therefor.

**PLEASE COMPLETE, SIGN AND RETURN ALL DOCUMENTS ENCLOSED WITH YOUR RESPONSE.**

**Name of Firm:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Position Title:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**GST Registration or Business Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Telephone no.** \_\_\_\_\_ **Fax:** \_\_\_\_\_



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## PART 1 - INSTRUCTIONS TO BIDDERS

### 1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods or services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. The Senate of Canada will consider entering into a contract for the implementation of the proposal which offers the best overall value in terms of merit and cost, having regards to the mandatory requirements and evaluation criterion set forth in this Request for Proposals. The lowest proposal will not necessarily be accepted. The Senate of Canada reserves the right not to enter into a tender contract as a result of this process.
- III. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- IV. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

### 2. Taxes & Shipping

- I. All taxes are to be excluded from the price proposal.
- II. The selected contractor will be responsible to make all arrangements and pay for all shipping costs to destination, including packaging and custom and excise taxes. Furthermore, the title of all goods will remain that of the contractor during transit.

### 3. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page will result in the disqualification of the proposal.

### 4. Format

- I. Bidders must ensure that all sections in Part 4- Evaluation Criteria and Part 5- Basis of Payment, of this Request for Proposals, are completed. Bidders' technical proposal in response to this RFP must be clear and must contain an index that will facilitate the cross reference of information required in regard to mandatory requirements and evaluation criteria by the evaluation committee.

### 5. Required Number of Copies

- I. A total of three (3) copies of the proposal must be supplied. Only one (1) copy of the Cost Proposal along with the detailed cost breakdown is required in a separate and sealed envelope. **No financial information can be included in the technical proposal.**

### 6. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3) days before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

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- I. Evaluation will be performed using the criteria set forth in Part 4, "Evaluation Criteria", of this RFP.
- II. In its technical proposal, the Bidder must demonstrate its understanding of the requirement described in the RFP, as well as demonstrate how the Bidder will meet the requirements as detailed in Part 4, Evaluation Criteria.  
Bidders should provide sufficient details to address each of the points of the evaluation criteria as specified for each criterion. Simply repeating the statement contained in the solicitation is not sufficient. The evaluation grids that are included in the RFP are for bidder's information and are not to be used as a "fill in the blanks" form to be submitted without specific details included in the bid to describe each required element of the rated criteria.
- III. Bidders must ensure that all information in response to the RFP is contained in its bid. The Bidder's response to the RFP must be void of any hotlinks or web addresses. The Senate of Canada will only consider and evaluate information contained in the bid.

**8. Cost Related to the Preparation of Proposal**

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

**9. Inquiries and Communications**

- I. The contact person for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. Any communication or inquiries must be directed ONLY to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder's proposal. Answers to all questions shall be communicated in writing via Buyandsell/tenders and/or e-mail to all invited Bidders.
- II. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.
- III. All enquiries regarding this RFP must be received by e-mail at: [brazed@sen.parl.gc.ca](mailto:brazed@sen.parl.gc.ca) or by fax at 613-947-1943 by the Contract Authority noted below, at least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be forwarded to all invited bidders simultaneously without revealing the sources of the inquiry.

**10. Provision of False or Incorrect Information**

- I. The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

**11. Debriefing Sessions**

- I. A bidder in a competition may request a debriefing session within two (2) days of the day on which the bidder was notified of the results. The debriefing session shall take place no later than four days after the day on which all bidders were notified of the results.

**12. Closing Date and Time**

- I. Proposals must be received no later than **Wednesday, July 31, 2013 at 11:00 am**. Proposals received after this time and date will remain unopened and will not be considered.
- II. All proposals will be ensured complete physical security from the time of receipt to the time of opening. Proposals will not be publicly opened.

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- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that the Bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

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## **PART 2 - GENERAL TERMS AND CONDITIONS**

### **1. Appropriate Law**

- I. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

### **2. Interpretation**

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

### **3. Assignment**

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

### **4. Time is of the Essence**

- I. Time is of the essence in this contract. It is essential that the Work be performed within or at the time stated in the Contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

### **5. Indemnity Against Claims**

- I. Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of;
  - any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
  - any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

### **6. Right to Inspection**

- I. The Senate of Canada reserves the right of access to any records resulting from this contract.

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- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate upon a thirty (30) day written notice if it is determined that the services or goods provided by the Contractor, either in whole or in part are no longer required.
- IV. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

**8. Warranties**

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than twelve (12) months from the completion of services or date of delivery.

**9. Records to be Kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work or services or delivery of goods.

**10. Confidentiality**

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

**11. Rules and Regulations**

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.



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- I. Under no circumstances shall the Contractor use any stationery with a Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

**13. Performance**

- I. The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

**14. Amendments to the Agreement**

- I. No person other than the Manager of Purchasing and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement must be made in writing.

**15. Ownership of Intellectual and Other Property Including Copyrights**

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

**16. Conflict of Interest**

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

**17. Discrimination and Harassment in the Workplace**

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its Directors or Officers during the life of this Contract, the Senate reserves the right to immediately terminate the Contract. In such cases, the Senate shall only be liable for payment for goods already delivered and accepted or services already performed. No other costs or fees shall be due or payable by the Senate.

**18. Sales Tax**

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

**19. As and when required**

- I. The goods and services to be delivered under the Contract will be on an "as and when requested" basis.

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I. In this clause,

"Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and

"Minimum Contract Value" means \$0.00 .

II. The Senate of Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at the Senate's option, to pay the Contractor at the end of the Contract in accordance with paragraph III. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. The Senate's maximum liability for work performed under the Contract must not exceed the Maximum Contract Value, unless an increase is authorized in writing by the Contracting Authority.

III. In the event that the Senate does not request work in the amount of the Minimum Contract Value during the period of the Contract, the Senate must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.

IV. The Senate of Canada will have no obligation to the Contractor under this clause if the Senate terminates the Contract in whole or in part for default.

**21. Basis of Payment – Firm Unit Prices**

I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Part 5 Basis of Payment. Customs duties are included and Applicable Taxes are extra.

II. The Senate of Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

III. The Senate reserves the right to negotiate and/or dictate payment schedules with the winning bidder before contract award.

**22. Invoicing**

I. An itemized invoice certified by the Contractor shall be forwarded to:

**The Senate of Canada  
Finance and Procurement Directorate  
Parliament Buildings  
Ottawa, Ontario  
K1A 0A4**

**or by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)**

II. Payment by the Senate to the Contractor for work, or goods, shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
- If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

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- I. The Senate of Canada will pay the Contractor on a monthly basis for goods delivered during the month covered by the invoice in accordance with the payment provisions of the Contract if:
  - a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - b) all such documents have been verified by the Senate of Canada;
  - c) the goods delivered have been accepted by the Senate of Canada.

**24. Method of Payment**

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Individuals/corporation's account. Please send an e-mail to request a direct deposit form at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca).
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

**25. Interest on Overdue Accounts**

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "Date of payment" means 30 days from the date of receipt of the invoice at the Senate.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

**26. Advertisement**

- I. The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

**27. Entire Agreement**

- I. This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

**28. Date of Completion of Work**

- I. The Contractor shall, between the date of contract award and September 30, 2015 or when the sum of all invoices totals \$30,000.00, whichever comes first, perform and complete with care, skill, diligence and efficiency the work that is described in this document and deliver all goods.



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### 29. Security Accreditation Check

- I. The selected contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access. Upon award of contract, please contact the Senate Protective Service at 613-995-6357 or submit the completed form(s) to:

Senate of Canada  
 Protective Services  
 Operations and Planning Officer  
 214 – 56 Sparks Street  
 Ottawa, Ontario  
 K1A 0A4  
 Fax number: 613-943-0032

### 30. Contracting Authority

The Contracting Authority for the Contract is:

David Brazeau  
 Contracting Officer  
 The Senate of Canada

Telephone: 613-947-1932  
 E-mail address: brazed@sen.parl.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 31. Contractor's Representative (to be completed with bid):

Primary contact:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Secondary contact:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 Email: \_\_\_\_\_

### 32. Hardware Must Be New

- I. All Hardware supplied by the Contractor must be new and unused. The Hardware must also:
- a. be off-the-shelf, meaning it must be composed of standard equipment requiring no further research or development;
  - b. be a model that is still in production by the manufacturer at the time of delivery; and
  - c. conform to the version of the applicable specification or part number of the manufacturer in effect at the time of delivery.
- I. Unless the Contract provides otherwise, hardware or parts that have been refurbished or are certified as "equal to new quality" are not acceptable.
- II. By supplying the Hardware, the Contractor is guaranteeing that the Hardware is not counterfeit, meaning it is not an unauthorized copy, replica, or substitute for the product manufactured by the original equipment manufacturer identified by name on the Hardware.

**33. Acceptance**

- I. The Hardware, including all the Work related to it, is subject to acceptance by the Senate of Canada. As part of its acceptance process, the Senate of Canada may test any function of the Hardware to determine whether it meets the Specifications. If any of the Work does not meet the requirements of the Contract, the Senate of Canada may reject it or require that it be corrected at the Contractor's expense before accepting it. No payments for the Hardware are due under the Contract unless the Hardware is accepted.
- II. Acceptance by the Senate of Canada does not relieve the Contractor of its responsibility for defects in the Hardware or other failures to meet the requirements of the Contract or of its warranty or maintenance obligations under the Contract.

**34. Product Warranty**

- I. Despite inspection and acceptance of the Work by or on behalf of the Senate of Canada and without restricting any other provision of the Contract or any condition, warranty or provision imposed by law, the Contractor warrants that, for twelve (12) months (or any other period stated in the Contract), the Work will be free from all defects in design, material or workmanship, and will conform to the requirements of the Contract. The warranty period begins on the date of delivery, or if acceptance takes place at a later date, the date of acceptance. With respect to Senate Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.
- II. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of the Senate of Canada to do so, must as soon as possible repair, replace or otherwise make good at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract.
- III. The Work or any part of the Work found to be defective or non-conforming will be returned to the Contractor's plant for replacement, repair or making good. However, when in the opinion of the Senate of Canada it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.
- IV. The Senate of Canada must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection III. The Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location directed by the Senate of Canada.
- V. The Contractor must remedy all data and reports pertaining to any correction or replacement under this section, including revisions and updating of all affected data, manuals, publications, software and drawings called for under the Contract, at no cost to the Senate of Canada.
- VI. If the Contractor fails to fulfill any obligation described in this section within a reasonable time of receiving a notice, the Senate of Canada will have the right to remedy or to have remedied the defective or non-conforming work at the Contractor's expense. If the Senate of Canada does not wish to correct or replace the defective or non-conforming work, an equitable reduction will be made in the Contract Price.
- VII. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work repaired, replaced or otherwise made good pursuant to subsection 2, for the greater of:
  - a) the warranty period remaining, including the extension, or
  - b) ninety (90) days or such other period as may be specified for that purpose by agreement between the Parties

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- I. The Contractor's certification that the price or rate is not in excess of the lowest price or rate charged anyone else, including the Contractor's most favoured customer, for the like quality and quantity of the goods, services or both, is subject to verification by audit, at the discretion of the Senate of Canada, before or after payment is made to the Contractor.
- II. If the audit demonstrates that the certification is in error after payment is made to the Contractor, the Contractor must, at the discretion of the Senate of Canada, make repayment to the Senate of Canada in the amount found to be in excess of the lowest price or rate or authorize the retention by the Senate of Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor pursuant to the Contract.
- III. If the audit demonstrates that the certification is in error before payment is made, the Contractor agrees that any pending invoice will be adjusted by the Senate of Canada in accordance with the results of the audit. It is further agreed that if the Contract is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

**36. Price Protection – Most Favoured Customer**

- I. To the best of the Contractor's knowledge, the prices it is charging to the Senate under the Contract are not higher than the lowest prices/rates that it has charged any other customer (including other Government of Canada entities) for a similar quality and quantity of goods and services in the year before the Contract was awarded.
- II. The Contractor also agrees that, if after the date of this Contract it reduces the prices it charges to other customers for a similar quality and quantity of goods and services, it will reduce the prices for all remaining deliveries under this Contract (with notice to the Contracting Authority).
- III. At any time during the 6 years after making the final payment under this Contract or until all claims and disputes then outstanding are settled, whichever is later, the Senate has the right to audit the Contractor's records to verify that it is receiving (or has received) these prices. The Senate will give at least 2 weeks of notice before the audit.
- IV. During this audit, the Contractor must produce invoices and contracts for similar quality or quantity of goods or services sold to other customers from one year before the Contract was awarded until the end of the Contract Period. If the Contractor is required by law or by contract to keep another customer's information confidential, the Contractor may black out any information on the invoices or contracts that could reasonably reveal the identity of the customer (such as the customer's name and address), as long as the Contractor provides, together with the invoices and contracts, a certification from its Senior Financial Officer describing the profile of the customer (e.g., whether it is a public sector or private sector customer and the customer's size and service locations).
- V. In determining whether the goods and services sold to another customer were of similar quality, the terms and conditions of the contract under which those goods and services were delivered will be considered, if those terms and conditions are reasonably likely to have had a material effect on pricing.
- VI. If the Senate's audit reveals that the Contractor charged lower prices for a similar quality and quantity of goods and services under any contract where deliveries were made in the year before the Contract was awarded, or that the Contractor delivered additional goods or services under the Contract after reducing its prices for other customers but without reducing the prices under the Contract, then the Contractor must pay to the Senate the difference between the amount charged to the Senate and the amount charged to the other customer, up to a maximum of 25% of the value of the Contract.
- VII. The Senate acknowledges that this commitment does not extend to prices charged by any affiliates of the Contractor.

**37. Substitute Products**

- I. The Contractor must provide the Senate's Project Authority with thirty (30) days written notice for any proposed changes to products described in Part 3 – Statement Of Requirement. This notification must include the description of the proposed substitute product or a sample of such for testing by the Senate. In such cases the Project Authority may accept the substitute product or in cases of rejection, the Senate may request that the selected bidder provide alternative items for testing.



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## PART 3 - STATEMENT OF REQUIREMENT

### 1. Objective

Information Services Directorate (ISD) of the Senate of Canada requires the services of a Contractor to provide off-the-shelf replacement computer parts, for laptop and personal computer repairs.

### 2. Background

ISD is responsible for the development, operation and support of the Senate's information technology (IT), telecommunications and multimedia systems and services.

### 3. List of Parts

The following list is provided to demonstrate the range of parts or components normally required by ISD. Purchases are not limited to the parts listed:

- |                           |                        |
|---------------------------|------------------------|
| -PC Motherboard           | -PC Video Card         |
| -PC Parallel Printer Card | -PC Network Adapter    |
| -USB Cables               | -Other Assorted Cables |
| -USB Adapter              | -PC Power Supplies     |
| -RAM SIMS                 | -Optical Mouse         |
| -PC Webcams               | -PC Headsets           |
| -Hard Disks               | -Tie Wraps (bags)      |
| -CPU Cases                | -CPU Fans              |
| -CPU Paste Grease         | -Keyboards             |
| -WIFI Routers             | -Clip Nuts (pkg)       |

### 4. Point of Contact

At a minimum, the Contractor must have the ability to communicate orally and in writing in one (1) of Canada's official languages.

### 5. Ordering

Ordering of replacement parts will normally be as follows:

- An IT Analyst, performing repairs, will determine a need for a replacement part, and seek approval for purchase.
- Order is placed with Contractor, via telephone or email, providing specifications of requirement, from approved Senate-approved parts list and delivery requirement.

### 6. Delivery Service Levels

Two service levels are required for delivery:

#### 6.1 Same-Day Delivery:

Orders placed before 1pm, of any given business day (Monday through Friday) may be required for same day delivery, by 4:30pm. The Contractor will be required to process such orders on a "rush" basis and expedite delivery to destination.

#### 6.2 Next-Business-Day Delivery

Orders placed before 4:30pm, of any given business day (Monday through Friday) may be required for next-business-day delivery, by 12:00pm, NOON.

### 7. Delivery Address:

All items are to be delivered to 40 Elgin Street, 9<sup>th</sup> floor. The contact person for delivery will be specified at time of order placement.

### 8. Returns

For all returns, the Contractor must accept parts or components returned in original packaging, whether sealed or open.

### 9. Stock Levels

The Contractor will be responsible for maintaining stock levels or resource network appropriate for the volume of requests by the Senate of Canada. The Senate of Canada will not pay for any additional warehousing space or partnership fees to permit the expedient delivery of required parts or components.



## PART 4 - EVALUATION CRITERIA

### 1. Mandatory Technical Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Bidders must provide an explanation that clearly demonstrates full compliance with the mandatory requirements. Documentation must be provided in support of claims of compliance to mandatory criteria.
- III. Ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Page No." for all information included.
- IV. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.

### 2. Evaluation Criteria

- I. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a lowest price per point rating system based on evaluation criteria and assigned weight factors.
- II. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.
- III. Bidder's Technical Proposal must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A Bidder's Appendix is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Appendix may result in the disqualification of the proposal. A proposed Bidder's index has been included at article "4" of Part 4 – Evaluation Criteria.
- IV. All information regarding the mandatory requirements must be identified by the page and paragraph number in the Bidders Appendix and written in the column entitled "Cross Ref."
- V. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

### 3. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate sealed package clearly labelled "Cost Proposal" along with the Bidders company name. No financial information may appear in the technical proposal.**
- III. The Senate of Canada may, but will have no obligation to correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.





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#### 4. Bidder's Index

The following is the proposed format for the Bidder's index. It is mandatory that the information listed in the proposed index be included in the Bidder's index and that it **must** appear on the **first** page of the RFP.

| Description  | Page no. |
|--|----------|
| <p><b><u>Mandatory Requirements:</u></b></p> <p>5.1 M1 Corporate Experience</p> <p><b><u>Rated Criteria</u></b></p> <p>5.2 R1 Stock Levels<br/>           5.2 R2 Timely Delivery<br/>           5.2 R3 Contact Person<br/>           5.2 R4 Corporate Proficiency<br/>           5.2 R5 Environmental Initiatives</p> <p><b><u>Financial Proposal</u></b></p> <p>1. Part 5 Basis of Payment</p> <p><b><u>Bidder's Detailed Proposal</u></b></p> <p>Executive Summary</p> |          |
|  |          |

#### 5. Technical Evaluation

##### 5.1 Mandatory Criteria

Bidders **MUST** meet all the mandatory requirements of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria. The mandatory criteria are:

##### **M1. Corporate Experience:**

Bidders must demonstrate that they have, at a minimum, five (5) years of experience within the last eight (8) years, providing computer parts and components, in either retail or corporate sales, or both.

To demonstrate experience, the Bidder must, at a minimum, provide the following information:

- a) The date of registration or incorporation;
- b) The date at which computer parts and components sales became part of the business offering;  
and
- c) A description of the different stock levels kept in-store/on-site.

**Bids MUST meet the mandatory criteria to be considered responsive.**

**R.F.P. no:****SEN-004 13/14****Page 18 of 23****5.2 Rated Criteria****R1 Stock Levels**

The Bidder should provide details with regards to its capacity to provide computer parts and components.

| <b>R1 Stock Levels</b>   | <b>Score</b> | <b>Maximum Points</b> |
|--|--------------|-----------------------|
| <p>0 Points: No description provided OR the description does not demonstrate that the Bidder carries an inventory of computer parts and components.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder carries an inventory of computer parts and components. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder carries an inventory of computer parts and components.</p> <p>3 Points: The description clearly demonstrates that the Bidder carries an inventory of computer parts and components AND the Bidder has an electronic inventory management system.</p>   |              | /3                    |
| <p>0 Points: No description provided OR the description does not demonstrate the Bidder's methods for sourcing parts and components for inventory.</p> <p>1 Point: The description does not clearly demonstrate the Bidder's methods for sourcing parts and components for inventory. Clarification required.</p> <p>2 Points: The description clearly demonstrates the Bidder's methods for sourcing parts and components for inventory.</p> <p>3 Points: The description clearly demonstrates the Bidder's methods for sourcing parts and components for inventory AND the Bidder has the ability to have parts shipped from manufacturer's location directly to client address.</p> |              | /3                    |
| <b>Total Points for R1</b>   |              | <b>/6</b>             |

**R2 Timely Delivery**

The Bidder should provide details with regards to its capacity to provide timely deliveries, to meet the requirement as stated in Part 3- Statement of Requirement.

| <b>R2 Timely Delivery</b>  | <b>Score</b> | <b>Maximum Points</b> |
|--|--------------|-----------------------|
| <p>0 Points: No description provided OR the description does not demonstrate that the Bidder has the ability to provide same-day delivery, in the National Capital Region (NCR).</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has the ability to provide same-day delivery, in the NCR.</p> <p>2 Points: The description clearly demonstrates that the Bidder has the ability to provide same-day delivery, in the NCR.</p> <p>3 Points: The description clearly demonstrates that the Bidder has the ability to provide same-day delivery, in the NCR AND the description clearly demonstrates that the Bidder utilizes either commercial courier companies OR has a corporate delivery vehicle to perform same-day deliveries in the NCR.</p> <p>4 points: The description clearly demonstrates that the Bidder has the ability to provide same-day delivery, in the NCR AND the description clearly demonstrates that the Bidder utilizes BOTH commercial courier companies AND has a corporate delivery vehicle to perform same-day deliveries in the NCR.</p> |              | /4                    |

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|   |           |
|---|-----------|
| <p>0 Points: No description provided OR The description does not demonstrate that the Bidder has the ability to provide next-business-day delivery, in the National Capital Region (NCR).</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has the ability to provide next-business-day delivery, in the NCR.</p> <p>2 Points: The description clearly demonstrates that the Bidder has the ability to provide next-business-day delivery, in the NCR.</p> <p>3 Points: The description clearly demonstrates that the Bidder has the ability to provide next-business-day delivery, in the NCR AND the description clearly demonstrates that the Bidder utilizes either commercial courier companies OR has a corporate delivery vehicle to perform next-business-day deliveries in the NCR.</p> <p>4 points: The description clearly demonstrates that the Bidder has the ability to provide next-business-day delivery, in the NCR AND the description clearly demonstrates that the Bidder utilizes BOTH commercial courier companies AND has a corporate delivery vehicle to perform next-business-day deliveries in the NCR.</p> | /4        |
| <b>Total Points for R2</b>  | <b>/8</b> |

**R3 Contact Person**

The Bidder should provide details with regards to its capacity to receive communications and accept orders, as stated in Part 3- Statement of Requirement.

| <b>R3 Contact Person</b>   | <b>Score</b> | <b>Maximum Points</b> |
|--|--------------|-----------------------|
| <p>0 Points: No description provided OR the description does not demonstrate that the Bidder has identified a primary contact person for communications and acceptance of orders.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has identified a primary contact person for communications and acceptance of orders. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has identified a primary contact person for communications and acceptance of orders.</p> <p>3 Points: The description clearly demonstrates that the Bidder has identified a primary contact person for communications and acceptance of orders AND the description clearly demonstrates that the Bidder has identified a secondary contact person for communications and acceptance of orders.</p> <p>4 points: All of the requirements for 3 points are satisfied AND the description clearly demonstrates the hours of availability for BOTH identified contact persons.</p> | /4           |                       |
| <p>0 Points: No description provided OR the description does not demonstrate that the Bidder has the ability to accept orders via telephone and email.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has the ability to accept orders via telephone and email. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has the ability to accept orders via telephone and email.</p> <p>3 Points: The description clearly demonstrates that the Bidder has the ability to accept orders via telephone and email AND the description clearly demonstrates the process by which the Bidder sends confirmation of orders, in writing via fax or email, to the client.</p>  | /3           |                       |
| <b>Total Points for R3</b>   | <b>/7</b>    |                       |

**R.F.P. no:****SEN-004 13/14****Page 20 of 23****R4 Corporate Proficiency:**

The Bidder must demonstrate its corporate proficiency for providing computer parts sales, as described in the Statement of Requirement.

| <b>R4 Corporate Proficiency</b>   | <b>Score</b> | <b>Maximum Points</b> |
|---|--------------|-----------------------|
| <p>0 Points: The description does not demonstrate the number of years the Bidder's organization has been operating.</p> <p>1 Point: The description does not clearly demonstrate the number of years the Bidder's organization has been operating. Clarification required.</p> <p>2 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating less than five (5) years.</p> <p>3 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating more than five (5) years, but less than ten (10) years.</p> <p>4 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in operating more than ten (10) years.</p> |              | 4                     |
| <p>0 Points: The description does not demonstrate the focus of the Bidder's operations.</p> <p>1 Point: The description does not clearly demonstrate the focus of the Bidder's operations. Clarification required.</p> <p>2 Points: The description clearly demonstrates the focus of the Bidder's operations.</p> <p>3 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that business-to-business sales form a minimum of 25% of the business offering.</p> <p>4 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that business-to-business sales form a minimum of 40% of the business offering.</p>  |              | 4                     |
| Score for R4 Corporate Proficiency:   |              | /8                    |

**R5 Environmental Initiatives:**

The Bidder must demonstrate the environmental initiatives it has implemented as part of everyday business operations.

| <b>R5 Environmental Initiatives</b>   | <b>Score</b> | <b>Maximum Points</b> |
|---|--------------|-----------------------|
| <p>0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation of a "blue-bin" program, promotion of car-pooling, or other similar initiatives.</p> <p>3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient</p> |              | 4                     |



|   |                      |
|---|----------------------|
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|---|----------------------|

|   |  |           |
|---|--|-----------|
| lighting, participation of a “blue-bin” program, promotion of car-pooling, or other similar initiatives.  |  |           |
| 4 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification <u>must</u> accompany the bid. |  |           |
| Score for R5 Environmental Initiatives  |  | <b>/4</b> |
| Total Score for R4 Corporate Proficiency<br>(_____/4 x weighting factor of 1.5)   |  | <b>/6</b> |

|   |            |
|---|------------|
| <b>Total Points, Technical Evaluation</b> |            |
| (R1 + R2 + R3 + R4 + R5) =                | <b>/35</b> |

**6. Financial Evaluation**

The Contract will be awarded to the Bidder that offers the best value to the Senate of Canada. Best value is defined as the lowest cost-per-point responsive bid.

COST-PER-POINT: 
$$\frac{\text{Total Evaluated Price}}{\text{Total Points Score for Rated Requirements}}$$

|                 |
|-----------------|
| Cost per point: |
|-----------------|



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## PART 5 - BASIS OF PAYMENT

The Bidder must submit firm, all inclusive unit prices for the goods, as described in Part 3 - Statement of Work. Prices submitted must be inclusive of all activities, personnel, equipment, and materials to prepare for delivery, customs and duties included, Harmonized Sales Tax excluded. Unit prices are to be exclusive of shipping costs.

### **Discount Rate:**

The Bidder must submit a discount rate, to be applied to all items sold by Bidder, for purchases by the Senate of Canada.

|  |   |
|--|---|
| Discount Rate, applicable to all purchases | % |
|--|---|

Items, descriptions and quantities for evaluation are provided for evaluation purposes only, and do not represent a guarantee of work or volumes. The sum of the Extended Prices will determine the Total Evaluated Price.

| (A) Item and Description                                     | Quantity for Evaluation | Unit Price* | Extended Price |
|--|-------------------------|-------------|----------------|
| PC Motherboard, ASUS P5G4IT-M-LX                             | 1                       | \$          | \$             |
| PC Video Card, ASUS 8400 GS Silent                           | 20                      | \$          | \$             |
| Network Printer Card, JetDirect 600N                         | 3                       | \$          | \$             |
| PC Network Adapter, Intel Pro/1000 GT Desktop Adapter        | 8                       | \$          | \$             |
| USB Cable, 6ft standard connectors                           | 6                       | \$          | \$             |
| Audio Cable, 6ft M to M                                      | 6                       | \$          | \$             |
| Video Cable, 6ft DVI extension                               | 6                       | \$          | \$             |
| Video Cable, 6ft VGA extension                               | 6                       | \$          | \$             |
| USB Adapter, USB to 9-pin serial adapter                     | 2                       | \$          | \$             |
| PC Power Supply, ATX 350PN                                   | 51                      | \$          | \$             |
| RAM SIMS, KVR1066D3N7K2/8G, 8GB Kit (2 x 4GB) – DDR3 1066MHz | 2                       | \$          | \$             |
| Optical Mouse, Microsoft Basic Optical Mouse 1.0A            | 20                      | \$          | \$             |
| PC Webcam, Logitech C920                                     | 4                       | \$          | \$             |
| PC Headset, Andrea NC-250V                                   | 4                       | \$          | \$             |
| Hard Disk, 1TB Seagate Barracuda                             | 7                       | \$          | \$             |
| Hard Disk, 320GB Seagate Barracuda                           | 7                       | \$          | \$             |
| Tie Wraps (bags), 6" black tie wrap, 100-pk                  | 3                       | \$          | \$             |
| CPU Case, Antec P280 XL-ATX Tower, Black                     | 1                       | \$          | \$             |
| CPU Fan, Cooler Master, Hyper 212 Plus                       | 2                       | \$          | \$             |
| CPU Fan, Cooler Master, Case Fan 80mm                        | 2                       | \$          | \$             |
| CPU Paste Grease, 1.5g syringes                              | 10                      | \$          | \$             |
| Keyboard, Solidus Peripherals, Bilingual – KBS224K3-USB-BL   | 10                      | \$          | \$             |
| WIFI Router, D-Link Wireless N4 Port router, P/N 610-dir-615 | 1                       | \$          | \$             |
| Clip Nuts, 100-pk, P/N 1421N100                              | 1                       | \$          | \$             |
| Delivery charge, Same-day delivery                           | 12                      | \$          | \$             |
| Delivery charge, Next-business-day delivery                  | 8                       | \$          | \$             |
| <b>Sum, Components List (A)</b>                              |                         |             | \$             |

\*Unit pricing for Part-(A) of Financial Evaluation must be presented at retail, or sale, price. No discount will be applied, by the Senate, for pricing provided under (A).

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Discount rates will be evaluated by equating the % rate to a monetary value. The monetary value will be determined using a component list of 7 undisclosed products, and calculating the total cost of the products at the Bidder's discounted prices.

| <b>Item and Description</b> | <b>Regular Selling Price</b> | <b>Unit price after percentage discount</b> | <b>Extended Price</b> |
|-----------------------------|------------------------------|---|-----------------------|
| Item 1                      |                              | \$  | \$                    |
| Item 2                      |                              | \$  | \$                    |
| Item 3                      |                              | \$  | \$                    |
| Item 4                      |                              | \$  | \$                    |
| Item 5                      |                              | \$  | \$                    |
| Item 6                      |                              | \$  | \$                    |
| Item 7                      |                              | \$  | \$                    |
| Sum, Discount Rate (B)      |                              |   | \$                    |

|                                   |    |
|-----------------------------------|----|
| Total Evaluated Price (A) + (B) = | \$ |
|-----------------------------------|----|