



REQUEST FOR PROPOSALS (RFP)

Temporary Help Services , Building Services Directorate

Subject:

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

Issue Date:

September 10th 2015

Closing Date and Time:

October 1st 2015, 2:00 PM EDT

RFP No:

SEN 012 15-16

SENATE INFORMATION

Delivery address by mail:

Only electronic submissions will be accepted.

Delivery address by email:

- micah.ruest@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

Contact:

Micah Ruest
Contract Officer
Finance and Procurement

Telephone no:

613-947-1932

E-mail:

micah.ruest@sen.parl.gc.ca

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:

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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 and the Basis of Payment

2. Summary

Single Contract

The Senate of Canada (Senate) is seeking to establish a contract for the supply of temporary help services to the Building Services Directorate on an as-and-when-needed basis for a period of 3 years from the date of contract award, with the option to renew the contract for 2 additional 1-year periods.

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.

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 Bidder 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 email.
- 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: micah.ruest@sen.parl.gc.ca by the Contract Authority noted below, no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 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 email, 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

Not applicable to this requirement.

9. Price Justification

- I. 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 the like quality and quantity of the goods, services or both sold to other customers; or
 - c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, 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 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.

11. 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.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separate documents as follows:

Section I: Technical Bid (1 soft copy)

Section II: Financial Bid (1 soft copy)

Section III: Certifications (1 soft copy)

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

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, as per the elements described in Annex B, Basis of Payment, in Canadian funds. 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.

Description	Page no.
<u>Mandatory Requirements:</u>	
Bidder's Index	
M1	
M2	
M3	
<u>Rated Requirements:</u>	
R1	
R2	
R3	
R4	
R5	

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 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 Criteria	Met / Not Met
<p>M1.</p> <p>Bidders must demonstrate that they have, at a minimum, five (5) years of experience within the last ten (10) years, providing staffing and/or temporary help services for public sector clients (Federal or Provincial levels), Crown Corporation, or Private Sector companies within the National Capital Region.</p> <p>This experience must include providing services for General Labour, Maintenance, or Operational Service categories.</p> <p>To demonstrate experience, the Bidder must, at a minimum, provide the following information:</p> <ul style="list-style-type: none"> a) The date of registration or incorporation; b) A description of the different streams of temporary help services offered; c) A list of companies or clients within each sector for which services have been provided. 	
<p>M2.</p> <p>Bidders must demonstrate that they have the capacity to receive communications and requests, via email, fax or telephone, during the business hours of 9am to 5pm, Monday through Friday.</p> <p>To demonstrate capacity, the Bidder must, at a minimum provide the following information:</p> <ul style="list-style-type: none"> a) Normal hours of operation b) Methods of communication c) Identification and availability of a primary and secondary contact 	
<p>M3.</p> <p>Bidders must demonstrate that they provide Workplace Hazardous Management Information Sheets (WHMIS) training to its employees where necessary.</p> <p>To demonstrate this, the Bidder must at a minimum provide the following information:</p> <ul style="list-style-type: none"> a) Brief description of the Health and Safety training available to employees. b) A copy of the WHMIS test provided to employees. 	

3. Point-Rated Technical Criteria

- I. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a 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.

The rated evaluation criteria are:

Rated Criteria	Maximum Points	Proposal Page Reference
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<p>R1</p> <p>The Bidder should demonstrate that, as of the date of bid closing, it holds two (2) or more contracts to provide one or both of the following categories of resources or similar on a temporary basis:</p> <ul style="list-style-type: none"> • Maintenance Person • Driver <p>The bidder must provide the following details for each contract:</p> <ul style="list-style-type: none"> -Client Organization -Contract Reference Number -Start Date of Contract -Number of Resources placed on the Contract -Categories or Streams covered by the Contract <p>Scoring:</p> <p>Demonstration of 2 contracts: 10 points</p> <p>Demonstration of 3 contracts: 15 points</p> <p>Demonstration of 4 contracts: 20 points</p>	20	
<p>R2</p> <p>The Bidder should demonstrate how it will ensure it can meet any Senate call-up.</p> <p>The Bidder's response to this criterion should include a strategy to provide resources for any call-up against the resulting contract. The strategy should include, but not be limited to:</p> <ol style="list-style-type: none"> 1. A quality assurance process to ensure compliant, quality and security-cleared resources are available when requested; 2. Information on how the Bidder will ensure that a sufficient number of resources will be available to meet Senate requirements in a timely manner. <p>Scoring:</p> <p>5 points: The Bidder's response to this criterion is weak and does not adequately explain a strategy to provide resources for call-ups against the resulting contract.</p> <p>10 points: The Bidder's strategy to provide resources is only partially satisfactory, as it lacks in-depth information and certainty that the call-ups will be met. Items 1-2 above were minimally or partially addressed.</p> <p>20 points: The Bidder's strategy to provide resources is satisfactory, as it provides sufficient information demonstrating the ability to meet the call-ups. Items 1 through 2 above were mostly addressed.</p>	30	

<p>30 points: The Bidder's strategy to provide resources is complete and thorough, as it provides in-depth information and logistics, which clearly demonstrate the Bidder will be able to meet the requirements and provide resources against any call-up. Items 1 through 2 identified in the above evaluation criteria were fully addressed.</p>		
<p>R3</p> <p>The Bidder should demonstrate how it will ensure the resources are maintained on an on-going basis over the course of the contract, and elaborate on its retention strategy. The strategy should include, but not be limited to:</p> <ol style="list-style-type: none"> 1. Back-up plans to ensure timely replacements in the case of absenteeism. <p>Scoring: 1 point: The Bidder's response to this criterion is weak and does not adequately explain a retention strategy.</p> <p>3 points: The Bidder's strategy to provide resources is only partially satisfactory, as it lacks in-depth information and certainty that the resources will be maintained and retained.</p> <p>6 points: The Bidder's strategy to provide resources is satisfactory, as it provides sufficient information demonstrating the ability to maintain and retain resources throughout the contract.</p> <p>10 points: The Bidder's strategy to provide resources is complete and thorough, as it provides in-depth information and logistics, which clearly demonstrate the Bidder will be able to maintain and retain resources throughout the contract.</p>	10	
<p>R4</p> <p>The Bidder should demonstrate that it has experience providing staffing and/or temporary help services for public sector clients (Federal or Provincial levels) within the National Capital Region.</p> <p>This experience must include providing services for General Labour, Maintenance, or Operational Service categories.</p> <p>To demonstrate experience, the Bidder must, at a minimum, provide the following information for each demonstrated client:</p> <ol style="list-style-type: none"> a) Client Name b) Start and End Date (or ongoing) for the provision of services to the Client c) Valid Client Reference Details (including contact name, title, phone number, and e-mail address) d) Categories of professional services provided to the Client <p>Scoring: 1 Client demonstrated: 2 points 3 Clients demonstrated: 6 points</p>	10	

5 Clients demonstrated: 10 points		
<p>R5</p> <p>The Bidder should demonstrate the environmental initiatives it has implemented as part of everyday business operations.</p> <p>Scoring:</p> <p>0 Points: No description provided OR the description provided does not demonstrate that the Bidder has implemented a corporate environmental initiative.</p> <p>1 Point: The description does not clearly demonstrate that the Bidder has implemented a corporate environmental initiative. Clarification required.</p> <p>2 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to ONE of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling or other similar initiatives.</p> <p>3 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. The description provides details regarding the initiative such as, but not limited to participation to TWO of the following: use of energy-efficient lighting, participation in a recycling program, promotion of car-pooling or other similar initiatives.</p> <p>5 Points: The description clearly demonstrates that the Bidder has implemented a corporate environmental initiative. AND the description demonstrates that the Bidder holds a third-party certification such as ISO 14001, Eco Logo, Energy Start, Green Seal, Energuide, or other verifiable certification. To obtain maximum points, a copy of the certification must accompany the bid.</p>	5	
Maximum Rated Points	75	

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.**
- III. In its Cost Proposal, the Bidder must complete the fields and pricing as per Annex B, Basis of Payment.

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.

6. Basis of Selection

Highest Combined Rating of Technical Merit (60) % and Price (40) %

To be declared responsive, a bid must:

- (a) Comply with all the requirements of the bid solicitation; and
- (b) Meet all the mandatory criteria;

Bids not meeting (a) and/or (b) 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 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): **$PS_i = LP / P_i \times 40$** . 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): **$TMS_i = OS_i \times 60$** . 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

The responsive bid with the highest combined rating (CR) of technical merit and price will be recommended for award of a contract.

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.

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.

1.2 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

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.

4. Period of the Contract

I. The period for providing services through call-ups against the contract is of 3 years from Contract Award, plus two 1-year irrevocable options allowing the Senate to extend the term of the contract.

5. Delivery Date

I. All deliverables must be received as per Annex A, Statement of Work.

6. Security Accreditation Check

- I. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all outside service providers who will carry on business in the Senate. The contractor is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
- II. Prior to contract award, the Contractor must obtain the security form by contacting the Identification and Security Clerk at 613-995-3838 or SenAccreditationIdentification@sen.parl.gc.ca, and submit the by form(s) to:

The Senate of Canada
Corporate Security Directorate
56 Sparks Street, Room 215
Ottawa, Ontario K1A 0A4
Fax number: 613-943-0032
Email: SenAccreditationIdentification@sen.parl.gc.ca

7. Contracting Authority

The Contracting Authority for the Contract is:

Name: Micah Ruest
 Title: Contract Officer
 Directorate: Finance and Procurement
 Address: 40 Elgin Street Room 1134

Telephone: 613-947-1932
 Facsimile: 613-947-1943
 E-mail address: micah.ruest@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.

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. 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.

10. 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.

11. Right to Inspection

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.
- 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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)

23. 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.

24. 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.

25. 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. A copy of the *Senate Policy on Occupational Health and Safety*, which is also applicable to the Contractor, is available upon request.

26. Basis of Payment

- I. The Contractor will be paid in accordance with the prices listed in Annex B, Basis of Payment. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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

27. 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.

28. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes, with the exception of QST (as applicable)
- 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.

29. Invoicing Instructions

- I. An itemized invoice certified by the Contractor shall be forwarded on a monthly basis :

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

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

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

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

- III. Progress payments are interim payments only. The Senate of Canada may conduct an audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to the Senate of Canada.

30. Interest on Overdue Accounts

For the purpose of this section:

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

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 wordings 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, Basis of Payment;
- (d) the Contractor's bid dated ____.

ANNEX A

STATEMENT OF WORK

1. Objective

The Building Services Directorate of the Senate of Canada requires the services of a Contractor to provide temporary help services for the following categories:

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

2. Background

2.1 Maintenance Services

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

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

2.2 Transportation Services

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

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

3. Work Descriptions

3.1 Maintenance Person:

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

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

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

Services are provided in the three (3) buildings occupied by the Senate. Services may involve the handling and use of chemical and hazardous products. The Maintenance Person must apply and respect appropriate norms and standards related to the use of maintenance and cleaning products.

3.2 Senate Driver:

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

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

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

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

3.2.1 License Requirements

The Senate Driver must be the holder of a driving permit with valid classes D and F (Ontario), and/or a driving permit with valid Class 3 (Quebec).

4. Official Languages

At a minimum, the temporary help employee must speak one (1) of Canada's official languages. The Senate Driver position may require a fluently bilingual employee to perform the role.

5. Reporting for Work

5.1 Maintenance Person

The temporary help employee must report to the Senate of Canada main entrance at the Centre Block. The temporary help employee will be escorted to the appropriate internal location.

5.2 Senate Driver

The temporary help employee must report to the Senate of Canada East Block entrance. The temporary help employee will be escorted to the appropriate internal location.

6. Testing and Training

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

7. Security Clearance and Available Resources

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

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

8. Resource Call-Up

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

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

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

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

9. Benefits

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

ANNEX B

BASIS OF PAYMENT

The Bidder must submit firm, all-inclusive hourly rates for the performance of work, as described in Annex A - Statement of Work. Prices submitted must be inclusive of all activities, personnel and equipment to perform the work, applicable taxes excluded.

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

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

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

Category	Firm Hourly Rate	Quantity for Evaluation (in hours)	Extended Price
Senate Driver	\$	100	(A)

Category	Firm Hourly Rate	Quantity for Evaluation (in hours)	Extended Price
Maintenance Person	\$	300	(B)

Total Evaluated Price

(A)	+	(B)	=	\$
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