



## REQUEST FOR PROPOSALS (RFP)

Page 1 of 22

**Subject:**

Temporary Help Services  
1- Senate Driver      2- Maintenance Person

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

**Issue Date:**

**July 18, 2013**

**Closing Date and Time:**

**August 2, 2013, at 11:00 AM**

**RFP No:**

**SEN-005 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, INITIAL BOTTOM OF EACH PAGES 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. Price Certification**

- I. By submitting a proposal, the Bidder certifies that the price quoted is not in excess of the lowest price charged to anyone else, including the Bidder's most favoured customer, for like quality and quantity of the goods, work or services. This certification is subject to verification by audit, at the discretion of the Senate of Canada.

### **4. 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.

### **5. Format**

- I. Bidders must ensure that all sections in Part 3- Statement of Requirements 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.

### **6. 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.**

### **7. 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.



## 8. Evaluation Method

- 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.

## 9. 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.

## 10. 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.gc.ca/tenders](http://Buyandsell.gc.ca/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.
- V. 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.

## 11. 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.

## 12. 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.

## 13. Closing Date and Time

- I. Proposals must be received no later than **Friday, August 2, 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.

**R.F.P. no:****SEN-005 13/14****Page 6 of 22****14. Funding Approvals**

- 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.



## **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 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.



**12. Miscellaneous Restrictions or Implied Obligations**

- 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**

The Work to be performed under the Contract will be on an "as and when requested basis".

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- I. In this clause,
- II. "Maximum Contract Value" means the amount specified in the "Limitation of Expenditure" clause set out in the Contract; and
- III. "Minimum Contract Value" means \$ 0.00.
- IV. Canada's obligation under the Contract is to request Work in the amount of the Minimum Contract Value or, at Canada's option, to pay the Contractor at the end of the Contract in accordance with paragraph 3. In consideration of such obligation, the Contractor agrees to stand in readiness throughout the Contract period to perform the Work described in the Contract. Canada'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.
- V. In the event that Canada does not request work in the amount of the Minimum Contract Value during the period of the Contract, Canada must pay the Contractor the difference between the Minimum Contract Value and the total cost of the Work requested.
- VI. Canada will have no obligation to the Contractor under this clause if Canada terminates the Contract in whole or in part for default.

**21. Firm Hourly Rates**

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

| <b>Category</b> | <b>Firm Hourly Rate</b> |
|-----------------|-------------------------|
| Driver          | \$                      |
| Maintenance     | \$                      |

**22. Basis of Payment – Limitation of Expenditure**

The Senate of Canada's total liability to the Contractor under the contract must not exceed \$ \_\_\_\_ (amount to be inserted at Contract award). Customs duties are included and applicable taxes are extra.

The Contractor must not perform any work or provide any service that would result in the Senate's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a) when it is 75 percent committed, or
- b) four (4) months before the contract expiry date, or
- c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the work,

whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase the Senate's liability.

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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.

**24. Monthly Payment**

The Senate of Canada will pay the Contractor on a monthly basis for work performed 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 Work performed has been accepted by the Senate of Canada.

**25. 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.

**26. 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.

**R.F.P. no:****SEN-005 13/14****Page 12 of 22****27. 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.

**28. 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.

**29. Date of Completion of Work**

- I. The Contractor shall, for three (3) years following award of Contract or when the sum of all invoices totals \$\_\_\_\_\_ (insert amount at Contract award), whichever comes first, perform and complete with care, skill, diligence and efficiency the work that is described in this document and deliver all goods.

**30. 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

**31. 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.

**32. Contractor's Representative (to be completed with bid):**

Primary contact:

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

Secondary contact:

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



## **PART 3 - STATEMENT OF REQUIREMENT**

### **1. Objective**

The Building Services Directorate of the Senate of Canada requires the services of a Contractor to provide temporary help services, in the fields of:

- 1- Maintenance Person; and
- 2- Senate Driver

### **2. Background**

#### **2.1 Maintenance Services**

This section, of the Senate of Canada, ensures that adequate and appropriate cleaning standards are effectively implemented within the 266,000 sq. feet of Senate-occupied space of the Parliamentary Precinct. The section also ensures that the premises and assets, contained within the Parliamentary Precinct, are maintained in an acceptable state of cleanliness and good order.

Hours of service: Sunday to Thursday, from 11:00pm to 7:00am

#### **2.2 Transportation Services**

Building Services provides transportation services between all buildings of the Parliamentary Precinct for Senators, Members of Parliament and employees, as well as goods and assets received from off-site locations to all Senate-occupied buildings in the National Capital Region.

Hours of service: Monday to Thursday, from 7:00am to 10:00pm., and  
Friday 7:00 am to 5:00pm  
Services required only when Parliament is in session.

### **3. Work Descriptions**

#### **3.1 Maintenance Person:**

Performs varied maintenance and cleaning duties according to established standards, in the Centre and East Blocks, the Victoria Building and other identified locations,

The Maintenance Person must have experience and knowledge of the various facets of the maintenance industry such as the various surfaces to be maintained, the use of chemicals and their reactions and the PH scale. Furthermore, the Maintenance Person must be familiar with norms, standards, products and equipment specific to the Senate and be able to apply them.

The work requires an understanding and knowledge of the special products and equipment used in dilution, handling, application, etc... This understanding is essential to the preservation of the various surfaces to be maintained, as well as for the Senate's heritage assets and related heritage considerations.

Services are provided in the three (3) buildings occupied by the Senate. Services are occasionally in dirty and smelly areas and with chemical products.

#### **3.2 Senate Driver**

The Driver provides courteous, efficient and regular bus transportation service among the various Parliament buildings for senators, senior Senate officials and other authorized users. The Driver drives a van or truck to provide a pick-up and delivery service for authorized users within the Senate. The Driver also ensures that safe driving and maintenance standards are respected at all times.

The Driver also provides a pick-up and delivery service of all furniture, supplies, boxes and parcels that are too heavy or awkward to be delivered by messengers.

The Driver must have knowledge of driving methods and techniques for all vehicles that the incumbent must drive, including a bus, van and truck.

The Driver must have client service skills to provide a courteous frontline service to passengers and to Senate staff with whom there is personal contact during delivery of materials and acknowledgment of receipt.

**R.F.P. no:****SEN-005 13/14****Page 14 of 22****3.2.1 License Requirements**

The driver must be the holder of a driving permit with valid classes D, F and G (Ontario), and/or a driving permit with valid 3, 4B and 5 classes (Quebec).

**4. Official Languages**

At a minimum, the temporary help employee must speak one (1) of Canada's official languages.

**5. Reporting for Work****5.1 Maintenance Person**

The temporary help employee must report to the Senate of Canada main entrance at the Centre Block. The temporary help employee will be escorted to room 669-S. The contact is J-Y Roy.

**5.2 Senate Driver**

The temporary help employee must report to the Senate of Canada East Block entrance. The temporary help employee will be escorted to room 035-B-EB. The contact is S.Groulx.

**6. Testing and Training**

The Contractor must provide Workplace Hazardous Materials Information System (WHMIS) training to temporary help employees. Any training requirements that are specific to the workplace are the Project Authority's responsibility.

**7. Security Clearance and Available Resources**

The Contractor must ensure that available resources for both the Maintenance Person and Driver positions that have been provided security clearance, by the Senate of Canada, at the "Site Access" level.

The Contractor must ensure that, at any given time during the period of the contract, it has three (3) available resources, who hold appropriate security clearance for the Contract, for each the Maintenance Person and Driver positions.

**8. Ordering of Resources**

A representative of the Senate will contact the contractor when a need arises. The Contractor must acknowledge the Senate's request within four (4) hours of the request being placed. Any requests placed after 3pm must be acknowledged by 9am the following day.

The Contractor must verify the security requirement of the request against its inventory of temporary help employees to identify all personnel with appropriate skills of the classification/position. The Contractor must review the experience and previous performance of individuals and match these to the job/task description provided by the Senate representative.

The Contractor must select the best available candidate/resource and verify their willingness to accept the assignment before proposing the resource to the Senate.

The Contractor must propose a qualified resource, meeting the required skill levels for the requirement, within 24 to 48 hours of the request being sent by the Senate. Once a resource is identified, the Contractor must send a copy of the candidate's resumé to the Senate representative for acceptance. The Senate representative will send written or verbal acceptance/refusal. The Senate representative can elect to interview the proposed resource, whether in person or via telephone, prior to providing acceptance/refusal.

**9. Benefits**

The Contractor is responsible to ensure that the temporary help employee is paid salary, overtime, statutory holidays and other benefits as required by law.



## **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 the end of Part 3 of this document.
- 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 "Page No.".
- 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<br/>5.1 M2 Accessibility</p> <p><b><u>Rated Criteria</u></b></p> <p>5.2 R1.1 Maintenance Work<br/>5.2 R1.2 Driver<br/>5.2 R2 Qualification and Screening<br/>5.2 R3 Safety<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 temporary help/labour services

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

- The date of registration or incorporation;
- The date at which temporary help/labour services became part of the business offering;
- A description of the different streams of temporary help/labour services offered;

##### M2. Accessibility:

Bidders must demonstrate that they have the capacity to receive communications and requests, via email, fax or telephone, during the business hours of 7am to 5pm, Monday through Friday.

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

- Normal hours of operation
- Methods of communication
- Identification and availability of a primary and secondary contact

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



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The Bidder should demonstrate that, by bid closing, it was under contract to provide a resource for maintenance (cleaning) work, a resource for driving, each to a minimum of two (2) external clients\* within the last three (3) years.

\*External clients is defined as a separate legal entity, not affiliated the legal entity submitting the bid.

| <b>R1.1 Maintenance work</b>                                                                                                                                                                                                                                                                                               | <b>Score</b> | <b>Maximum Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 0 Points: No description provided OR The description does not demonstrate that the resources provided were for maintenance (cleaning) work OR The description does not demonstrate that the services were provided within the last 3 years.                                                                                |              |                       |
| 1 Point: The description does not clearly demonstrate that the resources provided were for maintenance (cleaning) work OR The description does not clearly demonstrate that the resources were provided to two (2) external clients. The description demonstrates that the services were provided within the last 3 years. |              |                       |
| 2 Points: The description clearly demonstrates that the resources provided were for maintenance (cleaning) work, the resources were provided to two (2) external clients and the services were provided within the last 3 years.                                                                                           |              |                       |
| 3 Points: All of the requirements to 2 points are met AND contact information is provided with regards to the client receiving the services.                                                                                                                                                                               |              | /4                    |
| 4 Points: All of the requirements to 2 points are met AND contact information is provided with regards to the client receiving the services AND a reference letter is provided from each client.                                                                                                                           |              |                       |
| <b>Total Points for R1.1</b>                                                                                                                                                                                                                                                                                               |              | <b>/4</b>             |

| <b>R1.2 Driver</b>                                                                                                                                                                                                                                                                                      | <b>Score</b> | <b>Maximum Points</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 0 Points: No description provided OR The description does not demonstrate that the resources provided were for a driver OR The description does not demonstrate that the services were provided within the last 3 years.                                                                                |              |                       |
| 1 Point: The description does not clearly demonstrate that the resources provided were for a driver OR The description does not clearly demonstrate that the resources were provided to two (2) external clients. The description demonstrates that the services were provided within the last 3 years. |              |                       |
| 2 Points: The description clearly demonstrates that the resources provided were for a driver, the resources were provided to two (2) external clients and the services were provided within the last 3 years.                                                                                           |              |                       |
| 3 Points: All of the requirements to 2 points are met AND contact information is provided with regards to the client receiving the services.                                                                                                                                                            |              | /4                    |
| 4 Points: All of the requirements to 2 points are met AND contact information is provided with regards to the client receiving the services AND a reference letter is provided from each client.                                                                                                        |              |                       |
| <b>Total Points for R1.2</b>                                                                                                                                                                                                                                                                            |              | <b>/4</b>             |

|                                       |  |           |
|---------------------------------------|--|-----------|
| <b>Total Points for R1 Experience</b> |  | <b>/8</b> |
|---------------------------------------|--|-----------|



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**R2 Qualification and Screening of Available Resources**

The Bidder should demonstrate its methods and/or processes for qualifying and screening the available resources (people).

| <b>R2 Qualification and Screening</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Score</b> | <b>Maximum Points</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| <p>0 Points: No description provided OR The description provided does not demonstrate the Bidder's methods and/or processes for assessing job-specific skills.</p> <p>1 Point: The description does not clearly demonstrate the Bidder's methods and/or processes for assessing job-specific skills. Clarification required.</p> <p>2 Points: The description clearly demonstrates the Bidder's methods and/or processes for assessing job-specific skills.</p> <p>3 Points: The description clearly demonstrates the Bidders methods and/or processes for assessing job-specific skills AND performs reference verification to further qualify resources.</p>                                                                                                                                                                                                  |              | /3                    |
| <p>0 Points: No description provided OR The description provided does not demonstrate the Bidder's methods and/or processes for assessing language and oral communication skills, in either official language.</p> <p>1 Point: The description does not clearly demonstrate the Bidder's methods and/or processes for assessing language and oral communication skills, in either official language. Clarification required.</p> <p>2 Points: The description clearly demonstrates the Bidder's methods and/or processes for assessing language and oral communication skills, in either official language.</p> <p>3 Points: The description clearly demonstrates the Bidders methods and/or processes for assessing language and communication skills in either official language AND administers writing skills assessments, in either official language.</p> |              | /3                    |
| <p>0 Points: No description provided OR The description provided does not demonstrate the Bidder's methods and/or processes for assessing background and security checks.</p> <p>1 Point: The description does not clearly demonstrate the Bidder's methods and/or processes for assessing background and security checks. Clarification required.</p> <p>2 Points: The description clearly demonstrates the Bidder's methods and/or processes for assessing background and security checks.</p> <p>3 Points: The description clearly demonstrates the Bidders methods and/or processes for assessing background and security checks AND proactively seeks security clearance for its resources.</p>                                                                                                                                                            |              | /3                    |
| <p>0 Points: No description provided OR The description provided does not demonstrate the Bidder's methods and/or processes for tracking absenteeism.</p> <p>1 Point: The description does not clearly demonstrate the Bidder's methods and/or processes for assessing absenteeism. Clarification required.</p> <p>2 Points: The description clearly demonstrates the Bidder's methods and/or processes for assessing absenteeism.</p> <p>3 Points: The description clearly demonstrates the Bidders methods and/or processes for assessing absenteeism AND demonstrates the ability to generate reports for clients.</p>                                                                                                                                                                                                                                       |              | /3                    |
| <p>0 Points: No description provided OR The description provided does not demonstrate the Bidder's methods and/or processes for evaluating customer satisfaction after assignment is completed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |                       |

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|                                                                                                                                                                                                                                                |  |            |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------|
| 1 Point: The description does not clearly demonstrate the Bidder's methods and/or processes for evaluating customer satisfaction after assignment is completed. Clarification required.                                                        |  | /3         |
| 2 Points: The description clearly demonstrates the Bidder's methods and/or processes for evaluating customer satisfaction after assignment is completed.                                                                                       |  |            |
| 3 Points: The description clearly demonstrates the Bidders methods and/or processes for evaluating customer satisfaction after assignment is completed AND demonstrates the ability to track the individual's performance between assignments. |  |            |
| <b>Total Points for R2 Qualification and Screening</b>                                                                                                                                                                                         |  | <b>/15</b> |

**R3 Safety**

The Bidder should provide a clear and detailed description of the Bidder's safety program or safety policy.

| <b>R3 Safety</b>                                                                                                                                                                                                     | <b>Score</b> | <b>Maximum Points</b> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 0 Points: No description provided OR The description provided does not demonstrate that the Bidder has a corporate safety program or policy.                                                                         |              |                       |
| 1 Point: The description does not clearly demonstrate that the Bidder has a corporate safety program or safety policy. Clarification required.                                                                       |              | /3                    |
| 2 Points: The description clearly demonstrates that the Bidder has a corporate safety program or safety policy.                                                                                                      |              |                       |
| 3 Points: The description clearly demonstrates that the Bidder has a corporate safety program or safety policy AND the Bidder makes the program and/or policy available for viewing on their own corporate web site. |              |                       |
| 0 Points: No description provided OR The description provided does not demonstrate that the Bidder provides safety training to its resources.                                                                        |              |                       |
| 1 Point: The description does not clearly demonstrate that the Bidder provides safety training to its resources. Clarification required.                                                                             |              | /3                    |
| 2 Points: The description clearly demonstrates that the Bidder provides safety training to its resources.                                                                                                            |              |                       |
| 3 Points: The description clearly demonstrates that the Bidder provides safety training to its resources AND requires that its resources pass a safety exam.                                                         |              |                       |
| <b>Total Points for R3 Safety</b>                                                                                                                                                                                    |              | <b>/6</b>             |

**R4 Corporate Proficiency:**

The Bidder must demonstrate its corporate proficiency for providing temporary help and labour services, as described in the Statement of Work.

| <b>R4 Corporate Proficiency</b>                                                                                                                                             | <b>Score</b> | <b>Maximum Points</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 0 Points: The description does not demonstrate the number of years the Bidder's organization has been operating.                                                            |              |                       |
| 1 Point: The description does not clearly demonstrate the number of years the Bidder's organization has been operating. Clarification required.                             |              | 4                     |
| 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. |              |                       |
| 3 Points: The description clearly demonstrates the number of years the Bidder's organization has been operating. The Bidder has been in                                     |              |                       |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |  |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----|
| operating more than five (5) years, but less than ten (10) years.<br><br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |    |
| 0 Points: The description does not demonstrate the focus of the Bidder's operations.<br><br>1 Point: The description does not clearly demonstrate the focus of the Bidder's operations. Clarification required.<br><br>2 Points: The description clearly demonstrates the focus of the Bidder's operations.<br><br>3 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that the provision of labour services forms a minimum of 20% of the business offering.<br><br>4 Points: The description clearly demonstrates the focus of the Bidder's operations AND demonstrates that the provision of labour services forms a minimum of 40% of the business offering. |  | 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> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-----------------------|
| 0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.<br><br>1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.<br><br>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.<br><br>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 lighting, participation of a "blue-bin" program, promotion of car-pooling, or other similar initiatives.<br><br>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. |              | 4                     |
| Score for R5 Environmental Initiatives                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |              | /4                    |
| Total Score for R5 Corporate Proficiency<br>(_____/4 x weighting factor of 2.25)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              | /9                    |

**Total Points, Technical Evaluation**

(R1 + R2 + R3 + R4 + R5) =

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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 hourly rates for the performance of work, as described in Part 3 - Statement of Work. Prices submitted must be inclusive of all activities, personnel and equipment to perform the work, customs and duties included, Harmonized Sales Tax excluded.

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.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

The Contractor will be paid firm hourly rates as follows, for work performed in accordance with the Contract. Customs duties are included and Applicable Taxes are extra.

| Category      | Firm Hourly Rate | Quantity for Evaluation (in hours) | Extended Price |
|---------------|------------------|------------------------------------|----------------|
| Senate Driver | \$               | 42                                 | (A)            |

| Category           | Firm Hourly Rate | Quantity for Evaluation (in hours) | Extended Price |
|--------------------|------------------|------------------------------------|----------------|
| Maintenance Person | \$               | 1250                               | (B)            |

#### Total Evaluated Price

|     |   |     |   |    |
|-----|---|-----|---|----|
| (A) | + | (B) | = | \$ |
|-----|---|-----|---|----|