



# REQUEST FOR PROPOSALS (RFP)

## Subject: Acquisition Credit Card

For further details, please refer to the Statement of Work attached as **Part 6** of this document.

<b>Issue Date:</b> August 23, 2013	<b>Closing Date and Time:</b> September 16, 2013 at 11:00 AM Eastern Standard Time	<b>RFP No:</b> <b>SEN-017 13-14</b>
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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: Ali Rostami

**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: Ali Rostami

**Contact:**

Ali Rostami  
 Supervisor Procurement

**Telephone no:**

613-947-1932

**E-mail:**

rosta@sen.parl.gc.ca

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

**ELECTRONIC BIDS WILL NOT BE ACCEPTED.**

### BIDDER 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 therefore.

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a bid as a joint venture.

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
GST Registration or Business Number:			

# Table Of Contents

## **PART 1 - GENERAL INFORMATION**

1. *Introduction*
2. *Summary*
3. *Debriefings*

## **PART 2 - BIDDER INSTRUCTIONS**

1. *Prelude*
2. *Signature Requirement*
3. *Irrevocable Proposals*
4. *Cost Related to the Preparation of Proposal*
5. *Joint Venture*
6. *Inquiries and Communications*
7. *Provision of False or Incorrect Information*
8. *Delayed Bids*
9. *Conflict of Interest – Unfair Advantage*
10. *Funding Approvals*
11. *Applicable Laws*

## **PART 3 - BID PREPARATION INSTRUCTIONS**

1. *Bid Preparation Instructions*

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. *Evaluation Procedures*
2. *Mandatory Criteria*
3. *Rated Evaluation Criteria*
4. *Bidders Cost Proposal*
5. *Financial Evaluation*
6. *Basis of Selection*

## **PART 5 - CERTIFICATIONS**

1. *Mandatory Certifications Required With Bid*

## **PART 6 - RESULTING CONTRACT CLAUSES**

1. *Appropriate Law*
2. *Interpretation*
3. *Assignment*
4. *Period of the Contract*
5. *Delivery Date*
6. *Option to Extend the Contract*
7. *Contracting Authority*
8. *Project Authority*
9. *Contractor's Representative (To complete with bid)*
10. *Time is of the Essence*
11. *Indemnity Against Claims*

- 
12. *Right to Inspection*
  13. *Termination of Agreement*
  14. *Warranties*
  15. *Records to be kept by the Contractor*
  16. *Confidentiality*
  17. *Rules and Regulations*
  18. *Miscellaneous Restrictions*
  19. *Performance*
  20. *Subcontracts*
  21. *Replacement of Specific Individuals*
  22. *Amendment to the Agreement*
  23. *Ownership of Intellectual and Other Property Including Copyrights*
  24. *Conflict of Interest*
  25. *Discrimination and Harassment in the Workplace*
  26. *Health and Safety*
  27. *Rebate*
  28. *Method of Rebate*
  29. *Payment Instructions*
  30. *Interest on Overdue Rebates*
  31. *Advertisement*
  32. *Entire Agreement*
  33. *Priority of Documents*

*ANNEX A (STATEMENT OF WORK)*

*ANNEX B (REBATE SCHEDULE)*

*ANNEX C (DEFINITION)*

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Rebate Schedule and Definitions.

### **2. Summary**

A single contract will be awarded to the successful bidder to provide the Senate of Canada, with acquisition card services. Services will be required for a period of 3 years commencing from date of Contract award, with an option to extend the Contract by 2 additional twelve (12) month period.

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 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. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

### 2. 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.

### 3. 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.
- II. 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.

### 4. 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.

### 5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
  - a) the name of each member of the joint venture;
  - b) the Procurement Business Number of each member of the joint venture;
  - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
  - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of

the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

## 6. 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](http://buyandsell.gc.ca) or email or fax.
- 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: [rostaa@sen.parl.gc.ca](mailto:rostaa@sen.parl.gc.ca) or by fax at [613-947-1923](tel:613-947-1923) 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, via [buyandsell.gc.ca](http://buyandsell.gc.ca) or email or fax, without revealing the sources of the inquiry.

## 7. 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.

## 8. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:
  - a. a CPC cancellation date stamp; or
  - b. a CPC Priority Courier bill of lading; or
  - c. a CPC Xpresspost label

that clearly indicates that the bid was mailed before the bid closing date.

- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

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## 9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
  - a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

## 10. 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.

## 11. Applicable Laws

- I. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- II. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies)
- Section II: Interactive Demo (1 CD) OR through access to a test site replicating the live site
- Section III: Financial Bid (1 hard copies)
- Section IV: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

The Senate Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

Bidders must quote the RFP number, as part of the address information on the mailing label, bill of lading, or be visible on the outside of the mailing package.

#### **Section I: Technical Bid**

- I. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

- I. Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Rebate in Annex "B". The total amount of Applicable Taxes must be shown separately.

#### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- III. The following is the proposed format for the Bidder's Technical Proposal. It is mandatory that the information listed in the proposed index be included in the Bidder's Technical Proposal and that it **must** appear on the **first** page of the bid.

### Proposed Bidder Index

Description	Page no.
<p><b><u>Mandatory Requirements:</u></b></p> <p><b><u>Please see mandatory table</u></b></p> <p>2.1 M1 2.2 M2 2.3 M3 2.4 M4</p> <p><b><u>Rated Criteria</u></b></p> <p>3.1 <u>PROGRAM APPROACH</u> R1,R2,R3,R4 3.2 <u>EXPERIENCE AND ABILITIES</u> R5,R6,R7,R8,R9 3.3 <u>TECHNOLOGY AND SUPPORT</u> R10,R11,R12,R13,R14,R15 <u>CARD CONTROLS AND USAGE RESTRICTIONS</u> R16,R17,R18,R19,R20</p> <p><b><u>Financial Proposal</u></b></p> <p>Annex B – Rebate Schedule</p> <p><b><u>Bidder's Detailed Proposal</u></b></p> <p>Executive Summary</p>	

### 2. Mandatory 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 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' Technical Proposal 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.**
- V. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. 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:

MANDATORY TECHNICAL CRITERIA		
	Description	Met Yes/No
M1	The Bidder must provide documentations that the offered solution meets the specification set out in the SOW. It is the Bidders responsibility to ensure that sufficient information is provide.	
M2	The Bidder must provide a detailed Implementation Plan which includes at minimum, major tasks, activities, timeframe and allocated resources. The implementation plan must demonstrate how the bidder will complete the implementation plan within 3 months of contract award.	
M3	The Bidder must provide an Acquisition Card that is accepted in the USA and UK.	
M4	The Bidder must deliver a bilingual Electronic Access System.	

### 3. Rated Evaluation Criteria

- I. 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.
- II. 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 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 Technical Proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the Technical Proposal may result in the disqualification of the proposal. A proposed Bidder's index has been included at Part 4 Article 1 of this document.
- IV. Each Evaluation Criteria is scored on an identified points system that is then multiplied by the Weight Factor indicated, as applicable.

The table below is the scoring guideline that will be used by the evaluation panel as a reference to assign a score to each narrative response to the Technical Bid, unless otherwise noted in the individual technical criteria.

Rating	Description
0 = (0%)	Rated area not addressed.
1 = (10%)	Rated area is minimally addressed.
3 = (30%)	Rated area is marginally addressed.
5 = (50%)	Rated area is almost addressed.
7 = (70%)	Rated area is satisfactorily addressed.
8 = (80%)	Rated area is well addressed and provides a good quality solution.
9 = (90%)	Rated area fully addresses the requirement and provides a very good quality solution.
10 = (100%)	Rated area exceeds the requirement. Response is exceptional.

The rated evaluation criteria are:

<b>3.1 PROGRAM APPROACH</b>														
<p><i>Bidder's approach to, and understanding of, the scope of services required in the RFP as evidenced by the project approach represented. The following will be evaluated:</i></p> <ul style="list-style-type: none"> <li>• <i>Project management approach</i></li> <li>• <i>Range of card acceptance</i></li> </ul> <p><i>Experience in similar type projects</i></p>														
R1	The Bidder should describe its project management approach and its utilization to manage the requirements as stated in the SOW. Bidders should describe how the methodology would support project planning, coordinating and reporting.	15												
R2	<p>The Bidder should provide descriptions of 2 projects either completed or which have been ongoing for at least one year. As a whole, these projects must include centralized billing and electronic billing file interfacing with at least two different major Enterprise Resource Planning/financial systems. i.e Systems, Applications and Products (SAP), FreeBalance and Oracle.</p> <p>For each project, the Bidder must include the name, title, company, address, email address and telephone number of the contact person along with a brief description of the project that was the basis for the relationship. The referenced projects should be similar in nature and complexity to the requirements described in the SOW, Annex A.</p>	30												
R3	<p>The Senate desires an Acquisition Card with the widest possible acceptance by a variety of suppliers that provide products and services. The Bidder should provide the total number of Canadian merchant card acceptance locations (excluding hotels/motels, and car rental outlets.)</p> <table border="1"> <thead> <tr> <th><u>Number of locations</u></th> <th><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>150,000 - 200,000</td> <td>6</td> </tr> <tr> <td>200,001 - 250,000</td> <td>10</td> </tr> <tr> <td>250,001 - 300,000</td> <td>14</td> </tr> <tr> <td>300,001 - 350,000</td> <td>18</td> </tr> <tr> <td>350,001 and up</td> <td>20</td> </tr> </tbody> </table>	<u>Number of locations</u>	<u>Points</u>	150,000 - 200,000	6	200,001 - 250,000	10	250,001 - 300,000	14	300,001 - 350,000	18	350,001 and up	20	20
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250,001 - 300,000	14													
300,001 - 350,000	18													
350,001 and up	20													
R4	<p>The Bidder should provide the total number of foreign countries in which their card is accepted in foreign country as required in the SOW Annex A, Section 2.1.</p> <table border="1"> <thead> <tr> <th><u>Number of countries</u></th> <th><u>Points</u></th> </tr> </thead> <tbody> <tr> <td>1 - 25</td> <td>3</td> </tr> <tr> <td>26 - 50</td> <td>5</td> </tr> <tr> <td>51 - 75</td> <td>7</td> </tr> <tr> <td>76 - 100</td> <td>9</td> </tr> <tr> <td>101 and up</td> <td>10</td> </tr> </tbody> </table>	<u>Number of countries</u>	<u>Points</u>	1 - 25	3	26 - 50	5	51 - 75	7	76 - 100	9	101 and up	10	10
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101 and up	10													
<b>PROGRAM APPROACH TOTALS</b>		<b>75</b>												
<b><u>EXPERIENCE AND ABILITIES</u></b>														
<p><i>Ability, experience, capacity and skill of the Bidder to complete the implementation on a timely basis and to provide the services at the level required. The following will be evaluated:</i></p> <ul style="list-style-type: none"> <li>• <i>Implementation plan</i></li> <li>• <i>Delivery</i></li> <li>• <i>Resources and support</i></li> </ul>														
R5	The Bidder should provide a project implementation plan that describes the process and timeline for implementing an Acquisition Card program, including tasks, milestones, deliverables, reviews, training and approvals and provide any other information necessary to understand the implementation of the proposed bid.	35												

R6	The Bidder should describe a plan of action or escalation mechanism that will quickly resolve any implementation problems that may arise	15
R7	The Bidder should provide a description of the implementation team that will undertake the implementation of the proposed solution. The description must include as a minimum a detailed project organization chart showing roles and responsibilities of team members.	15
R8	The Bidder should provide a description of the complete team that will provide support to the ongoing operation of the solution once it has been implemented. The description must include as a minimum an organizational chart showing roles and Responsibilities.	15
R9	The Bidder should demonstrate, through a transition plan, its ability to ensure that the transition period at the end of the contract will not disrupt or interrupt any services in place. This should include availability of information from website, billing, customer service, and other services.	15
<b>EXPERIENCE AND ABILITIES TOTAL</b>		<b>95</b>

### **TECHNOLOGY AND SUPPORT**

*The following will be evaluated:*

- *Technical capabilities and systems integration*
- *Web based electronic system demo*
- *Card program management*
- *Reporting*

R10	The Bidder should demonstrate its technical capabilities by identifying and describing 2 projects similar in size and nature to that of the requirement contained in this RFP, in which they used their resources to produce customized reports and billing files, for interfacing with internal Enterprise Resource Planning/financial systems. i.e Systems, Applications and Products (SAP), FreeBalance and Oracle, and to setup customized data transmission and reporting capabilities pertaining to sections 2.5 and 2.6 of the SOW.	25
R11	<p>The Bidder should present an interactive demo of their web based reporting tool or electronic access system, either in the form of a cd-rom or through access to a test site replicating the live site. The demo should be populated with mock data and allow for the review panel to navigate through all areas. Focus should be put on the following:</p> <ul style="list-style-type: none"> <li>• management reporting and program tracking and monitoring capabilities;</li> <li>• program card administration and maintenance capabilities;</li> <li>• account set-up and maintenance;</li> <li>• user access capabilities and functions; transaction maintenance; and</li> <li>• reconciliation of centralized billing.</li> </ul> <p>A test plan and detailed instructions on how to access and perform each functionality should be provided to ease the navigation and ensure that all areas of the tool have been reviewed by the panel to their full extent.</p>	60
R12	The Bidder should describe their card delivery, activation and deactivation process.	10
R13	The Bidder should describe the proposed archiving and retrieval capabilities.	10
R14	The Bidder should describe how inquiries requiring research/call-backs are handled.	5
R15	The Bidder should provide a detailed description of reporting capabilities indicating that the Bidder can provide reports in hard copy and electronic format.	10

<b>TECHNOLOGY AND SUPPORT TOTAL</b>		<b>120</b>
<b><u>CARD CONTROLS AND USAGE RESTRICTIONS</u></b>		
<i>The following will be evaluated:</i>		
<ul style="list-style-type: none"> <li>• Preventing unauthorized use of card</li> <li>• Options to control transactions</li> <li>• Card account and controls setup and management</li> <li>• Cash advance restriction</li> <li>• Dollar limits</li> </ul>		
R16	The Bidder should provide a plan for preventing unauthorized use of the card for the purchase of goods and services that The Senate may want to restrict. The Bidder should provide full description of The Senate's liability for unauthorized use of cards.	30
R17	The Bidder should describe the options available to control (decline or authorize) transactions.	15
R18	The Bidder should describe how the controls in R17 would function at the Senate level.	10
R19	The Bidder should describe the options available for establishing single dollar transaction limits. Criteria may include, but not limited to, the following: (1) merchant category code; (2) merchant identification number; (3) individual cardholder; (4) department.	30
R20	The Bidder should provide a detailed description of processes for account set up, security; card controls setup and modifications as well as a description of how the set up and procedures can be adapted to the requirements of The Senate.	25
<b>CARD CONTROLS AND USAGE RESTRICTIONS TOTAL</b>		<b>110</b>
<b>Point Rated Technical Criteria</b> <b>Maximum Points: 400</b> <b>Minimum Points: 280 (70%)</b>		<b>Total</b> <b>400</b>

#### 4. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. **Pricing must be submitted in a separate document clearly labelled "Cost Proposal" along with the Bidders company name. No financial information may appear in the technical proposal.**

#### 5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded FOB destination, Canadian customs duties and excise taxes included.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Rebate Schedule detailed in Annex B.

#### 6. Basis of Selection

##### Highest Combined Rating of Technical Merit (70) % and Price (30) %

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation;

- (b) Meet all the mandatory evaluation criteria; and
- (c) Obtain the required minimum number of points specified in Part 4 Rated Criteria for the point rated technical criteria.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid obtaining the highest number of points nor the one with the lowest evaluated price will necessarily be accepted.

The highest early payment rate (HE) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i):  $PS_i = P_i / HE \times 30$ .  $P_i$  is the evaluated price (P) of each responsive bid (i).

A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i):  $TMS_i = OS_i \times 70$ .  $OS_i$  is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria specified in Attachment 1, determined as follows: total number of points obtained / maximum number of points available.

The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows:  $CR_i = PS_i + TMS_i$ .

One Contract to be awarded to the responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract. In the event two or more responsive bids have the same highest combined rating of technical merit and price, the responsive bid with the lowest evaluated price will be recommended for award of a contract.

The table below illustrates an example where the selection of the contractor is determined by a 70/30 ratio of the technical merit and price, respectively.

<b>Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)</b>			
<b>Bidder</b>	<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Score for All the Point Rated Technical Criteria</b>	OS1: 120/135	OS2: 98/135	OS3: 82/135
<b>Bid Evaluated Price</b>	P1: C3.75%	P2: C4.00%	<b>HE</b> and P3: C5.47%
<b>Calculations</b>	<b>Technical Merit Score (OSi x 70)</b>	<b>Rebate Score ( HE/Pi x 30 )</b>	<b>Combined Rating</b>
<b>Bidder 1</b>	120/135 x 70 = 62.22	3.75/5.47 x 30 = 20.57	82.79
<b>Bidder 2</b>	98/135 x 70 = 50.81	4.00 /5.47x 30 = 21.94	72.75
<b>Bidder 3</b>	82/135 x 70 = 42.52	5.47/5.47x 30 = 30.00	72.52

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## PART 5 - CERTIFICATIONS

Bidders must provide the signed required certifications and related documentation to be awarded a contract. The Senate of Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to the Senate of Canada is subject to verification by the Senate during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required With Bid

#### 1.1 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by the Senate of Canada's representatives and at the time specified in the bid solicitation or agreed to with the Senate's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to the Senate. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 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. Period of the Contract

- I. The Work is to be performed from contract award date to 3 years from the contract award.

### 5. Delivery Date

- I. All the deliverables must be received on or before \_\_\_\_\_ (*insert date*).

### 6. Option to Extend the Contract

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the Contract by up to 2 additional 12 month period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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## 7. Contracting Authority

The Contracting Authority for the Contract is:

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

Title: \_\_\_\_\_

Directorate: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone:    \_\_\_ - \_\_\_ - \_\_\_\_\_

Facsimile:    \_\_\_ - \_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

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.

## 8. Project Authority

The Project Authority for the Contract is:

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

Title: \_\_\_\_\_

Telephone:    \_\_\_ - \_\_\_ - \_\_\_\_\_

Facsimile:    \_\_\_ - \_\_\_ - \_\_\_\_\_

E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however, the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

## 9. Contractor's Representative (To complete with bid)

Primary Contact:

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Secondary Contact:

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

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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**10. 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.

**11. 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.

**12. Right to Inspection**

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

**13. Termination of Agreement**

- 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 Senate of Canada may immediately terminate the agreement 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 Senate of Canada may terminate the agreement 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.
- V. In case of prorogation or dissolution of Parliament, this agreement may be immediately terminated upon written notice to the contractor.

**14. Warranties**

The Contractor warrants that:

- I. The Contractor is competent to perform the Work required as per the terms and conditions of the Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. The Contractor shall provide, as per the terms and conditions of the Contract, a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- IV. The Contractor has complete authority to enter into this Contract;

- V. 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.

#### **15. Records to be kept by the Contractor**

- I. The Contractor must keep proper record on a monthly basis and per card of the volume of transactions along with the detailed calculation of the rebate payment made to the Senate. The Contractor must also keep all relevant documentations pertaining to the transactions volume.
- II. The Contractor must not, without prior written consent of The Senate, dispose of any such records and documentation until the expiration of 2 years after the Contract expiry and/or contract termination or until settlement of all outstanding claims and disputes related to these transactions and rebate payment whichever is later.
- III. All such records and documentation must at all times during the retention period referred to in subsection 2 be open to audit, inspection and examination by the authorized representatives of the Senate, who may make copies and take extract thereof. The Contractor must provide all facilities for such audits and inspections and must furnish all such information as the representative of the Senate may from time to time require with respect to such records and documentation.

#### **16. 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.

#### **17. 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.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments

#### **18. Miscellaneous Restrictions**

- 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.

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- 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.

## 19. 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.

## 20. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- III. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- IV. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

## 21. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with similar qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide:
- the name, qualifications and experience of the proposed replacement; and
  - proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

## 22. Amendment 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.

## 23. 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)

#### **24. 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.

#### **25. Discrimination and Harassment in the Workplace**

- I. The Contractor acknowledges the responsibility of the Senate of Canada to ensure, for its employees, a healthy work environment, free of harassment. A copy of the *Senate Policy on Prevention and Resolution of Harassment in the Workplace*, which is also applicable to the Contractor, is available upon request.
- II. The Contractor must not, either as an individual, or as a corporate or unincorporated entity, through its employees or subcontractors, harass, abuse, threaten, discriminate against or intimidate any employee, contractor or other individual employed by, or under contract with the Senate of Canada. The Contractor will be advised in writing of any complaint and will have the right to respond in writing. Upon receipt of the Contractor's response, the Contracting Authority will, at its entire discretion, determine if the complaint is founded and decide on any action to be taken.

#### **26. Health and Safety**

- I. The Contractors, retained through the Finance Directorate, will be advised of their Occupational Health and Safety duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance, Senate of Canada, or the Contracting Officer.

#### **27. Rebate**

##### **I. Basis of Rebates**

- Refer to Annex "B".

##### **28. Method of Rebate**

- I. Rebates must be paid quarterly within 30 days after the end of the quarter. The payment will be based on the Early Payment Rebate Rate. Payments of the rebates will be in the form of a cheque made payable to the Receiver General for Canada.

#### **29. Payment Instructions**

- I. A cheque made payable to the Receiver General for Canada shall be forwarded to:

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

### 30. Interest on Overdue Rebates

For the purpose of this section:

- I. "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Standard Time each day during the month which immediately precedes the month in which the rebate payment is made to The Senate, where the "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
- II. "date of rebate payment" means the date of the negotiable instrument drawn by the Contractor and given for rebate payment of an amount due and payable;
- III. an amount is "due and payable" when it is due and payable by the Contractor to The Senate in accordance with the conditions of the Contract; and
- IV. an amount becomes "overdue" when it is unpaid on the first day following the day upon which it is due and payable.
- V. Subject to the Contract, the Contractor will be liable to pay The Senate simple interest at the Average Rate plus 3 percent per annum on any amount that is overdue, from the date such amount becomes overdue until the day prior to the date of payment, inclusive. Interest will be paid without notice from The Senate.

### 31. 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.

### 32. 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.

### 33. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) Annex A, Statement of Work;
- (c) Annex B, Rebate Schedule;
- (d) Annex C, Definition
- (e) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:*), as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

## ANNEX A (STATEMENT OF WORK)

### 1.0 OVERVIEW

#### 1.1 Introduction and Background

The Senate of Canada has implemented a convenient and less burdensome method of procuring and paying for low dollar value goods and services, as well as fuel for Senate vehicles. The Senate shall enter into formal agreement(s) with commercial credit card firm(s) to provide the services of and acquisition cards and specific fleet card for Senate vehicles.

The acquisition cards are to be used strictly for the purchase of goods and services to support Senate operations in accordance with approved delegation of signing authorities and applicable Senate policies. The acquisition cards are not to be used for travel-related goods and services.

The use of acquisition cards is subject to the following restrictions:

- a. only the person whose name appears on the card may use the card;
- b. the card must only be used to make authorized Senate purchases within the limitations established for each card;
- c. the card must not be used to obtain cash advances;
- d. the card must not be used for personal purposes;
- e. the card must be used in accordance with formal delegation of signing authority and in accordance with related Senate policies;
- f. all restrictions and limits that are included in the *“Acknowledgement of Responsibilities”* are to be adhered to.

The use of the vehicle-specific fleet card is subject to the following restrictions:

- a. only the senator, the manager or a delegated Senate employee who is responsible for the specific vehicle may use the card;
- b. the card will only be used for the purchase of fuel for the assigned Senate vehicle; and
- c. all restrictions and limits that are included in the *“Acknowledgement of Responsibilities”* are to be adhered to.

The use of acquisition cards will offer very significant opportunities to The Senate to increase efficiencies and reduce administrative and associated costs in purchasing goods and services.

#### 1.2 Objectives

The Senate primary objectives are to:

- i) Reduce the need for requisitions, purchase orders, invoices, cheques (issue), envelopes and postage;
- ii) Maintain monitoring of purchasing activities and to maintain control of the entire purchasing process including payment;
- iii) Accelerate the delivery process of goods;
- iv) Have at our disposal a management and data-tracking tool that ensures the flexibility payment terms as well as flexibility to issue and increase limits in a rapid manner.
- vi) To obtain rebates / competitive pricing

### 1.3 Definitions

Please refer to Annex C, for the definitions that are used throughout this document.

### 1.4 Volume Information

The historical volumes listed below are indicative only and should be used as a guide for quotation purposes.

The Senate Acquisition Cards is as follows:

- Number of cards: 39
- Transaction volume:

Year	Sales Volume
2010-2011	\$199,678.34
2011-2012	\$206,506.80
2012-2013	\$201,543.77

**NOTE:** This is the estimated sales volume only and does not constitute a guarantee of work.

### 1.5 Current Arrangements

We currently have one Acquisition Card contract in place with a financial institution that provides service for MasterCard. The contract is set to expire on September 30<sup>th</sup> 2013.

## 2.0 DETAILED SERVICES REQUIREMENT

### 2.1 Card Acceptance

The Acquisition Card must be accepted by at least 150,000 merchant locations (excluding hotels/motels, and car rental outlets) located in Canada as well as accepted and recognized internationally. The Acquisition Card service must be flexible and allow for purchases to be ordered by telephone, over the Internet, fax, through mail or in person.

### 2.2 Liability

- i) The Senate will assume responsibility for all authorized charges incurred against the Acquisition Card. Authorized charges are defined as purchases which meet the following requirements:
- Where the Acquisition Card Coordinator (ACC) authorized the employee as a Acquisition Card user;
  - Within cardholder setup limits and restrictions specified by the ACC;
  - Where transactions are authorized by the merchant in accordance with established payment card association rules and regulations;
  - The Senate receives the product or service; and
  - Where the account has been used by an authorized account/cardholder to make unauthorized purchases.

The use of the Acquisition Card outside of this definition is defined as an unauthorized transaction and is outside the scope of the Senates liability.

- ii) The Contractor must provide controls that will prevent the used of the card for purchasing commodities and services that The Senate designates as restricted, such as travel related expenses, and other restriction as identified by the ACC
- iii) The Contractor must not, under any circumstances, hold the cardholder personally liable for any transaction;
- iv) The Contractor must not seek, collect or accept personal cardholder information such as home address and phone number, etc. or perform credit checks;
- v) The Senate will not be liable for any charges against lost or stolen cards, where the charges occurred after the Contractor had been notified of the event, The Senate's liability for any unauthorized use of the card is nil;
- vi) The Contractor must assume total financial responsibility for actions by any of its employees, agents or franchisees and subcontractors, in the delivery of Acquisition Card services with respect to this Contract, including fraud;
- vii) The Contractor's systems' security procedures and measures must protect the integrity and proper functioning of those databases and systems critical to the operation of the Acquisition Card program;
- viii) The Contractor must not, under any circumstances, divulge any personal or financial information pertaining to The Senate employees or operations to any person or organization other than the ACC and other members identified by the ACC. These restrictions include the release of mailing lists of The Senate and cardholders to any other party.  
**The personal information pertaining to The Senate employees or operations must be safeguarded.**
- ix) The Contractor must agree that all data and information resulting from this Contract is the property of The Senate and as such, the Contractor must not, under any circumstances, divulge any information to persons or organizations other than to the ACC, other members identified by the ACC or to cardholders in the case of their account
- x) No flyers and brochures will be sent to the cardholders.

### 2.3 Card Design and Features

The Contractor is responsible for the embossing and printing of Acquisition Card to The Senate's specifications. Contractor must provide a distinctive card design and colour that will identify the card as a The Senate of Canada Acquisition Card .

The Contractor must provide a unique card design upon request from The ACC. The card must have the words "Senate of Canada Sénat du Canada" embossed on the front. The card model must be submitted to the Contracting Authority for written approval.

The face of the card must have the name of the cardholder's full name, account number validation date and expiry date.

The Contractor must not allow for the issuance of in advances using the Acquisition Card.

The Contractor's customer service toll free number must be printed on the back. A regular phone number must also be printed in case of requirement for collect calls to enable coverage of all international destinations.

Each card must be linked to an account number and must have a card number unique to the card and cardholder. Cardholders may have more than one card issued to them, but each card must have a different card number.

The Contractor must be able to issue project cards, or multiple cards (different card numbers) for the same account or billing entity to selected cardholders as required. At the end of the contract phase-out period, the Contractor must cancel all outstanding cards with future expiry dates.

Each card must have a per transaction and monthly charge limit as determined by the ACC. Purchases for amounts greater than the limit must be rejected.

On an exception basis, the Contractor must have a process in place whereby the ACC can request the Contractor to change the limits instantly or within a few hours.

The Contractor must provide additional limits or controls on the cards for purchase dollar limits and transaction limits as follows:

- Single purchase dollar limits; and
- Daily, weekly and monthly purchase dollar limits and number of transaction limits.

#### 2.4 Card Issuance and Cancellation

The Contractor must ensure that:

- i) All requests for card issuance or re-issuance have proper ACC approval;
- ii) A bilingual activation process is in place for both new and renewed cards where cards become active only upon further confirmation by the cardholder or ACC;
- iii) ACC has authority to approve all changes to the name or delivery address of the cardholder;
- iv) A card issuance process (paper & electronic) is in place from which the Contractor gathers the following information:
  - a) Name of the cardholder;
  - b) Maximum dollar value or credit limit;
  - c) Other restrictions as may be determined;
  - d) Name of department;
  - e) Billing and statement address;
  - f) Date of card request;
- v) A control mechanism is in place by which cardholder information noted in above section iv) must be reviewed, confirmed and compared with ACC's information, on an annual basis;
- vi) The cards are to be delivered to the ACC, as directed, within 10 business days of receipt of an application and in urgent cases, within 24 business hours
- vii) In the event of a lost or stolen Acquisition Card , a replacement card is to be delivered within 72 business hours of Contractor notification or within 24 business hours in urgent cases
- viii) Cards are to be cancelled as directed by the ACC. The issuer must cancel cards that remain active at the end of the phase out period of the contract.

- ix) It does not undertake credit checks on card applicants or cardholders prior to, or subsequent to, issuing a card
- x) Cards are automatically renewed unless otherwise specified by the ACC in writing or electronically
- xi) PIN numbers must never be issued for traditional magnetic stripe cards.

## 2.5 Management Information Data

The Contractor must be able to receive and pass Level 1, Level 2 and where available, Level 3 transaction data. The Contractor must forward to The Senate all transaction data received from the merchants and passed to the Contractor. Transaction data must be provided as and when required by the ACC via a secure electronic file transfer and in a format agreed to in the agreements with the Senate such as XML format, or a flat file such as ASCII, or other format acceptable to The Senate.

Electronic transmissions reports, unless otherwise specified by the ACC, must be provided through the Contractor's electronic access system (as per section 2.6). Minimum requirements are that reports correspond to The Senate billing cycle as well as to specific periods (billing cycle is to be from the 1<sup>st</sup> to the last day of the month). The system must be able to provide electronic review and manipulation of all captured transaction information, including the ability to sort data by field. Therefore, the Contractor is required to provide versatile and comprehensive reporting capabilities.

The following requirement must be met for each report:

- Be provided electronically and in accordance with Payment Card industry security standards (such as masking card numbers, etc.);
- Be provided on a daily or on a monthly basis to the ACC or to the identified users by each ACC
- Identify the cardholder's name and card number
- Be in Canadian dollars
- Be available in a printable format in both official languages
- Have online access to all transaction data at anytime during the cycle date
- All output formats must be fully exportable in Excel 2007 and viewable online

The following requirements must be met, either through one report or through several different reports:

- Details of the total number of purchases made including date, merchant's name, amount, authorization number, location and for any credits or debits for the period;
- Any applicable fees, including interest or late payment charges;
- The previous month's ending balance, previous month's payment amount, the current payment due date, and the total current amount due;
- If purchases made other than in Canadian dollars, date of purchase, the amount in the foreign currency, the conversion exchange rate, additional conversion charges, and the Canadian dollar equivalent;
- Cumulative totals from April 1st to March 31st of the total amount spent and total number of transactions;
- List of all cards issued to The Senate including name of cardholder, card number, expiry date, limit and any other information that the Contractor may have that can assist the ACC in:

- managing the Acquisition Card program
- Listing of cancelled cards
- Number of lost or stolen cards
- Information on inactive cards for the past 3 months
- List of cards to be renewed in the next 90 days
- Ability to query on purchases by merchant or merchant category
- Other exception and customized reports as identified by a department
- Overdue payment report
- Detailed Foreign exchange purchase information; including date, foreign currency amount, Canadian currency amount, conversion rate
- A minimum of 24 months of transaction data available online.

For the ACC on a monthly basis, the following information must be provided:

- i) A summary report indicating the total amount spent and total number of transactions as well as cumulative totals from April 1st to March 31st of the total amount spent and total number of transactions;
- ii) Number of active and inactive accounts;
- iii) Number of lost or stolen cards;
- iv) Summary of overdue payment report and interest charges if applicable;
- v) Summary of monthly transactions by both dollar value and number of purchases;
- vi) Systems reports measuring Contractor performance against established minimum level of service, refer to section 2.8;
- vii) Quarterly rebate incentive reports; a report detailing all quarterly rebate incentives
- viii) Exception and customized reports as identified by the ACC for monitoring and audit purposes;
- ix) Detailed foreign exchange purchase information, including date, original purchase currency, foreign currency amount, exchange rate, converted amount, additional conversion charges (in reference to contract);

## 2.6 Electronic Access System

The Contractor must provide an Internet based electronic access system. Requirements for this system, which must permit two-way exchanges between The Senate and the Contractor listed below. All associated software required to allow connection with departments must be provided at no cost to The Senate.

All program and transaction data stated in section 2.5 must be available electronically. The following are the minimum requirements and must be only provided to authorized system/individuals unless otherwise specified:

- i) Provide cardholders with online access to their account, with ability to review transactions;
- ii) Access to the site and to data within must be controlled by user names and passwords and offer various flexible profiles or access levels based on employee role as well as the ability to maintain profile information and passwords online;

- iii) Provide ACC and other authorized individuals with the ability to maintain program and transaction data as per section 2.5 Management Information Data. This includes the ability to:
  - a. Update account limitations;
  - b. Blocking such as purchase limits;
  - c. Activation status
  - d. Dispute items including tracking process
  - e. Process applications online including tracking of approval status and delivery of card
  - f. Close/cancel cards.
- iv) Provide access to standard reports as offered by the Contractor;
- v) Provide electronic review and manipulation of all captured transactional data and sorting by field to facilitate electronic reconciliation and account payment processes;
- vi) Provide user defined date ranges for report generation;
- vii) Provide flexibility to meet additional future requirements associated to new technology and volume growth.

## 2.7 Delivery of Billing Statements

The Contractor must be able to provide The Senate with the following two (2) options:

### **Option1:**

Statements must have the following features:

- Be made available to The Senate no later than 24 hours following the end of the selected period (for statements viewed online);
- When possible, the billing statement must include a unique reference number such as the departmentally provided reference number;
- Summarize all transactions completed by different cardholders pertaining to a single account (multiple cards/one account) on a single statement. OR

### **Option2:**

To provide an electronic invoice version to the designated billing office of the ACC as in (1) above.

## 2.8 Customer Service

The contractor must:

- i) Provide a separate, bilingual and 24-hour toll free, worldwide customer service telephone number where cardholders can get answers to their inquiries about billings and card acceptance, emergency assistance, card replacement and other services;
- ii) Lost or stolen cards must be replaced within 72 hours of being notified and in 24 hours in urgent cases;
- iii) The electronic access system (as per section 2.6) must be available 24 hours a day seven days a week except in the case of regular maintenance and upgrades for which advance notification will be provided to the ACC at least 30 calendar days in advance;

- iv) Customer service agents must answer calls within 5 minutes on average;
- v) Callback responses must be completed within an average of 30 minutes.

### **3.0 OTHER REQUIREMENTS**

#### **3.1 Payment of Accounts**

The full amount of the monthly balance or billing cycle balance, except for disputed items, will be due within 30 days from the billing cycle date of the Contractor invoice.

An early payment incentive must be offered to The Senate choosing to select a fixed predetermined early payment schedule of less than 30 calendar days.

The Contractor must offer The Senate the possibility to select an early payment period.

The Contractor must accept the following payment methods such as payment by cheque and Electronic Fund Transfer.

#### **3.2 Foreign Currency Conversion**

The Contractor must ensure that charges made in foreign currency credited or debited to the account are converted into Canadian dollars on the statement, invoice or other related reports at a favorable exchange rate as established by an interbank rate at the time of the transaction. No transaction or other fees are charged for this service.

#### **3.3 Disputed Items**

Disputed items may arise as a result of a number of situations such as: errors in additions, altered amounts, incorrect account number, posting or transaction amount, multiple processing, missing signatures or cad imprint on over-the-counter orders among other things.

The Senate must be able to report disputed items up to 90 days from the billing date and request credit on the next billing until the disputed item is resolved.

The existence of disputed items must not result in an account being in default. Written or electronic notification by The Senate of an objection under the method of payment conditions contained herein must be deemed to constitute a disputed item under this clause.

Should The Senate choose a payment option where the Contractor may charge interest on overdue amounts, interest must not be charged for disputed items.

The Contractor must provide the following for disputed items:

- i) Issue instant credit to the account until resolution for disputed items;
- ii) Provide additional transaction data to department for purchase identification;
- iii) Investigate and resolve disputed items quickly with merchant or acquirer;
- iv) Provide a copy of all disputed items related correspondence upon request;
- v) Chargeback merchant or acquirer;
- vi) In the case of legitimate purchases, re-bill cardholder account in following cycle.

### 3.4 Compromised Cards

A compromised card is a situation in which information from a merchant has been compromised in a manner that may expose that particular card to an increase in fraudulent activity. Often a merchant will have a database that becomes compromised either by an external means such as a computer hacker, or internal means such as misplaced backup information. The card numbers are then sold to a 3rd party for the purpose of charging fraudulent purchases.

All measures must be taken by the Contractor to prevent Acquisition Cards from being compromised. In the event that the Contractor becomes aware of the possibility that Acquisition Cards have been compromised, the ACC must be advised within 24 hours. The Contractor must communicate by letter or e-mail the corrective action plan to the ACC.

### 3.5 Implementation Phase

The Contractor must ensure the following during the Implementation Phase:

- i) A Project Manager must be assigned to this project that must be available on an ongoing basis during this implementation period;
- ii) That progress reports to be submitted to the ACC 10 days after month end during the Implementation Phase evidencing that the Contractor's Implementation Plan is followed;
- iii) That minimal disruption (technical support, testing resources, departments involved in every step, operational use not affected, Contractor works to interface with departments) to the departments will occur;
- iv) weeks prior to the Implementation Date, a detailed information package outlining their Acquisition Cards offering, including features of the Acquisition Card, and information regarding the process of implementing the new Acquisition Cards, must be given to the department/agencies;
- v) That acceptable reporting arrangements are provided during the transition period;
- vi) That a bilingual, full time National Coordinator (NC) be appointed that will represent the Contractor on all aspects of the Contract;
- vii) The NC must be responsible for providing assistance and education to ACC and cardholders; readily accessible; and liaising with the ACC for the period of the Contract;
- viii) In the event of the NC's absence and if deemed necessary by the ACC, a suitable replacement must be appointed to carry out the responsibilities of the NC;
- ix) That all necessary forms and documentation including electronic application forms are to be provided in both official languages;
- x) That an escalation mechanism is in place to resolve all implementation issues promptly;

### 3.6 Phase-out (Transition Period) Provisions

The Contractor must, at the end of the operational phase of the Contract or upon notification by the Contract Authority of our intent to terminate the Contract, continue to provide the same level of service on a reduced volume basis, under the same terms, conditions and pricing as stipulated in the Contract for a period not exceeding 12 months to clear transactions and 6 months to honour cards. The total contract period includes the operational phase and does not include phase-out (transition) period.

The Contractor further agrees that, if required by the ACC at the end of the phase-out (transition) period, the Contractor must provide the ACC with an electronic data file containing all of the information collected during the Contract period.

### 3.8 Language

The Contractor must ensure that all services including written communication are available in both official languages (English and French).

The Contractor must offer all communication in the cardholder's official language of choice.

### 3.10 Contingency and Disaster Recovery Plan

The Contractor must have a formal Contingency and Disaster Recovery Plan in place, in the event of power shortage, fire, labor disruption or any other situation that could lead to a disruption in provision of this service, and a copy to be provided upon request.

### 3.11 Periodic Threat and Risk Assessment

Upon the ACC's request, the Contractor must have a Threat and Risk Assessment performed on its IT systems and business processes pertinent to the acquisition card services provided.

## ANNEX B (REBATE SCHEDULE)

### 1.0 Type of Rebates

### 1.2 Early Payment Rebate

This rebate is based on the number of days in which the monthly invoice is paid by The Senate. Upon program implementation, The Senate can select an early payment schedule choosing to pay anywhere from **8 days** from billing. **This figure will be used for evaluation purposes.**

The proposed rebate must include the provision of an incentive to The Senate in the form of a rebate on billed amounts for early payment of accounts. The early payment incentive is to be included in the form of an annual percentage rate.

### 1.3 Rebate Schedule

The Bidder must complete this rebate schedule and include it in its financial bid once completed.

Transaction Volume	Early Payment Rebate Rate
Any level	Annual rate: _____% or Daily rate: _____%

*Example of Financial Proposal*

Transaction Volume	Early Payment Rebate Rate
Any level	Annual rate: <u>5.475</u> _____% or Daily rate: <u>0.015</u> _____%

**Note:** Rebate percentages are expressed as basis points (one basis point being equal to one-hundredth of a percentage point).

### 2.0 Interest

Interest on overdue rebates will be calculated at a rate at least as favorable to The Senate as the interest rate calculated in accordance with PART 6 - Section 30 - Interest on Overdue Rebates, in the Contract.

### 3.0 Option Periods

For the Option Periods, Additional Services and Transition Period (as referred to in Part 6 - Section 3 of the Contract) the rebates remain the same as presented in 1.0 above.

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## ANNEX C (DEFINITION)

Business Day: Monday through Friday except federal holidays.

Cardholder: means the individual who will receive and use the Purchase/Acquisition card in accordance with the requirements and policies issued by The Senate.

Acquisition Card Coordinator: also referred to as ACC means the person occupying the position within a The Senate which must authorize the issue of a Purchase/Acquisition card to employees, and manages the card program and ensure its monitoring.

Implementation Date: means date of Contract award.

Implementation Phase: means the period that starts on the Date of Contract Award and ends on the last day of the Phase-In Period.

Level 1 Data: means basic credit card information, such as account number, date, amount of sale and merchant category code.

Level 2 Data: means merchant name, card number, amount of sale, tax amount, tax identification, customer accounting code, merchant category code, and merchant postal code.

Level 3 Data: means merchant name, card number, amount of sale, tax amount, tax identification, customer accounting code, merchant category code, merchant postal code, customer purchase order number, item product code, item description, item unit of measure, item price, freight/shipping amount, destination postal code and country code, ship from postal code, and order date.

Operational Phase: means the period from the first day following completion of the Implementation Phase to the first day of the phase-out period.

Acquisition Card: means a purchase/acquisition card, which is also sometimes referred to as a procurement card and is commonly known in the industry as a commercial credit card. The Acquisition Card issued by The Senate employees for the purchase of goods and services necessary for business use in accordance with policies and procedures.

Phase-In Period: means a period of three (3) months following contract award.

Phase-Out (Transition) Period: means a period of up to twelve (12) months starting the day after the last day of the Operational Phase of the Contract

NC: National Coordinator

USA: United State of America

UK: United Kingdom