SENATE SÉNAT

REQUEST FOR PROPOSAL (RFP)

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TELECOMMUNICATION SERVICES

For further details, please refer to the Statement of Work attached as Appendix "B" of this document.

Issue Date:	Closing Date and Time:	RFP No:
August 22, 2014	September 12, 2014 at 11:00 AM EDT	SEN-009 14/15

SENATE INFORMATION

For delivery and all inquiries:

Contact: Pierre Lecompte
Title: Contracting Officer
Telephone no: 613-947-1932

E-mail: pierre.lecompte@sen.parl.gc.ca

BIDS MUST BE SUBMITTED ELECTRONICALLY

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

PROPOSAL SUBMITED BY MAIL OR FASCIMILE 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 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 an offer 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:		

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven 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 Security: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Terms of Work and Payment, the Statement of Work and the Basis of Payment.

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for Telecommunication Services, as defined in the Statement of Work at Appendix "B", for one (1) year from the date of contract award, with two (2) options to extend the contract by one (1) additional year.

3. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 6 – Resulting Contract Clauses, Section 3 – Security Requirement.

4. 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.



PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of 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 services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

2. Signature Requirement

- 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

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 the Buy and Sell website.
- 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: pierre.lecompte@sen.parl.gc.ca 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 the Buy and Sell website, without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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.



9. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justification:

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for similar services provided to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Senate.

10. 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 services described in the bid solicitation (or similar 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.

11. Funding Approvals

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.

12. 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

The Senate of Canada requests that bidders provide their bid in separate files as follows:

Section I: Technical Bid 3 hard copies

Section II: Financial Bid 1 copy

Section III: Certifications 1 copy

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) Page Layout: Letter (8.5" x 11");
- b) use a numbering system that corresponds to the offer solicitation.

Bidders must quote the RFP number as part of the subject line in their bid submission email.

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, the Senate of 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

Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in Appendix "C". 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. Proposals must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria. A proposal is incomplete without a Bidder's index. Failure to clearly indicate the location of information in the index may result in the disqualification of the proposal. It is mandatory that the information listed in the index appear on the first page of the proposal. The following is the proposed format for the Bidder's Index:

Description	Page no.
Mandatory Requirements:	
M1 Background Information	
M2 Bidder's Experience	
M3 Equipment	
M4 Bidder's References	
M5 Proposed Resources	
M6 Resumes	
M7 Resources Experience	
M8 Work Attire	
M9 Language	
M10 Financial Proposal	
Rated Criteria	
R1 Personnel Knowledge	
R2 Understanding of Requirement	
R3 Customer Satisfaction	

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. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.



- III. 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.
- IV. 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 Criterion	Met/Not Met
M1. Background Information	
The Bidder must provide background information on their company. The information provided must demonstrate how the Bidder is capable of fulfilling the services requirement and tasks listed in the statement of work at Appendix "B".	
M2. Bidder's Experience	
The Bidder must have five (5) years of experience within the last ten (10) years providing on-site technical telecommunication services. The Bidder must provide documentation detailing past or present clients which have had similar on-site requirements as listed in the statement of work at Appendix "B".	
M3. Equipment	
The Bidder must be able to provide the goods (material) for the required on-site technical services. The Bidder must provide a list of available goods, and anticipated goods, that will and may be required to complete the tasks identified in the statement of work at Appendix "B".	
M4. Bidder's References	
The Bidder must provide references from three (3) private and/or public organizations that have been provided similar services in the past three (3) years as identified in the statement of work at Appendix "B". For each reference provided, the Bidder must ensure the following information is	
identified:	
 Client (name of the organization); Contact name; Phone number; Email Address; and Brief history of services performed including: Date performed. 	
Note: The Senate of Canada cannot be used as a reference.	
M5. Proposed Resources The Bidder must propose the following type of resources:	
Primary Technician	
Secondary Technician	
Service Coordinator	
The Bidder must provide the following information for every resource proposed:	



- Name:
- Work Telephone Number; and
- Work Email address.

M6. Resumes

The Bidder must provide resumes for the primary and secondary technician outlining the following:

- Experience
- Training
- Qualifications

The information provided in the resume must be relevant to the requirement set forth in this request for proposal.

M7. Resources Experience

The primary and secondary technician must have a minimum of three (3) years of experience in the last five (5) year performing on-site technical telecommunication services. The Bidder must provide proof of this requirement by clearly identifying the years of experience through the resumes being submitted.

M8. Work Attire

The Bidder must provide a statement declaring that the technical staff to undertake the work will be appropriately dressed and that the name and/or logo of the company will be clearly identifiable on a piece of clothing.

M9. Language

The Bidder's technical staff must be fluently bilingual. The Bidder must provide proof that it offers services in both official languages (English & French).

M10. Financial Proposal

The Bidder must provide costs for all sections in the table at Appendix "C" – Basis of Payment.

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.
- III. 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.



The rated evaluation criteria are:

 (10 points, 5 each resource) 1 Point: Demonstrated knowledge of Centrex (secondary technician only) 3 Points: Demonstrated knowledge of Centrex (primary technician only) 5 Points: Demonstrated knowledge of Centrex (both technicians) (10 points) 2 Points: Information provided demonstrates a minimal understanding that is relevant to the stated criteria. 4 Points: Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all
 1 Point: Demonstrated knowledge of Centrex (secondary technician only) 3 Points: Demonstrated knowledge of Centrex (primary technician only) 5 Points: Demonstrated knowledge of Centrex (both technicians) (10 points) 2 Points: Information provided demonstrates a minimal understanding that is relevant to the stated criteria. 4 Points: Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full
 <u>2 Points:</u> Information provided demonstrates a minimal understanding that is relevant to the stated criteria. <u>4 Points:</u> Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full
 <u>2 Points:</u> Information provided demonstrates a minimal understanding that is relevant to the stated criteria. <u>4 Points:</u> Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full
range of understanding for all elements of the rated criteria. • 6 Points: Information provided demonstrates understanding for most but not all of the elements of the rated criteria. • 8 Points: Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. • 10 Points: Information provided clearly demonstrates a full understanding of all of the elements of the rated criteria.
(10 points, average points of both
resources will be calculated) 1 point: very poor or dissatisfied 2 points: needs improvement 3 points: satisfied 4 points: good 5 points: excellent or very good assessment



The submitted references will be contacted by email and/or phone to inquire about the past performance of the proposed resources. To determine the points to be awarded per resource, the average of the three (3) references, as per the rating scheme, will be calculated.	
Total of all the Point Rated technical criteria	30 points
Minimum pass mark (70%)	21 points

4. Bidders Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Pricing must be submitted in a separate file clearly labelled "Financial 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.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in the Basis of Payment at Appendix "B".
- III. For bid evaluation purposes, only the 'Service call on-site, minimum 1 hour' rate from the 'On-site service call' section of the Basis of Payment at Appendix "B" will be taken into consideration.

6. Basis of Selection

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

- I. 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 for the point rated technical criteria.
- II. 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.
- III. The lowest evaluated price (LP) of all responsive bids will be identified and a pricing score (PS), determined as follows, will be allocated to each responsive bid (i): **PSi = LP / Pi x 30.** Pi is the evaluated price (P) of each responsive bid (i).
- IV. A technical merit score (TMS), determined as follows, will be allocated to each responsive bid (i): TMSi = OSi x 70. OSi is the overall score (OS) obtained by each responsive bid (i) for all the point rated technical criteria, determined as follows: total number of points obtained / maximum number of points available.



- V. The combined rating (CR) of technical merit and price of each responsive bid (i) will be determined as follows: CRi = PSi + TMSi.
- VI. 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 that obtained the highest overall score for all the point rated technical criteria 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.

Bidder	Bidder 1	Bidder 2	Bidder 3
Overall Score for All the Point Rated Technical Criteria	OS1: 120/135	OS2: 98/135	OS3: 82/135
Bid Evaluated Price	P1: C\$60,000	P2: C\$55,000	LP and P3: C\$50,000
Calculations	Technical Merit Score (OSi x 70)	Pricing Score (LP/Pi x 30)	Combined Rating
Bidder 1	120/135 x 70 = 62.22	50/60 x 30 = 25.00	87.22
Bidder 2	98/135 x 70 = 50.81	50/55 x 30 = 27.27	78.08
Bidder 3	82/135 x 70 = 42.52	50/50 x 30 = 30.00	72.52



PART 5 - CERTIFICATIONS

Bidders must provide the 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.

Mandatory Certifications Required With Bid

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.

2. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.



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

This contract shall be governed by and construed in accordance with the laws in force in the province of 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. Security Requirement

By the date of contract award, the following conditions must be met:

- The Offeror, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all individuals requiring access to classified or protected information, assets or sensitive work site(s). The Offeror is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
- 2. Prior to contract award, the Offeror must obtain the security form by contacting the Senate Protective Service at 613-995-6357 or SenAccreditationIdentification@sen.parl.gc.ca, and submit the by form(s) to:

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

Email: SenAccreditationIdentification@sen.parl.gc.ca

3. In the case of a joint venture Offeror, each member of the joint venture must meet the security requirements listed above.



4. Assignment

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.

5. Time is of the Essence

- Time is of the essence in this 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.

6. Indemnity Against Claims

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.

7. Right to Inspection

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

8. 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 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 of Canada upon a thirty (30) days written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a sixty (60) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

9. 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.

10. 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.

11. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the Contractor or any of its employees, or agents 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.

12. Rules and Regulations

- 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 the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

13. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate of Canada 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.

14. 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.
- II. 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.
- III. 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.

15. No Implied Obligations

It is the intention of the parties that this agreement is for the provision or work, services or goods. The Contractor is engaged as an independent contractor providing work, services or goods in accordance with this contract, to the Senate of Canada. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

16. Performance

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.



17. Amendments to the Agreement

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

18. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contactor 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)

19. 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.

20. 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 of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for goods delivered or services performed. No other costs or fees shall be due or payable by the Senate of Canada.

21. Advertisement

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.

22. Entire Agreement

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.

23. Health and Safety

The Contractors, retained through the Finance Directorate, must meet the Senate occupational health and safety standards and will be advised of such 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. Copies of the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent free work environment are available upon request.

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24. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tilsley Contracting Officer Finance and Procurement Directorate The Senate of Canada 40 Elgin Street Ottawa, ON K1A 0A4

Telephone: 613-415-9129 Facsimile: 613-947-1943

E-mail: Daniel.Tilsley@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.

II. Project Authority

The Project Authority for the Contract is:

To be determined at contract award.

The Project Authority is the representative of the department 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.

III. Contractor's Representative (To complete with bid)

Primary Contact:	
Name: Title: Phone: Fax:	
Secondary Contact:	
Name: Title: Phone: Fax:	



25. 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:
 - a) the name, qualifications and experience of the proposed replacement; and
 - b) 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.

26. 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 General Terms and Conditions;
- b) Appendix "A", Terms of Work and Payment;
- c) Appendix "B", Statement of Work;
- d) Appendix "C", Basis of Payment;
- e) the Contractor's bid dated *To be determined at contract award*.



APPENDIX "A" - TERMS OF WORK AND PAYMENT

1. Date of Completion of Work

The Contractor shall, from October 1, 2014 to September 30, 2015, perform and complete with care, skill, diligence and efficiency the work that is described in this document and deliver all goods.

2. 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 two (2) additional one (1) year period 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 seven (7) 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.

3. Subcontracts

- 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.
- II. 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.
- III. 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.

4. Basis of Payment

As per the fees stated in the Basis of Payment at Appendix "C".

5. Invoicing

- I. The Contractor shall submit a single detailed invoice which includes: the date(s) worked and a brief summary of work performed.
- II. The Contractor's certified invoice shall be forwarded to:

The Senate of Canada
Finance and Procurement Directorate
Parliament Buildings



Ottawa, Ontario K1A 0A4 Canada

or by e-mail at: finpro@sen.parl.gc.ca

- III. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.
- IV. 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.

6. 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.
- Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

7. 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.

8. 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 thirty (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.



APPENDIX "B" - STATEMENT OF WORK

1. TITLE

Telecommunication Services

2. OBJECTIVE

To provide Telecommunications Services with goods and on-site technical services as required by the Senate of Canada over a one (1) year period with an option to renew for up to two (2) additional one year periods, individually. The above mentioned support will be required in all office space occupied by the Senate within the Parliamentary Precinct (Parliament Hill buildings, 140 and 150 Wellington Street, 56 and 165 Sparks Street, 40 Elgin Street and possibly other buildings within the immediate downtown area) and office space occupied at 45 Sacré Coeur in Gatineau, Quebec.

3. SCOPE

There are approximately 760 employees at the Senate totaling approximately 1200 lines.

4. TASKS

The Contractor, or its technician, will perform the following actions, as and when required:

Installation Services:

- Respond to e-mail within the appointment plan requested by ISD;
- Inform ISD of work to be performed if different from basic request or diagnostic, if the work
 can't be completed within the requested appointment plan or if cost for the work performed
 exceeds a regular trouble ticket;
- Install and program customer-provided equipment (CPE) once these (MACS) have been completed by cabling provider and common carrier. The equipment encountered under the provision of these services are: Meridian 9000 and Meridian 5000 series sets, teleconferencing units, installation and support of headsets and the assembly of specialized accessories and devices. All equipment must be approved by the Telecommunications section of the ISD.
- Test facsimile lines, verify dial tone, test sending and receiving options.
- Report facsimile problems to the ISD. If further action is required from an outside fax provider the onsite technicians will provide the following information to ISD, location, model, make, serial number and Senate bar code inventory tag.
- Provide research and innovative solutions to solve connectivity challenged situations (e.g. appropriate products; sources, special devices, etc.)
- Forward pertinent information to ISD to finalize the service request.

Repair Services and provisions of products

 Repair or replace (from the Senate inventory) new equipment or any (CPE) defective hardware within the Senate Parliamentary Precinct or the Senate office space located at 45 Sacré Coeur in Gatineau, Quebec.



- Repairs requiring intensive services or cleaning will be taken to the Contractor's shop. The
 technician will request authorization from ISD prior to any equipment or hardware being
 removed from the Senate of Canada premises for servicing. The Contractor will have to
 provide pertinent information on the equipment or hardware to be serviced (e.g. make, model,
 action performed, etc.)
- Troubleshoot facsimile lines to determine a network or hardware failure. Repair basic problems such as damaged connectors or patch cords.
- Report facsimile problems to Telecommunications Services. The information reported will include e-mail, location, model, make and serial number and Senate inventory tag number.
- Provide replacement parts for standard CPE. CPE includes splitters, extension cords, curly cords, anti-twisters, handsets, headsets, A/C power supplies, Y connectors, labels, buttons, cordless, teleconferencing units, etc. The Contractor is responsible to keep stock of CPE items in a quantity deemed reasonable to execute his responsibilities in relation to this agreement.

Other Services:

- In the case of special projects or special events the Contractor will be requested to provide a specific quotation due to the particularity of the service to be provided, or the quantity of MACS to be performed.
- The Contractor will provide, free of charge, demonstrations and associated training of new
 telecommunications products and accessories available on the market or of special devices
 for specific applications. The Contractor will provide for evaluation purpose products,
 accessories or special devices for a minimum of one week trial period, free of charge to the
 Senate of Canada.

5. CLIENT SUPPORT

- The Information Services Directorate (ISD) will request telecommunications services by way of electronic mail. The e-mail will comprise of the following information as a minimum:
 - o order number,
 - o name of internal client and location,
 - o basic overview of work to be undertaken or diagnostic,
 - o date of request and
 - o possible equipment requirement.
- ISD will provide, when applicable, basic plans or survey information on moves, adds, changes and services (MACS).

6. DELIVERABLES and ASSOCIATED SCHEDULE

- Provide ad hoc reports at no cost when requested by ISD in relation to work performed or purchases made under this agreement. (e.g. history of set repair, MACS, equipment, etc.).
- Schedules Appointment Plan
 - A) Moves, additions, changes and services (MACS) and disconnects for Single Line or Multi Business sets.



Quantities	Completion Days*				
1 to 5 lines	3				
6 to 14 lines	5				
15 to 20 lines	10				
21 lines and up	CODD**				

B) Software changes and swaps

Quantities	Completion Days*				
1 to 10 lines	1				
11 to 49 lines	3				
50 lines and up	CODD**				

^{*} Business days do not include weekends or statutory holidays.

NOTE: The date the order is received is considered as day zero (0) if received before noon. E.g. if a request to move 5 lines is received on a Monday the work will be undertaken and completed on the Thursday.

7. CONSTRAINTS

Installation Services:

 Installation services must be provided during regular working hours (Monday to Friday from 8:00 a.m. to 5:00 p.m)

Repair Services and provisions of products:

- Repair services must be provided during regular working hours (Monday to Friday from 8:00 a.m. to 5:00 p.m)
- Repair requests received after 1:00 p.m. are to be completed before noon the following day; those received on Friday after 1:00 p.m. are to be completed the following Monday before noon.
- Repairs will be completed within four (4) hours of reception of service request.
- Repairs extending beyond four (4) hours must be communicated through Telecommunications Services and coordinated with the onsite contact.
- Emergency repairs will be responded to (onsite) within two (2) hours from receipt of phone call or e-mail. Telecommunications Services will determine the urgency of the repair

Excluded from this agreement:

- Other stakeholders requests for telecommunications services in the Parliamentary Precinct without prior authorization in writing from the Senate ISD;
- Other equipment or hardware not owned by the Senate of Canada (e.g. House of Commons, Library of Parliament)

^{**} Coordinated Due Date Plan (CODD) is a quantity of related work to be completed at the same time and requiring a specific preview.



APPENDIX "C" - BASIS OF PAYMENT

Boxed EA					
Boxed with, Line cord , AC adaptor & buttons	SERVICE BUNDLE		Year 1	Option 1	Option 2
Boxed with, Line cord , AC adaptor & buttons, Manual		+			
PARTS FOR MERIDIAN SERIES Handset Black EA Handset Cords Black 4C 16ft mod. to mod. EA Line Cord (6 conductors) 7ft EA Line Cord (6 conductors) 15ft EA Line Cord (4 conductors) 7ft EA Line Cord (4 conductors) 15ft EA Line Cord (4 conductors) 25ft EA Line Cord (4 conductors) 25ft EA AC adaptor for 9000 REFURBISH. EA AC adaptor for 9000 BEA EA AC adaptor for 5000 Duplex EA Button/label kit for 9000 EA Button/label kit for 5000 EA Button/label kit for 5000 EA Button each for 5000-8000 EA MANUALS: REVERSIBLE ENGLISH, FRENCH M5316 Manual EA M9216 Manual EA M9217 CW Manual EA Meridian M8004 EA Meridian M8009 EA Meridian M9316CW EA Meridian M9316 EA Meridian M8009 EA Meridian M8009 EA	Boxed with, Line cord , AC adaptor & buttons	EA			
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	Meridian M5316	EA			



MISCELLANEOUS EQUIPMENT		Year 1	Option 1	Option 2
Teleconferencing unit (specify)	EA			
TTY sets	EA			
Amplifiers compatible to Meridian sets (specify)	EA			
Splitters	EA			
Y-Connectors	EA			
Anti-twisters/entanglers	EA			
Headsets cordless (specify)	EA			
Door Entry Phones (specify)	EA			
No dial Phones (specify)	EA			
Loud ringers and strobes (specify)	EA			
<u>TELEPHONE MAINTENANCE</u> : Includes assembly of accesso 10 phones per batch	ries and c	devices. N	Minimum	
Repair of Meridian M9216	EA			
Repair of Meridian M9316	EA			
Repair of Meridian M5316	EA			
Repair of Meridian M5208	EA			
Repair of Meridian M9009	EA			
Repair of Meridian M8009	EA			
Repair of Meridian M536	EA			
Repair of Meridian M518	EA			
Repair of Meridian M522	EA			
Cleaning, Verifying & Plastic zip lock Bag	EA			
Disinfect and remove all stickers. Does not include AC adaptor, line cord, handset and button replacement	EA			
ON SITE CLEANING				
On Site Cleaning	30 Min			
ON SITE SERVICE CALL				
Service call on site, minimum 1 hour	per/hr			
Half day rate, minimum 4 consecutive hours	per/hr			
Daily rate, minimum 8 consecutive hours	per/hr			
Special projects 8 hours minimum	per/hr			
Overtime Rate:				
- Weekday after 5:00	per/hr			
- Weekend	per/hr			
- Holiday	per/hr			
<u>OTHER</u>				
Shipping & Handling	Per			
Maximum 3 boxes per dolly	dolly			
Travel Charges (if applicable)	Fee/km			
Messenger Delivery charge. Any special out of the ordinary				
delivery cost <u>must</u> be formally pre-approved by the Senate of Canada Telecommunications Services.	Fee			
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