



# REQUEST FOR STANDING OFFER (RFSO)

## Printer Maintenance Services

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**Subject:**

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

**Issue Date:**

May 4<sup>th</sup> 2016

**Closing Date and Time:**

May 25<sup>th</sup> 2016 at 2:00PM Eastern Time

**RFSO No:**

SEN 005 16-17

**SENATE INFORMATION**

**Delivery address by mail:**

Only electronic submissions will be accepted.

**Delivery address by email:**

- [micah.ruest@sen.parl.gc.ca](mailto:micah.ruest@sen.parl.gc.ca)

**PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER INDICATED ABOVE.**

**Contact:**

Micah Ruest  
Contract Officer  
Finance and Procurement

**Telephone no:**

613-947-1932

**E-mail:**

micah.ruest@sen.parl.gc.ca

**OFFEROR SIGNATURE BLOCK**

The Offeror 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 Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer 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 Offerors 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:			

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The offer solicitation is divided into five parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions, clauses and conditions applicable to the offer solicitation;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the offer, and the basis of selection;
- Part 5 5A Standing Offer and 5B Resulting Contract Clauses.

The Annexes includes the Statement of Work and the Item Pricing List

### **2. Summary**

#### **One Standing Offer**

The Senate of Canada (Senate) is seeking to establish a single Standing Offers for Printer Maintenance Services, as defined in Annex A, Statement of Work.

### **3. Debriefings**

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

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## PART 2 - OFFEROR INSTRUCTIONS

### 1. Prelude

- I. The Senate of Canada invites the submission of offers 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 Standing Offers (RFSO).
- II. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.

### 2. Signature Requirement

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

### 3. Irrevocable Offers

- I. Offers will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the RFSO, unless specified otherwise in the offer solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the offer validity period from all responsive Offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension is accepted by all responsive Offerors, the Senate of Canada will continue with the evaluation of the offer. If the extension is not accepted by all responsive Offeror, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation.

### 4. Cost Related to the Preparation of Offer

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

### 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 offer together on a requirement. Offerors who submit 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 offer, the Offeror must provide the information on request from the Standing Offer Authority.
- III. The offer 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 Standing Offer 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 offer 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 RFSO 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 Offeror's proposal. Answers to all questions shall be returned via e-mail simultaneously to all invited Offerors.
- II. It is the responsibility of the Offeror to ensure that offers are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of offers to obtain clarifications.
- III. All enquiries regarding this RFSO must be received by e-mail at: [micah.ruest@sen.parl.gc.ca](mailto:micah.ruest@sen.parl.gc.ca) by the Standing Offer Authority noted below, no later than 5 calendar days before the RFSO closing date. Enquiries received after that time may not be answered.
- IV. To ensure the equality of information among Offerors, answers to enquiries which are relevant to the quality of offers will be forwarded to all invited Offerors simultaneously without revealing the sources of the inquiry.

## **7. Provision of False or Incorrect Information**

- I. The Senate of Canada will reject any offers found to contain false, incorrect or misleading information. It is the responsibility of the Offeror 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 Submissions**

Not applicable to this requirement.

## **9. Price Justification**

- I. In the event that the Offeror's proposal is the sole responsive offer received, the Offeror must provide, on the Senate of Canada's request, one or more of the following price justifications:
  - 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, Offerors are advised that the Senate of Canada may reject an offer in the following circumstances:
  - a. if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
  - b. if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to

other offerors and that would, in the Senate's opinion, give or appear to give the Offeror an unfair advantage.

- II. The experience acquired by an Offeror who is providing or has provided the goods and services described in the offer 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 Offeror remains however subject to the criteria established above.
- III. Where the Senate intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before offer closing. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror 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. Offerors 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 Offeror 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 Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- II. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offerors.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

### 1. Offer Preparation Instructions

Canada requests that the Offeror provide their proposals for each Stream in separate documents as follows:

Section I: Technical Offer (1 soft copy)

Section II: Financial Offer (1 soft copy)

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

#### Section I: Technical Offer

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

#### Section II: Financial Offer

- I. Offerors must submit their financial offer in Canadian funds. The total amount of Applicable Taxes must be shown separately.
- II. The Annex B – Item Pricing List will form the Annex B, Basis of Payment for the resulting Standing Offer.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 1. Evaluation Procedures

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

Description	Page no.
<b><u>Stream:</u></b>	
<b><u>Mandatory Requirements:</u></b>	
M1	
M2	
M3	
M4	
M5	
M6	

### 2. Mandatory Criteria

- I. Offerors must ensure full compliance with the mandatory requirements to be considered responsive.
- II. Where indicated, Offerors 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 Offerors' Technical Offer 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 offer being found non-compliant.**
- V. For offers presented as joint ventures, Offerors must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for EACH of the parties of the joint venture, not cumulatively.
- VI. Offerors MUST meet all the mandatory requirements of the RFSO. No further consideration will be given to offerors not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Met / Not Met
<p><b>M1.</b></p> <p>The Bidder must provide 3 valid client references for which they have provided services similar to those described in Annex A – Statement of Work within the last 5 years.</p> <p>Each client reference must include at a minimum:</p> <ul style="list-style-type: none"> <li>• Client Organization:</li> <li>• Client Contact Name:</li> <li>• Contact Phone Number:</li> <li>• Contact Email:</li> </ul>	
<p><b>M2.</b></p> <p>The Bidder must demonstrate that they possess and/or have ready access to any supplies and/or consumables that may be required as described in Annex A – Statement of Work, Section 4.</p>	
<p><b>M3.</b></p> <p>The Bidder must provide a telephone support number for placing service calls, which must be available Monday through Friday, 9:00am to 5:00pm, excluding statutory holidays.</p>	
<p><b>M4.</b></p> <p>The Bidder must demonstrate and explain how they will be able to meet the 4-hour response time to service calls described in Annex A - Statement of Work, Section 3.3</p>	
<p><b>M5.</b></p> <p>The Bidder must demonstrate and describe their proposed software solution used to automatically track usage for each printer, identified in Section 3.1 of Annex A - Statement of Work</p>	
<p><b>M6.</b></p> <p>The Contractor must describe their program for the collection, recycling, and disposal of used toner cartridges.</p>	

### 3. Offeror's Cost Offer

- I. Pricing must include all requirements as set forth in the RFSO.
- II. **Pricing must be submitted in a separate document clearly labelled "Cost Offer" along with the Offeror's company name. No financial information may appear in the technical offer.**
- III. In its Cost Offer, the Offeror must provide its all-inclusive rates for the provision of the requested services as described in Annex A, Statement of Work.

#### **4. Financial Evaluation**

- I. The price of the offer will be evaluated in Canadian dollars, GST or HST excluded, FOB destination, Canadian customs duties and excise taxes included.
- II. For offer evaluation and offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the Pricing Schedule detailed in Annex B – Item Pricing List.

#### **5. Basis of Selection**

##### **Lowest Evaluated Price**

An offer must comply with the requirements of the bid solicitation and meet all mandatory evaluation criteria to be declared responsive.

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## PART 5 – STANDING OFFER AND RESULTING CONTRACT CLAUSES

### A. STANDING OFFER

#### 1. Appropriate Law

The Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

#### 2. Offer

- I. The Offeror offers to provide and deliver to the Senate of Canada the services described in the Standing Offer, in accordance with the pricing set out in the Standing Offer if and when the Senate may request such services, in accordance with the conditions listed at subsection 2 below.
- II. The Offeror understands and agrees that:
  - a) a purchase order against the Standing Offer will form a contract only for those services which have been called-up, provided that such purchase order is made in accordance with the provisions of the Standing Offer;
  - b) the Senate's liability is limited to that which arises from purchase orders against the Standing Offer made within the period specified in the Standing Offer;
  - c) the Standing Offer cannot be assigned or transferred in whole or in part;
  - d) the Standing Offer may be set aside by the Senate at any time.

#### 3. Security Requirement

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

1. The Offeror, in accordance with the Senate's security requirements, will be responsible for obtaining a Senate security clearance which must be conducted on all individuals requiring access to classified or protected information 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 Identification and Security Clerk at 613-995-3838 or [SenAccreditationIdentification@sen.parl.gc.ca](mailto: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](mailto: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. Period of the Standing Offer

The period for making purchase orders and providing services against the Standing Offer (SO) is from date of issuance to three (3) years thereafter, inclusive.

#### 5. Option to Extend the Standing Offer

- I. The Offeror grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, 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 Offeror at least two (2) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

#### 6. Authorities

##### 6.1 Standing Offer Authority

The Standing Offer Authority is:

Micah Ruest  
The Senate of Canada  
Contracting Officer  
Finance and Procurement Directorate

Chambers Building, 40 Elgin Street  
Ottawa ON, K1A 0A4

Email: micah.ruest@sen.parl.gc.ca  
Telephone: (613)-947-1932  
Facsimile: (613)-947-1943

##### 6.2 Project Authority

*(To be identified upon standing offer issuance)*

##### 6.3 Offeror's Representative

*(To be identified upon standing offer issuance)*

#### 7. Call-up Instrument

The Work will be authorized using a Purchase Order.

## 8. Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer. The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all purchase orders which are made before the expiry of that period.

## 9. Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer will be set aside by the Senate of Canada.

## 10. Confidentiality

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 Offeror or any of its employees, staff or sub-contractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the services.

## 11. Miscellaneous Restrictions

- I. Under no circumstances shall the Offeror use any stationery with a 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 Offeror is engaged as an independent contractor providing services to the Senate and that the Offeror'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 Offeror 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.

## 12. Subcontracts

- I. The Offeror must obtain the Standing Offer 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 Offeror must, unless the Standing Offer Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to the Senate of Canada than the conditions of the Standing Offer.

- III. Even if the Senate of Canada consents to a subcontract, the Offeror is responsible for performing the Standing Offer and the Senate of Canada is not responsible to any subcontractor. The Offeror 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.

### **13. 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 call-up against a standing offer (purchase order), and any annexes;
- b) the articles of the Standing Offer;
- c) the articles of the Contract;
- d) Annex A, Statement of Requirement;
- e) Annex B, Basis of Payment; and
- f) the Offeror's proposal dated *(To be identified upon standing offer issuance)*.

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## B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the offer 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. Period of the Contract

The work is to be performed as per the purchase orders issued against the Standing Offer.

### 3. 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.

### 4. Assignment

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

### 5. Time is of the Essence

- I. 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 or services 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 or services 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 or services 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 for a period of no less than 24 months from the completion of services.

#### **10. Records to be Kept by the Contractor**

- I. The Contractor shall keep proper accounts and records of the costs of work and services, 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.

#### **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.

#### **13. Miscellaneous Restrictions**

Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement. The Contractor, its directors, officers, employees and agents shall not represent themselves as an agent of the Senate of Canada.

#### **14. No Implied Obligations**

It is the intention of the parties that this agreement is for the provision of work or service. The Contractor is engaged as an independent contractor providing work or services 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.

#### **15. 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.

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**16. 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.

**17. 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)

**18. 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.

**19. 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 services performed. No other costs or fees shall be due or payable by the Senate of Canada.

**20. 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.

**21. Basis of Payment**

The Contractor will be paid in accordance with the Basis of Payment in Annex B.

**22. Method of Payment**

- I. The Senate will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
  - a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided below;
  - b. all such documents have been verified by the Senate;
  - c. the Work delivered has been accepted by Senate.

II. The itemized invoice certified by the Contractor shall be forwarded to:

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

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

III. Payment by the Senate of Canada to the Contractor for work or services, 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 claim for payment, or within thirty (30) days following the date on which the work is completed, whichever date is the later;
- If the Senate of Canada has any objections to the form of the claim for payment or its contents, written notification of the nature of such objections shall be forwarded to the Contractor within fifteen (15) days of its receipt.

IV. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca).

### 23. Interest on Overdue Accounts

- I. In this section, an amount is “due and payable” when it is due and payable by the Senate of Canada to the Contractor according to the terms and conditions of the contract.
- II. For the purpose of this section, an amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. In this section, “date of payment” means the day prior to the date of the negotiable instrument drawn by the Receiver General for Canada and given in payment of an amount payable.
- IV. In this section, “Bank Rate” means the discount rate of interest set by the Bank of Canada.
- V. The Bank rate shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- VI. The Senate of Canada 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, inclusive. However, interest shall 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 of Canada is responsible for the delay in paying the Contractor. In the event that the Senate of Canada is not responsible for the delay in paying the Contractor, no interest shall be paid.

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- VII. The Senate of Canada shall not be liable to pay the Contractor any interest on unpaid interest.

**24. Advertisement**

The Contractor shall not, without prior written consent from the Senate, advertise or publicize any work performed for 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.

**25. 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.

**26. 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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## ANNEX A

### STATEMENT OF WORK

#### 1. Objective

The Senate of Canada is seeking offers for the provision of a multi-year contract for a per-copy maintenance services agreement on equipment owned and operated by the Senate.

#### 2. Scope/Background

The photocopiers and printers covered by this agreement currently print 1.8 million copies per year on average. They are located in 7 locations across Senate buildings and the Parliamentary Precinct (See Section 7 below). There are over 60 devices currently in use, although this number may vary in upcoming years.

#### 3. Tasks and Responsibilities for Maintenance Services

##### 3.1 Hardware/Software Maintenance

- The Contractor shall perform on-site preventive and remedial maintenance services for the Systems and Equipment, as amended from time to time, at the locations specified.
- The Contractor shall maintain all Systems and Equipment listed in good working order. The Contractor shall make any adjustment, revision, repair or replacement of any malfunctioning parts or software codes to maintain the Systems and Equipment in good working order and up-to-date revisions to the Original Equipment Manufacturer (OEM) mandatory specifications.
- The Contractor shall provide the diagnostic software for the testing, troubleshooting, repair and maintenance of the Systems and Equipment listed. The Contractor must maintain a virus protection procedure to ensure the remedial maintenance procedures do not introduce viruses. Any copyright considerations pertaining to proprietary software, diagnostic programs and supporting documentation are the responsibility of the Contractor.
- The Contractor shall provide a software solution to track usage and page counts for each System covered by the resulting agreement. This solution must not access other Systems or infrastructure connected to the Senate network, and must be approved by the Senate Information Systems Directorate prior to implementation.
- The Contractor shall have in place a program for the collection of used toner cartridges and used toner (collected in the copier) and shall collect both for recycling or disposal on a regular basis.
- The Contractor shall use its internal management system to perform the following functions:
  - Problem Management  

The Contractor's internal management system shall record full details of all requested services. These details shall include, but not limited to: Problem number, contact information, description of the reported problem, call status updates, reported date and time, problem resolution details, and call closure date and time.
  - Problem Analysis

The Contractor's internal management system shall analyze problem reports to detect pertinent information such as chronic failures by specific components, software, type of equipment, location, etc.

- Reports

The Contractor's internal management system shall produce customized reports as per the Senate's specifications as detailed in Article 6.0.

- The Contractor shall provide a telephone support number for placing service calls, which will be available during the Principal Period of Maintenance (PPM). The services provided at the support number must be provided in both English and French.
- The Contractor should also provide a solution for receiving service calls (such as an e-mail address or a website application) outside of the PPM, which would be addressed the following business day.

### **3.2 Preventive Maintenance**

- The Contractor shall provide the Senate Project Authority with a recommended Preventive Maintenance Schedule for the Systems and Equipment. The schedule shall define the frequency and duration of the preventative maintenance required.
- Unless otherwise requested by the Senate, the Contractor shall provide on-site preventive maintenance services during the PPM, including spare parts, and labor on all the Systems and Equipment.
- The required maintenance services, response times, and equipment locations are detailed in Annex B – Item Pricing List.
- The Contractor must make any adjustment, revision, software restoration, repair or replacement of all malfunctioning parts to maintain the systems and equipment in good working order and perform up-to-date revisions according to the Original Equipment Manufacturer (OEM) mandatory specifications.
- Prior to the installation or change of any hardware, firmware, or software by the Contractor, the intended change, and the timing, shall be mutually agreed to by the Contractor and the Senate Project Authority.

### **3.3 Remedial Maintenance**

- Remedial maintenance services involve the diagnosis and correction of product malfunctions and failures.
- The Contractor shall perform remedial maintenance on-site during the PPM as and when requested by the Senate Project Authority via service call.
- The Contractor shall respond to service calls and visit on-site within 4 hours of the service call to attempt to resolve any issues, or at 9:00am the following business day if the call is placed later than 1:00pm.
- A Purchase Order will be generated for service calls against the Standing Offer.

## **4. Materials and Supplies**

- The Contractor shall be responsible for supplying all imaging consumables (with the exception of copy paper and staples), including:
  - OEM Brand Dry Toner
  - Toner Engines
  - Developer Mix Engines
  - Fuser Oil
  - Oiler Belt
  - Oiler Belt Pad
  - Fine Filter
  - Splicing Tape
  - All other related consumables
- Replacement parts valued at less than \$100.00 must be approved by the Contracting Authority or its delegated authority, and will be reimbursed at cost through the resulting contract. An original receipt must be provided by the Contractor.
- If a part worth more than \$100.00 needs to be replaced, and the Contractor receives approval from the Project Authority, that part must be ordered through a separate purchase order and will not be covered by this agreement.
- All replacement parts supplied by the Contractor must be new and unused, off-the-shelf (meaning they are composed of standard equipment requiring no further research or development), of current manufacture (meaning item is still in production by the manufacturer), conform to the current issue of the applicable specification and/or part number of the manufacturer, and be covered by a Warranty of at least one (1) year in duration.
- The Contractor is responsible for the collection, recycling, and disposal of used toner cartridges.

## 5. Service Requirements

- The Principal Period of Maintenance (PPM) is defined at 9:00am through 5:00pm Eastern Standard Time, Monday through Friday, excluding statutory holidays.
- The Contractor shall maintain the Systems and Equipment such that each item of Equipment attains the minimum availability level of 95%.

## 6. Deliverables

The Contractor must provide a monthly summary report to the Project Authority by e-mail on the first Monday of every month, detailing the following metrics for the previous month:

- Number of service calls per machine
  - Summary of service call resolution, including:
    - Name of person placing service call
    - Date and time of service call received
    - Date and time Service Technician arrived on-site
    - Date and time repairs completed
    - Description of the problem's symptoms
    - Description of the problem, probably cause and action taken or service performed
    - Part and Serial numbers of all components removed
    - Part and Serial numbers of all replacement components
    - Service Technician's name
  - Notice of any required additional part (value of \$100 or more) that was approved to be purchased by the Project Authority.
- Usage report per machine.

## **7. Location of Work**

All preventive and remedial maintenance will be performed on-site at one of the following locations:

- Chambers Building, 40 Elgin Street, Ottawa
- Centre Block, 111 Wellington Street, Ottawa
- East Block, 111 Wellington Street, Ottawa
- Victoria Building, 140 Wellington Street, Ottawa
- 45 boulevard Sacré-Coeur, Gatineau
- 56 Sparks Street, Ottawa
- 150 Wellington Street, Ottawa

## ANNEX B ITEM PRICING LIST

A straight cost-per-copy fee for all segments, black & white clicks, must be proposed. A separate cost-per-copy fee may be proposed for Color Clicks.

The amount of Estimated Monthly Copies per model is for evaluation purposes only, and does not necessarily guarantee the actual monthly usage per brand and model. Elevated copy counts may indicate multiple printers of the same model in different locations.

Brand	Model	(Optional) Cost per colour copy	C) Cost per copy	D) Estimated monthly copies per model	E) Estimated monthly Price(CxD)
Kyocera	KM3050			4202	
Kyocera	TA-5500i			16755	
Kyocera	TA-420i			3465	
Kyocera	TA820			1178	
Kyocera	KM8030			2296	
Kyocera	KM5050			1771	
Kyocera	TA820			13094	
Kyocera	KM4050			1416	
Kyocera	KM8060			1005	
Kyocera	TASKalfa 255			1000	
Lexmark	XS658de			36321	
Lexmark	XS796dte			1500	
Panasonic	DP3010			4946	
Panasonic	DP3030			2870	
Panasonic	DP1810			131	
Panasonic	DP6020			3883	
Panasonic	DP6030			2146	
Panasonic	DP8060			699	
Panasonic	TASKALFI305			1047	
Panasonic	KM3050			1881	
Toshiba	CZB			12725	
Toshiba	CGB			6520	
Samsung	SCX 6345N			803	
HP	LaserJet Pro M451NW			1000	
HP	LaserJet Pro MFP M477FDW			1500	
HP	LaserJet Pro 400 M401DN			500	
Xerox	WorkCentre 3225/DNI			500	
<b>Total Estimated Monthly Price</b>					