



REQUEST FOR PREQUALIFICATION (RFPQ)

Subject:

ARTWORK CONSERVATION

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

| | | |
|--------------------|-------------------------------|-----------------|
| Issue Date: | Closing Date and Time: | RFPQ No: |
| June 17, 2019 | July 2nd, at 2:00 PM EST | SEN-002 19/20 |

SENATE INFORMATION

For all inquiries:

Contact: Kelly Shields
Title: Senior Procurement Officer
Address: 40 Elgin Street, 11th floor
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613 995-8888
E-mail: Proc-appr@sen.parl.gc.ca

Offers must be delivered by e-mail only to the address of the Contracting Authority below. Offers delivered physically or by facsimile will not be accepted.

E-mail: Proc-appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFPQ NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including Annexes to this document, the services listed herein and on any attachment at the price(s) set out therefore.

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

| | | | |
|--------------------------------------|--|-------------|--|
| 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 (5) parts plus five (5) 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 offer solicitation;
 - Part 3 Bid 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; and
 - Part 5 Resulting Contract Clauses: Identifies the process that will be used once a prequalified list is established includes the clauses that will form part of any resulting contract;
- Annex A Statement of Work
 - Annex B Basis of Payment
 - Annex C Direct Deposit Form
 - Annex D Request for Quotation Form
 - Annex E Artwork Conservation Evaluation Form

2. Summary

The Senate of Canada is seeking to establish a listing of one or more prequalified firms who will be invited to participate on various requests for quotations for artwork Conservation throughout the term of this requirement. This list of companies will remain valid for a period of three (3) years with two (2) additional one year options.

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 **five (5) working days** of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Key Terms and Definitions

| | |
|-----------------------|---|
| Bidder | the person or entity submitting a bid to perform a contract for services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. |
| Contract Price | the amount expressed in the contract to be payable to the Contractor for the finished work. |
| Contracting Authority | means the person designated in this RFPQ and any resulting Purchase Orders, or by notice to the Bidder, to act as the representative of the Senate of Canada in the management of the prequalified listing and any resulting purchase order. |
| Day | mean working day unless otherwise specified |
| Purchase Order | means a purchase order issued by the Senate of Canada. Issuance of a purchase order to the Bidder constitutes acceptance of its offer and results in the creation of a contract between the Senate of Canada and the Bidder for the services described in the Purchase Order; |
| RFPQ | request for prequalification |
| RFQ | request for quotation |
| Senate | the Senate of Canada |
| Work / SOW | 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. |

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this request for prequalification for the provision of services as described in the Statement of Work and in accordance with the stated mandatory requirements set forth in this document.

2. Signature Requirement

- I. Page 1 of this RFPQ must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFPQ.
- III. Failure to sign the cover page will result in the disqualification of the proposal.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) 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 **five (5) calendar 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 the Request for Prequalification Proposal

No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFPQ. All copies of documents submitted in response to this Request for Prequalification shall become the property of the Senate of Canada and will not be returned.

5. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFPQ is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's proposal.
- II. All enquiries regarding this RFPQ must be received by e-mail at: proc-app@sen.parl.gc.ca by the contracting officer, no later than **three (3) calendar days** before the RFPQ closing date. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate of Canada.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFPQ will be provided to all Bidder simultaneously via the Buy and Sell website without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

The Senate of Canada will reject any proposal 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.

7. Price Justification

In the event that there is a sole responsive bid received, the Bidder 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 similar services provided to other clients; or
- c) a price breakdown showing the cost of direct labour and profit; or
- d) price or rate certifications; or

e) any other supporting documentation as requested by the Senate.

8. 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 affiliates or 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 affiliates or subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the Bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the bid solicitation (or similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with 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.

9. Funding Approvals

Bidders should note that all Contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a bidder may have been prequalified, a contract as a result of the RFQ process 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.

10. Applicable Laws

The RFPQ and any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that Bidder provide their bid in separate electronic files in a single transmission as follows:

File I: Mandatory Criteria

File II: Financial Bid – Annex “B” – Basis of Payment

File III Annex “C” – Direct Deposit Form

Prices must appear in the financial bid only. **Prices indicated in any other section of the bid will result in the disqualification of the bid.**

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

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

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

File I: Mandatory Criteria

In the Mandatory Criteria Section of their proposal, bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection

File II: Financial Bid

Bidders must submit their Financial Bid (Annex B – Basis of Payment) in Canadian funds. The total amount of Applicable Taxes must be shown separately.

File III: Annex “C”

All Bidders must complete, sign and return Annex C - Direct Deposit Form with their Bid.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of this bid solicitation including the mandatory and financial evaluation criteria.
- II. The Senate of Canada shall conduct the Request for Prequalification process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their proposal is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **2 working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the mandatory requirements to be considered responsive. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.
- II. Ensure that the page and paragraph number in the Bidders' Proposal is indicated in the column entitled "Cross Reference" for all information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFPQ. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference |
|--|--|---------------|-----------------|
| <p>M1. Company Information</p> <p>Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1. Company name 2. Contact information for the contract 3. Address <p>Name, telephone number and e-mail address of a company contact who will receive subsequent RFQs should your firm be prequalified:</p> <ol style="list-style-type: none"> 1. Name 2. Tel No 3. E-mail | <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p> | | |
| <p>M2. Project Lead</p> <p>The Bidder shall propose a resource that shall be the project lead on all Work requested from the Senate of Canada.</p> <ul style="list-style-type: none"> • This individual must have : A Masters in Art Conservation • a minimum of five (5) years' experience (calculated from the closing date of this RFPQ) in artwork conservation; and • be a member, in good standing, of the Canadian Association of Professional Conservators (CAPC). | <p>Must provide</p> <ul style="list-style-type: none"> • the curriculum vitae of the project lead • Copy of CAPC certification <p>This information must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p> | | |
| <p>M3. Bidder Reference</p> <p>Bidder shall provide two (2) references for the proposed Project Lead showing past work experience where similar services were provided within the last three (3) years.</p> | <p>The letters of reference must be on the client's letterhead and be signed by the person giving the referral. The bidder cannot be the reference for its proposed resource.</p> | | |

| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference |
|---|---|---------------|-----------------|
| <p>Each reference letter must include the following:</p> <ol style="list-style-type: none"> 1. Client (name of the organization or individual); 2. Contact name; 3. Phone number; 4. E-mail address; and 5. Brief history of work performed including the date performed <p>Compliance of this criterion may be subject to further verification. The Senate of Canada reserves the right to contact the references and validate information provided. The Senate of Canada will try twice to contact references provided. Failure to reach them will result in the bid being evaluated on information provided only.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p> | <p>This information must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p> | | |
| <p>M4. Insurance Requirement</p> <p>Bidder must provide proof that they carry the appropriate insurance coverage as listed in Part 5 Section 29 Insurance Requirements of this RFPQ.</p> | <p>A Certificate of Insurance confirming coverages outlined in Part 5 Section 19 Insurance Requirements must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p> | | |
| <p>M5. Facility Security Requirement</p> <p>Bidder shall indicate that they have the capability to provide the security requirements detailed in Part 5, Section 2, sub section II:</p> <ol style="list-style-type: none"> a) Access Control; b) Physical Security; c) Alarm System; d) Preventive Maintenance <p>The Senate of Canada reserves the right to request its Security Directorate to validate the information provided.</p> | <p>A statement confirming facility security requirement must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p> | | |

3. Financial Bid

- I. Pricing must include all requirements as set forth in the RFPQ.
- II. Pricing must be submitted in a separate electronic file clearly labeled "Financial Bid" along with the Bidders company name. Prices must appear in the Financial Bid only. Prices indicated in any other section of the bid will result in the disqualification of the bid.
- III. Rates requested in Annex "B" must be provided. Failure to provide rates, will result in the disqualification of your bid.

4. Financial Evaluation

- I. The bid prices submitted will be evaluated in Canadian dollars, Applicable Taxes excluded.
- II. The total cost as indicated in Annex "B" – Basis of Payment is for evaluation purposes only.

5. Basis of Selection

- To be declared responsive, a bid must:
- a) Meet all the mandatory evaluation criteria; and

b) Comply with all the requirements of the solicitation.

Bids not meeting a) and b) will be declared non-responsive and will receive no further consideration.

All Bidders who meet the mandatory requirements and who submit prices as part of Annex B, Basis of Payment, will be considered as prequalified for invitation to participate in future artwork conservation requests for quotations (RFQ).

A notification of the short-listed Contractors shall be issued following evaluation of the proposals.

PART 5 - RESULTING CONTRACT CLAUSES

1. Offer

- I. The Contractor shall provide Artwork Conservation services at the rates indicated in Annex "B" Basis of Payment of SEN-002 19/20. Where a requirement for artwork conservation services is identified, a Request for Quotation (RFQ) will be sent to all prequalified companies in order for them to submit a bid.
- II. The process for issuing a Request for Quotation and a contract to a successful prequalified bidder is as follows:
 1. The Senate of Canada will establish a requirement for art conversation
 2. The appropriate approvals and funding will be put in place in order to commence the RFQ process.
 3. Procurement will issue a RFQ (See Annex D) with the details of the work (SOW) to all prequalified bidders. This RFQ will be sent by e-mail to the individual who has been identified as the contact for future RFQs in Mandatory 1 – Company Information.
 4. The RFQ will identify all pertinent information as well as the location where the work of art may be viewed.
 5. Prequalified Bidders may attend a viewing of the work of art in question prior to submitting a bid.
 6. Attendance at the viewing will be at the Bidder's cost.
 7. Bidders will be given a **minimum of 5 business days** to submit a quotation to procurement services at Proc-Appr@den.parl.gc.ca.
 8. The Bidder who submit the lowest total cost for any resulting RFQ and who meets the stipulated delivery date will be awarded a purchase order.
 9. Rates quoted in response to all RFQs must in accordance with the Bidders rates quoted in the RFPQ Annex B – Basis of Payment.
 10. The Senate of Canada will review all bids received for compliancy and a successful prequalified company will be awarded a purchase order.
 11. The purchase order will be e-mailed to the company and the Senate technical authority will contact the company to set up a place and time to pick-up the work of art.
 12. Upon completion of each contract, an Artwork Conservation Evaluation Form - Annex E, will be completed by the Senates' Technical Authority and sent to the contractor.
- II. The Contractor understands and agrees that:
 - a) Any resulting purchase order will form a contract only for the services which have been ordered;
 - b) the Senate of Canada's liability is limited to that which arises from purchase orders made within the period specified for the prequalified listing;
 - c) The Work, including the delivery, must be completed in accordance with the purchase order issued.

2. Security Requirement

- I. The Contractor's staff undertaking the work must be security cleared by the Senate of Canada.
 - a. 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 individuals undertaking the Work. The Contractor is responsible to ensure that its employees, assigned to the Work, are security cleared otherwise these individuals will not be permitted to undertake the Work requested.
 - b. The Senate of Canada will provide prequalified companies with Security Clearance Forms that must be completed and returned as soon as possible.
- II. Facility Security Requirements
 - a. The following facility security requirements must be maintained throughout the period of this prequalification. Failure to adhere to the following facility security requirements may result in your name being removed from the prequalification listing. The Senate of Canada reserves the right to physically inspect the work space of the Bidder/Contractor at any given time, without prior notice, to ensure compliance with the security requirement detailed below.
 - b. The Bidder/Contractor agrees to provide the following facility security measures:

Access Control

 - i. Access to the room where assets will be stored is controlled and only authorized individuals have access; and

- ii. Individuals with access to the Bidder/Contractor's work space are to be supervised by the Bidder/Contractor when a Senate of Canada asset is in the workspace

Physical Security

- i. Senate assets are stored using appropriate safeguards to protect the objects from temperature and relative humidity fluctuations, direct sunlight, floods, and fires; and
- ii. The Bidder/Contractor secures windows where the assets are stored (i.e. security film, inoperable, grates).

Alarm System

- i. The Bidder/Contractor has an alarm system installed, monitored by a security service that will respond to alarm events, that allows for the detection of security incidents. The Bidder's/Contractor's alarm system(s) must, at a minimum, be capable of detecting a fire or an intrusion.

Preventive Maintenance

- i. Fire suppression system is in place and is regularly inspected.

3. General

The Bidder acknowledges that being prequalified for Artwork Conservation does not oblige or commit the Senate of Canada to contract for Artwork Conservation services. The Contractor understands and agrees that the Senate of Canada has the right to procure the specified services by means of any other contracting methods.

4. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 4.I shall be deemed to have been received by either party:
 - a. If delivered personally, on the day that it was delivered
 - b. If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c. If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor

5. Termination of Contract

- I. The Senate of Canada may immediately terminate any resulting purchase order if the Contractor is for any reason unable to provide the services required. Such termination notice shall be made in writing.
- II. A resulting purchase order may be immediately terminated by the Senate of Canada if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. A resulting purchase order may be terminated by the Senate of Canada upon **five (5) days** written notice if it is determined that the services provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate a resulting purchase order upon **ten (10) days** written notice.
- V. In the event that any resulting purchase order is terminated prematurely, the fee shall be reduced pro rata.
- VI. Should the contractor receives two (2) negative evaluations in any evaluated category, the contractor shall be removed from the prequalified listing. (ie: a negative evaluation is a rating of 1 in any category).

6. Withdrawal

In the event that the Bidder wishes to withdraw from this list of prequalified bidders after a purchase order has been issued, the Bidder must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise herein. The thirty (30) days' period will start upon receipt of the written notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The Bidder must fulfill any and all call-ups which are made before the expiry of that period.

7. Reporting

- I. The Contractor must compile and maintain records on its provision of services to the Senate of Canada under contracts resulting from this Request for Prequalification
- II. The Contractor shall report, if requested to do so, the performance under this prequalification to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

8. 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.

9. 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.

10. Term of this Request for Prequalification

10.1 Initial Period

The period for making purchase orders against the resulting Prequalification listing and providing services is **three (3) years**, from the date of notification that your firm has prequalified

10.2 Term Extension (Option years)

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of this prequalification listing by up to **two (2) additional one (1) year period** under the same conditions. The Contractor agrees that, during the extended period, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least **five (5) calendar days** before the expiry date of the RFPQ. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment.

11. Amendments to the resulting Purchase Orders

No person other than the Manager of Procurement or his designate can amend a purchase order in any form. Any changes to the original purchase order must be made in writing.

12. 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.

13. Authorities

13.1 Contracting Authority

The Contracting Authority is:

Kelly Shields
Senior Procurement Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor Ottawa, ON K1A 0A4

Telephone: 613 995-8888
E-mail: Proc-appr@sen.parl.gc.ca

13.2 Technical Authority
(To be identified upon PO issuance)

Telephone: XXXX
E-mail:

13.3 Contractor's Representative
(To be identified upon PO issuance)

14. Financial Limitation

The total cost to the Senate of Canada resulting from all purchase orders issued for the initial term of this prequalification must not exceed the sum of **\$150,000.00**, applicable taxes extra.

15. 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 RFPQ in its entirety and any annexes;
- b) The RFQ issued as a result of the RFPQ;
- c) the resulting PO and any annexes
- d) The Bidders Offer dated *(To be identified upon award of purchase order)*

16. Applicable Law

Any contract resulting from the RFQ must be interpreted and governed and the relations between the parties determined, by the laws in force in Ontario.

17. Ownership of Intellectual and Other Property Including Copyrights

- i. Documents, images, and any other materials (“works”) produced by the Contractor in the performance of this contract, as well as any copyrights in those works, shall vest in and remain the property of the Senate of Canada.
- ii. At the request of the Senate, the Contractor shall arrange for any employee, agent, or sub-contractor who may be considered the author of any work that becomes the property of the Senate pursuant to this section to waive the author’s moral rights over the work by signing a release form in a form satisfactory to the Senate. The Contractor accepts that should the employee, agent, or sub-contractor refuse to sign the release form, the Contractor shall be liable for any resulting damages.

18. Default by the Contractor

- I. If the Contractor is in default in carrying out any of its obligations under a resulting Purchase Order, the Contracting Authority may, by giving written notice to the Contractor, terminate for default any Resulting Contract(s). The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- II. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Contracting Authority may, by giving written notice to the Contractor, immediately terminate for default any Resulting Contract(s).
- III. If the Senate of Canada gives notice under subsection I or II, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Senate of Canada for all losses and damages suffered by the Senate of Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate of Canada in procuring the Work from another source. The Contractor agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

19. Insurance Requirement

-
- I. The Contractor must obtain Commercial property insurance or equivalent providing at a minimum the following coverage:
 - a) Coverage for a maximum of \$100,000.00 worth of Senate Artwork in the Contractor's possession at any one time;
 - b) Commercial Broad form (all risk) coverage for the Senate's owned artwork applicable:
 - From the time artwork is picked up from the Senate;
 - While in transit to the Contractor's work space;
 - While artwork is being worked on at the Contractor's work space; and
 - While in transit until delivered to the Senate.
 - c) Coverage must include fire, sewer backup, flood, and earthquake protection.
 - II. The Contractor must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the RFPQ — and any resulting Contract — in an amount not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate covering the Contractor for any and all claims of any nature that may in any manner arise out of or result from Contractor's performance under this RFPQ.
 - III. The Senate must be added as an additional insured for any liability arising directly or indirectly under or in connection with this RFPQ and any resulting Contract.
 - IV. Failure to provide insurance as required in this RFPQ may be deemed a material breach of the agreement, entitling the Senate to immediately terminate this RFPQ.
 - V. The Bidder shall furnish a certificate of insurance to and at the satisfaction of the Senate 10 days prior to the expiration of the insurance period.
 - VI. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the RFPQ.

20. Conduct of the Work

- a) The Contractor represents and warrants that:
 - a) it is competent to perform the Work;
 - b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- b) The Contractor must:
 - a) perform the Work diligently and efficiently;
 - b) except for Government Property, supply everything necessary to perform the Work;
 - c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d) select and employ a sufficient number of qualified people;
 - e) perform the Work in accordance with standards of quality acceptable to the Senate of Canada and in full conformity with the specifications and all the requirements of the Contract; and
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

21. Subcontracts

- I. 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 RFQ.
- II. 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.

22. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor 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 RFQ is for the performance of the service(s) 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.

23. Replacement of Specific Individuals

- I. If specific individuals are identified in the RFPQ 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 their proposal, the Contractor must provide a replacement with similar or greater qualifications and experience as per Mandatory Criterion No.2. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide: the name, qualifications and experience of the proposed replacement immediately available for work; and
- 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 Section 23, subsection II. 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.

24. Compliance with Applicable Laws

- I. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to the Senate of Canada at such times as the Senate of Canada may reasonably request.
- II. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Contracting Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Senate of Canada.

25. 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:

- I. 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
- II. 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.

26. 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.

27. Safeguarding Electronic Media

- I. The Contractor must ensure that all electronic media is scanned for viruses and malicious code using a known and up-to-date antivirus software (e.g. MacAfee, Norton, TrendMicro) prior to it being sent to the Senate of Canada. The Contractor must notify the Senate of Canada of any and all occurrences of computer viruses or malicious code having been identified.
- II. If magnetically recorded information or documentation is damaged or lost while in the Contractor's care (including accidental erasure), the Contractor is responsible for the cost of its replacement.

28. Assignment

- I. The Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- II. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon the Senate of Canada.

29. Suspension of the Work

The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

30. 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 of Canada.
- 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.

31. Discrimination and Harassment in the Workplace

- I. The Contractor declares that its employees 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 employees during the life of the Prequalified listing, the Senate of Canada reserves the right to immediately remove the company from the prequalified listing and cancel any resulting contract(s) awarded. 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.

32. 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.
- II. All Documents and records, and the information contained therein, provided to the Contractor related to and for the purposes of this RFQ and any resulting contract shall be treated as confidential. The Contractor shall take all necessary steps to ensure that the documents and records, or any information contained therein, are not copied, provided to, discussed, or disclosed in any manner whatsoever, to any person or entity, other than Senate personnel, unless expressly authorized by the Senate. The Contractor shall ensure that only its authorized employees are given access to the said documents or records and that these employees treat these documents and records, and the information contained therein, as confidential.
- III. As may be directed in writing by the Senate upon the expiry, termination or completion of the prequalified listing and any resulting contract, the Contractor shall either return to the Senate forthwith all documents or records provided to it by the Senate or destroy all documents and records, together with satisfactory proof of such destruction.

-
- IV. The Senate shall have unrestricted access to all documents and records provided to the Contractor during the term of the prequalified listing and any resulting contract(s).

33. Advertisement

The Contractor shall not without prior written consent from the Senate of Canada, advertise or publicize any Work performed 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 of Canada source files.

34. Health and Safety

The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- a) Refraining or minimizing the use of scented products while in the Senate workplace;
- b) Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- c) No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

35. Integrity Provisions

- I. While on Senate Premises, 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 offer, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

36. 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.

37. Payment

37.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Purchase Order, the Contractor will be paid in accordance with the specified rates indicated in the Basis of Payment at Annex B.

37.2 Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Contractor's account.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

38. Invoicing Instructions

- I. Invoices must be submitted in the Contractor's name. The Contractor must submit invoices for each order received; invoices must only apply to the Contract.

- II. The Contractor shall submit invoices which must include the invoice date, the purchase order number, a summary of the work performed.
- III. Applicable Taxes must be specified on all invoices as a separate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
 - The Senate of Canada is exempt from Provincial Sales Taxes.
 - The Applicable Taxes are not included in the contract amount.
 - The Applicable Taxes must be listed as a separate line item on all invoices.
- IV. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.
- V. The Contractor's invoice shall be forwarded to:

The Senate of Canada
Finance and Procurement Directorate
40 Elgin Street, 11th floor
Ottawa, Ontario
K1A 0A4 Canada

Or by e-mail at: finpro@sen.parl.gc.ca
- VI. The Senate of Canada will return invoices submitted with errors or omissions to the Contractor with a brief description of the observations for correction and resubmission.

39. Payment Period

- I. The Senate of Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 41 below.
- II. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Senate of Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Senate of Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection I to apply for the sole purpose of calculating interest on overdue accounts.

40. Representations and Warranties

- I. The Contractor made statements regarding its own and its proposed resources experience and expertise in its bid that resulted in the award of the Contract and issuance of purchase orders. The Contractor represents and warrants that all those statements are true and acknowledges that the Senate of Canada relied on those statements in awarding purchase orders.
- II. The Contractor also represents and warrants that it has, and all its resources and subcontractors that perform the Work have, and at all times during the Contract Period they will have, the skills, qualifications, expertise and experience necessary to perform and manage the Work in accordance with the Contract, and that the Contractor (and any resources or subcontractors it uses) has previously performed similar services for other customers.

41. 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 of Canada to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "Date of payment" means thirty (30) days from the date of receipt of an acceptable invoice at the Senate of Canada.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. 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 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 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.

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

42. Proactive Disclosure

All contracts awarded by the Senate of Canada must reflect fairness in the spending of public funds. The Senate of Canada is obligated to report every quarter on its website, all contract awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.

ANNEX A – STATEMENT OF WORK

TITLE

Artwork Conservation

OBJECTIVE

To have conservation work completed on numerous pieces of artwork from the Senate of Canada's Heritage Collection.

BACKGROUND

The Senate's Heritage Collection includes approximately 350 pieces of artwork. A portion of the collection is in poor condition and requires conservation work. The Contractor(s) will provide support to the Senate, on an as when required basis, for conservation services.

SCOPE OF WORK

The Contractor(s) can expect to complete conservation work on approximately three (3) to twelve (12) pieces of artwork each year. The majority of the works are oil on canvas.

TASKS

The contractor(s) will be required to:

- inspect the condition of artwork onsite in National Capitol Region and identify options to conserve the Artwork, where said evaluation will be done at the cost of the Contractor;
- provide the Senate with an estimate for the work within five (5) business days of the evaluation using the Request For Quotation Form in Annex D. Once provided, the Senate will review the cost estimate and ability to meet the required time. The Contractor(s) may be asked to provide an estimate on conservation work or other tasks related to the management of the collection including, but not limited to, reframing artwork, rehanging artwork, or installing new glazing;
- transport the artwork from the Senate to the Contractor's work space.
- The contractor must comply with Part 5, Section 19 – Insurance Requirement, and is responsible for any damage to Senate Property while it is in their possession at their work space and in transit;
- conserve the artwork based on the proposed method detailed in the work estimate, which must be approved by the Senate before any work can commence. The Contractor(s) will be required to complete the work within the prearranged timeline and is required to notify the Senate of any changes to the scope or timeline during the course of their work;
- transport the artwork back to the Senate via the Senates scanning facility (SCI);
- install the artwork in the location identified by the Senate, such as the Senate's storage facility or a building within the Parliamentary Precinct. The Senate will inspect the object before it is accepted; and
- provide a written treatment report of the work completed along with photographs of the artwork before, during and after conservation.

SENATE'S RESPONSIBILITIES

The Senate is responsible for providing the Contractor(s) with access to the artwork as well as any supporting information or documentation to facilitate the drafting of an estimate.

DELIVERABLES

The contractor(s) shall:

- complete the agreed upon conservation work;
- return the artwork to the Senate within the agreed upon timeline;
- provide a condition report detailing the present condition of the artwork;
- provide a status report detailing the status of the treatment and any unforeseen costs or delays, as requested

-
- immediately identify to the project manager any unforeseen costs or delays;
 - provide a final treatment report of the completed work along with photographs of the artwork before, during and after conservation work. The treatment report must include a written summary of the conservation work, materials used, date(s) of treatment and the name and signature of the conservator. The treatment report and photographs must be provided to the Project Authority within two (2) weeks of the artwork's return to the Senate. The Contractor must provide an electronic copy of the treatment report and send the photographs as individual jpeg files.
 - All Reports must be submitted electronically.

ACCEPTANCE OF WORK

All conservation work, reports and/or proposals delivered to the Senate of Canada are subject to the inspection and acceptance of the Project Authority. In the event that deliverables are unacceptable, the Contractor shall complete the work at no extra cost within an agreed timeframe.

LOCATION OF WORK

- The Contractor is responsible for providing a work space to complete the conservation work;
- The work space must be clean and free from any hazards that may damage the artwork;
- The work space must have an alarm system; and
- The work space must not be shared with other individuals or firms who are not identified in the project team structure.

TRANSPORTATION

- The Contractor is responsible for the transportation of the artwork and for the transportation of personnel.
- The Contractor is required to provide safe transportation for the object in a closed vehicle outfitted with a support system to protect the artwork from harm during transport.
- Approval from the Senate of Canada is required if a third party is required to assist with the transportation of a work of art.

ANNEX B – BASIS OF PAYMENT

1 – Conservation Services

| Description | Unit of Measure | All-inclusive Fixed Hourly Rate |
|---|-----------------|---------------------------------|
| Conservation work (includes labour, reports, administrative costs) | Hourly | A: |

2 – Transportation

| Description | Unit of Measure | All-inclusive Fixed Rate |
|--|----------------------|--------------------------|
| Size 1: from 10 cm by 10 cm to 200 cm by 150 cm (Includes but not limited to: preparation, removal, packaging, crating, handling and installation.) | Fixed Rate | B: |
| Size 2: Greater than 201 cm by 151 cm (Includes but not limited to: preparation, removal, packaging, crating, handling and installation.) | Fixed Rate | C: |
| | *A+B+C=Total: | |

Required materials shall be billed at cost.

*This is for evaluation purposes only

ANNEX C – DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE
Supplier Creation &
Direct Deposit Enrollment Form


Protected once completed
For internal use only _____
Supplier ID Code

| | |
|--|---|
| INSTITUTION AND ACTION REQUIRED - Please select: | |
| Create - Senate of Canada ▼ | |
| Reason for action: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| Section 1 - SUPPLIER DETAILS | |
| LEGAL NAME: <input style="width: 80%;" type="text"/> | Tel: <input style="width: 20%;" type="text"/> |
| OPERATING NAME: <input style="width: 80%;" type="text"/> | Tel: <input style="width: 20%;" type="text"/> |
| ADDRESS: | |
| Street No. /PO BOX: <input style="width: 60%;" type="text"/> | Postal Code/Zip: <input style="width: 20%;" type="text"/> |
| City: <input style="width: 30%;" type="text"/> | Province / State: <input style="width: 20%;" type="text"/> ▼ |
| Country: <input style="width: 20%;" type="text"/> ▼ | |
| Remittance Address if different from above: | |
| Street No. /PO BOX: <input style="width: 60%;" type="text"/> | Code Postal/Zip: <input style="width: 20%;" type="text"/> |
| City: <input style="width: 30%;" type="text"/> | Province / State: <input style="width: 20%;" type="text"/> ▼ |
| Country: <input style="width: 20%;" type="text"/> ▼ | |
| HST/GST (if applicable Corporation) | <input style="width: 100%;" type="text"/> |
| Social Insurance Number (for Contractor) | <input style="width: 100%;" type="text"/> |
| Section 2 - SUPPLIER PAYMENT DETAILS | |
| <input type="radio"/> CANADIAN \$ | <input type="radio"/> OTHER CURRENCY _____ (By Cheque Only) |
| Method of Payment: | |
| <input type="radio"/> CHEQUE | <input type="radio"/> (CND \$) DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - <i>Recommended</i> |
| Direct Deposit Email Payment Notification: | |
| EMAIL Address 1 | <input style="width: 80%;" type="text"/> |
| EMAIL Address 2 | <input style="width: 80%;" type="text"/> |
| Section 3 - CONSENT | |
| I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents. | |
| Name: | <input style="width: 80%;" type="text"/> |
| Signature: | <input style="width: 80%;" type="text"/> |
| Date: | <input style="width: 20%;" type="text"/> |
| COMMENTS: | <div style="border: 1px solid black; height: 20px; width: 100%;"></div> |

Please submit the completed and signed form (and attachment) to the Senate Procurement Division by e-mail at:

Proc-Appr@sen.parl.gc.ca

ANNEX D – REQUEST FOR QUOTATION FORM

| | |
|---|--|
|  | <h3 style="margin: 0;">REQUEST FOR QUOTATION (RFQ) ARTWORK CONSERVATION</h3> |
|---|--|

Date: _____

RFQ Number: **SEN-xxxx**

RFQ Closing Date and Time: _____, EST

Quotations must be received by the Senate of Canada on or before the indicated above closing date and time. Quotations received after the stated closing date and time will be rejected and not considered.

The correct delivery of the e-mail is the sole responsibility of the Contractor.

Only Electronic quotations will be accepted at proc-appr@sen.parl.gc.ca.

Please mark all correspondence, including the subject line of your return e-mail with the RFQ number indicated above.

The Contracting Authority is _____ who can be reached at **(613) 995-8888 (option 4) or proc-appr@sen.parl.gc.ca**

Proposed cost must be all inclusive (Conservation Services and Transportation). Please note that the Senate is PST exempt # 11708174G.

Delivery date: _____. **You must confirm that you can meet this delivery date.**

I confirm that the delivery date of _____ will be met: ___ **Yes** ___ **No**

Viewings will be held on the below dates at the address identified, please call the technical authority to confirm which viewing you will attend.

Address: _____

- Viewing 1: date:** _____
- Viewing 2: date:** _____
- Viewing 3: date:** _____
- Viewing 4: date:** _____

Please contact the Technical authority indicated below to confirm your attendance at this viewing and gain access to the site.

Technical authority on this project: _____
 Telephone: _____
 E-mail: _____

Details of the requirement along with a picture will be added here:

Basis of Payment

Contractors must complete the following pricing table for the artwork requiring conservation work. Prices must be in accordance with those submitted in the Request for Prequalification SEN XXXX .

Table A: Request for item # 1: _____

| Item# | Description | U of I | Estimated QTY | Unit Price | All Inclusive Price |
|--|--|--|----------------------------|-------------------|----------------------------|
| Transportation | <p>The cost to transport the artwork from the Senate's facility, (<i>Insert full address</i>), to the contractor's studio and back to the Senate.</p> <p>Identify Size:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Size 1: from 10 cm by 10 cm to 200 cm by 150 cm <input type="checkbox"/> Size 2: Greater than 201 cm by 151 cm: <p>(Includes but not limited to: preparation, removal, packaging, crating, handling and installation.)</p> | Fixed Rate as per Annex B of RFPQ | N/A | N/A | |
| Item# | Description | U of I | Estimated hours | Unit Price | All Inclusive Price |
| Conservation Work | (Includes labour, reports, administrative costs) | Fixed Hourly Rate as per Annex B of RFPQ | Insert # of hours Proposed | | |
| Material Cost To be charged at cost | | | | | |
| Total | | | | | |

Table B: Request for item #2 _____ (if required)

Request for item # 2: _____

| Item# | Description | U of I | Estimated QTY | Unit Price | All Inclusive Price |
|--|--|--|----------------------------|------------|---------------------|
| Transportation | <p>The cost to transport the artwork from the Senate's facility, (<i>Insert full address</i>), to the contractor's studio and back to the Senate.</p> <p>Identify Size:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Size 1: from 10 cm by 10 cm to 200 cm by 150 cm <input type="checkbox"/> Size 2: Greater than 201 cm by 151 cm: <p>(Includes but not limited to: preparation, removal, packaging, crating, handling and installation.)</p> | Fixed Rate as per Annex B of RFPQ | N/A | N/A | |
| Item# | Description | U of I | Estimated hours | Unit Price | All Inclusive Price |
| Conservation Work | (Includes labour, reports, administrative costs) | Fixed Hourly Rate as per Annex B of RFPQ | Insert # of hours Proposed | | |
| Material Cost To be charged at cost | | | | | |
| Total | | | | | |

Total table 1 + table 2: _____

All prices must be in Canadian funds and include applicable Canadian custom duties, and excise taxes, packing and packaging.

Basis of Selection:

Contract Award will be based on the lowest total cost for all items that meets all stated requirements including expected delivery date.

In the case of a tie bid, when all factors including pricing are considered equal, a coin toss shall be used to determine which of the tied bidders is awarded the contract.

No payments shall be made for costs incurred in the preparation and submission of a response to this Request for Quotation.

A contract may or may not be issued as a result of this request for quotation.

The Contractor offers and agrees to provide the Senate of Canada (Senate), upon the terms and conditions set out herein, including attachments to this document, the services and/or goods listed herein and on any attachment at the price(s) set out therefore.

| | | | |
|-------------------------|--|-------------|--|
| Name of Firm: | | | |
| Name of Representative: | | | |
| Authorized Signature: | | Date: | |
| Position Title: | | | |
| Email Address: | | | |
| Telephone Number: | | Fax Number: | |
| Address: | | | |

ANNEX E – ARTWORK CONSERVATION EVALUATION FORM

| | |
|--|--|
| Date: | |
| Contract Number: | |
| Supplier Name: | |
| Description of the job/work performed: | |
| Technical Authority: | |

1=Poor; 2=Fair; 3=Good; 4=Excellent; N/A = Not Applicable

| | | | | | |
|------------------------------------|---|---|---|---|-----|
| 1. Quality of Conservation Work: | 1 | 2 | 3 | 4 | N/A |
| 2. Timeliness of work: | 1 | 2 | 3 | 4 | N/A |
| 3. Quality of packaging of Artwork | 1 | 2 | 3 | 4 | N/A |
| 4. Quality of hanging of Artwork | 1 | 2 | 3 | 4 | N/A |

Based on evaluation of the finished product and dealings with the supplier, what would you improve next time

Additional Comments/Suggestions:

Signature of Technical Authority

Date

NB: A copy will be provided to the supplier, and a copy will be sent to Procurement Services.