

SENATE



SÉNAT

CANADA

REQUEST FOR PROPOSAL (RFP)

Subject:

Purchase of a Single Axle Type 4 Truck

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

Issue Date:

August 28, 2019

Closing Date and Time:

September 19, 2019 at 14:00 EST

RFP No:

SEN-019 19/20

SENATE INFORMATION

For all inquiries:

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Offers can be delivered by e-mail only to the address of the Contracting Authority below.

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

Or by

By Courier The Senate of Canada
 Finance & Procurement Directorate
 40 Elgin Street, 11th floor
 Ottawa, Ontario K1A 0A4
By Mail The Senate of Canada
 Finance & Procurement Directorate
 40 Elgin Street, 11th floor
 Ottawa, Ontario K1A 0A4

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP 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 attachments to this document, the services listed herein and on any attachment at the price(s) set out therefore.

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

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or Business Number:

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into five (5) parts plus three (3) annexes, as follows:

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

2. Summary

The Senate of Canada (henceforth Senate) is seeking proposals to procure one (1) single axle type 4 truck as defined in the statement of requirement at "Annex A".

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. Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor a particular bidder may be given consideration provided they are submitted to the Contracting Authority at least **seven (7) days** before the bid closing date. The Senate will have the right to accept or reject any or all suggestions.

5. Key Terms and Definitions

Bidder	the person or entity submitting a bid to perform a contract for the purchase of goods. 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 RFP and any resulting Contract, or by notice to the Bidder, to act as the representative of the Senate of Canada of any resulting contract.
Day	mean working day unless otherwise specified
Senate	the Senate of Canada
SOR	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Proposal the provision of a single axle type 4 truck as described in the Statement of Requirement (SOR) Annex “A” and in accordance with the stated mandatory requirements set forth in this Request for Proposal (RFP).

2. Signature Requirement

- I. Page 1 of this RFP 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 RFP.
- III. Failure to sign the cover page may result in the disqualification of the proposal.

3. Irrevocable Proposals

- 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 **seven (7) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP. All copies of documents submitted in response to this Request for Proposal 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 RFP 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. RFP enquiries regarding this RFP must be received by e-mail at: proc-appr@sen.parl.gc.ca by the contracting officer, no later than **seven (7) calendar days** before the RFP 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 RFP will be provided to all Bidder simultaneously via e-mail without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

The Senate of Canada will reject any proposals found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

7. Delayed Bids

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada are:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost labelthat clearly indicates that the bid was mailed before the bid closing date.
- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

8. 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 justification:

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for similar goods/services provided to other clients; or
- c) a price breakdown showing the cost of direct labor and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a) if the Bidder, any of its 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.

10. Ownership of RFP documents

This Request for Proposal and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the proponent solely for its use in connection with the preparation of a response to this Request for Proposal and shall be considered to be the proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to know for the preparation of the Contractor's response, and the Contractor further agrees not to use them for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

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

13. Level of Security

This security verification of this new truck will be done upon the delivery. This security verification will be done at the vehicle screening facility located at the intersection of Bank Street and Wellington Street, Ottawa, Ontario. Please contact the Technical Authority or Senate Security to set up a date and time for the security clearance can be done.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate of Canada requests that bidders, **who are submitting their bid electronically**, provide their bid in separate electronic files in a single transmission as follows:

File I: Mandatory Criteria

File II: Technical Proposal

File III: Financial Bid – Annex « B » - Basis of Payment

File IV: 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 of Canada requests that bidders, **who are submitting their bid in paper version**, provide their bid in separately bound sections as follows:

Section I: Mandatory Criteria (4 hard copies and 1 soft copy on USB)

Section II: Technical Bid (4 hard copies and 1 soft copy on USB)

Section III: Financial Bid (1 hard copy)

Section IV: Annex « C » - Direct Deposit Form

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 RFP 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: Technical Proposal

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

File III: Financial Proposal

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 IV: Annex “C”

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 the bid solicitation including the mandatory criteria, technical criteria and financial bid.
- II. The Senate of Canada shall conduct the Request for Proposal 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 following mandatory requirements. 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 RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
M1. Company Information Bidder must provide the following information: <ol style="list-style-type: none"> 1. Company name 2. Contact information for the contract 3. Address 	All information requested must be provided under Mandatory Criterion (M1) in your submission. Failure to provide this information will result in your proposal being given no further consideration.		
M2. Vehicle specifications Bidder must indicate the proposed vehicle meets all the criteria outlined in the Statement of Requirement – Annex "A".	In order to meet this Mandatory requirement, the Bidder must provide: A statement indicating compliancy with the mandatory requirement. All information requested must be provided under Mandatory Criterion (M2) in your submission. Failure to provide this information will result in your proposal being given no further consideration.		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M3. After Sales Service</p> <p>Bidder must identify and authorized dealer and/or agent to provide after sales service, maintenance and warranty repairs and a full range of repair parts for the vehicle offered. The Bidder shall provide:</p> <ol style="list-style-type: none"> 1. Name 2. Address 3. Telephone Number: 4. Distance between the delivery location and the dealer and/or agent location (must be in the National Capital Region). 	<p>All information requested 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. Warranty</p> <p>Bidders must indicate that they will provide a standard warranty on the proposed truck and all its components. A digital copy of all warranties must be included with your submission</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>A statement indicating compliancy with the mandatory requirement and the warranty must be provided under R1 of this RFP.</p> <p>This information 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>		

3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of 70% for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria.
- III. Ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all information included.
- IV. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.

The rated evaluation criteria are:

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
R1. Warranty details Bidders shall provide details of their standard warranty including but not limited to: <ul style="list-style-type: none"> Warranty Period 	1 year warranty 1 point 1+ to 3 year warranty 3 points 3+ years warranty 5 points Total of 5 points	
R2. After Sales Service Bidders shall provide details of their after sales services including but not limited to: <ul style="list-style-type: none"> 24 hours / 7 days a week Road Side Assistance Free maintenance (oil changes or regular services) Replacement vehicle during service 	Points will be allotted according to the number of after sales services you can provide: 1 service 1 point 2 -3 services 5 points 4 + services 10 points Total of 10 points	
Total of all the Point Rated technical criteria	15 points Maximum	
Minimum pass mark (70%)	10.5 points required to pass	

4. Financial Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Pricing must be submitted in a separate electronic file clearly labeled "Financial Proposal" along with the Bidders company name. Prices must appear in the Financial Proposal only. Prices indicated in any other section of the bid will result in the disqualification of the bid.

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined as per the pricing table detailed in the Basis of Payment at Annex "B".

6. Basis of Selection

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

A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal will be deemed non-responsive and will not be given further consideration.

The evaluation and selection process will be conducted in the following phases:

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit - Rated Evaluation
- Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all proposals will be evaluated for their compliance with the mandatory criteria. Any proposal that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

Phase 2 – Technical Merit - Rated Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 Proposal does not obtain the required minimum overall points for the technical evaluation criteria, such proposal will not be given further consideration.

Phase 3 – Determination of Highest Ranked Bidder

In Phase 3, a combined evaluation score for those proposals deemed responsive in Phases 1 and 2 will be determined in accordance with the following formula:

$$\frac{\text{Technical Proposal Score} \times 60}{\text{Maximum Number of Points}} + \frac{\text{Lowest Price} \times 40}{\text{Bidder's Price}} = \text{Combined Evaluation Score}$$

The bidder with the highest combined evaluation score will be considered for the award of a contract.

If more than one bidder is ranked first because of identical scores, the bidder with the best financial score will become the highest-ranked bidder and will be considered for the award of a contract. 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 receive the award.

PART 5- RESULTING CONTRACT CLAUSES

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

PART 1 – GENERAL TERMS AND CONDITIONS

1. Appropriate Law

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

2. 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.

3. 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.

4. 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.

5. Inspection and Acceptance

All reports, deliverables, items, documents goods and all services rendered under the Contract are subject to inspection by the Technical Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Requirement and to the satisfaction of the Technical Authority or his/her representative, as submitted, the Technical Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate of Canada reserves the right of access to any records resulting from this contract.

The location of the vehicle inspection will be determined at a later date but will be within the National Capital Region (NCR).

6. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the 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 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 **ten (10) days** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a **ten (10) days** written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

7. Warranties

The Contractor warrants that:

- I. it 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. it 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. it has complete authority to enter into this Contract; and
- IV. all work commenced under this agreement will be completed in full.

8. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, 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 (2) years following the completion of the work.

9. 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 affiliates or subcontractors 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 work.

10. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up-to-date the information herein requested, or if the Contractor or any of the Contractor's affiliates or subcontractors 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.

11. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement.

- II. It is the intention of the parties that the agreement is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

12. Subcontracts

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

13. No Implied Obligations

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

14. 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.

15. Amendments to the Agreement

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

16. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.
- II. Work shall be marked with the following copyright notice: © Senate of Canada (year)

17. 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.

18. 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.

19. Advertisement

The Contractor shall not without prior written consent from the Senate, 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 source files.

20. 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.

21. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

Shirley Chartrand
 Senior Procurement Advisor
 Finance and Procurement Directorate
 The Senate of Canada
 40 Elgin Street, 11th floor
 Ottawa, ON K1A 0A4

Telephone: 613-943-3551
 E-mail: Proc-appr@sen.parl.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

II. Technical Authority

The Technical Authority for the Contract is:

(to be determined at contract award)

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

III. Contractor's Representative *(to complete with bid)*

Account Manager:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

Backup:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

22. Priority of Documents

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

- a) the articles of the Request for Proposal including all annexes;
- b) the articles of the Contract;
- c) the Contractor's Proposal dated *(To be identified upon contract issuance)*.

23. Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in conditions for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the Senate personnel at the final delivery location. The fuel tank must be full prior to release of the vehicle to the Senate personnel.

Any attempt by the carrier to deliver the truck will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform an inspection and to accept delivery. When a carrier is required to return due to its failure to make an appointment for delivery, The Senate will not be liable to pay for additional costs.

24. 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.

PART 2 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

The Contractor shall, upon signature of both parties and *(to be determined at contract award)* supply and deliver the single axle type 4 truck as described in this document.

2. Contract Amount

The Contractor will be paid for the costs reasonably and properly incurred in the supply of the Goods, as determined in accordance with the Basis of Payment, to a limitation of expenditure of *(to be determined at contract award)* plus Applicable Taxes.

3. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the cost specified in the Basis of Payment at Annex “B”.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

4. Invoicing

- I. The Contractor shall submit one detailed invoice which must include, at a minimum, the date the good was delivered, and the contract reference number.
- II. The Contractor’s certified 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

- III. The invoice must be reviewed and signed by the Technical Authority/ Inspection Authority or their delegated authority before payment is issued.
- IV. Payment by the Senate to the Contractor for work shall be made:
 - In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed or the goods delivered and accepted, whichever date is the later;
 - If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

5. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex C with your offer.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

6. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The Applicable Taxes are not included in the contract amount.
- IV. The Applicable Taxes must be listed as a separate line item on all invoices.

7. Interest on Overdue Accounts

For the purpose of this section:

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

ANNEX A – STATEMENT OF REQUIREMENT (SOR)

Title: Supply and deliver one (1) single axle type 4 truck with an overall height not to exceed 12 feet from ground to roof top, regular box with aluminum body and standard roll door, and a Tuk-A-Way Tailgate, as detailed in the following specifications:

	SPÉCIFICATIONS GÉNÉRALES MINIMALES — CAMION DE TYPE 4	MET	NOT MET
1	Overall height must not exceed 12 feet from ground to roof top (including box)		
2	Overall length must not exceed 27 feet from front to rear bumper		
3	Single axle truck with a minimum carrying capacity of 14,000 lbs. The rear axle must be located to accommodate the carrying capacity.		
4	The tail gate must have a capacity of at least 1,135Kg.		
5	Diesel engines with throttle handle (Minimum of 200 H.P.)		
6	Automatic transmission (either 5 or 6 speed) Allison 3000 HS or equivalent		
7	Polished Aluminum wheels, cab steps (both sides)		
8	Aluminum Fuel tank, largest size available, the bidder should specify capacity		
9	Chrome grill and front bumper		
10	Tire size: appropriate size to be matched to truck specification		
11	One set of 6 summer tires on rims		
12	One set of 6 winter tires on rims.		
13	Driver Controlled Locking Differential		
14	Block heater: minimum 1,000 watt.		
15	Batteries: minimum 1,500 amps.		
16	Alternator Capacity of 100 amps minimum		
17	Air brake system with air dryer, Allied-Signal or equivalent, moisture ejector automatic and heated		
18	Air ride suspension		
19	Driver high back Cush-n-air seat or equivalent, cloth (no leather) – DARK color.		
20	Must have a push button-controlled air suspension driver and co-driver seats that operate from the vehicle's air system and the seats must be provided with retractable should/flat seat belt assemblies.		
21	Integral Air Conditioning, power windows, and power locks		
22	Heated mirrors minimum size 7" x 16" electric control.		
23	Spot mirrors minimum size 8" on front fenders (2)		
24	AM-FM radio		
25	Ignition key (5 in total)		
26	Espar D5 model hydronic heater system or equivalent for all fluid, including hydraulic for the gate with 7-day timer or manufacturer proposed solution		
27	Exhaust must be vertical and NOT exceed height of box		
28	Paint: vehicle, truck and body, paint color WHITE, frame must be black.		
29	Tow hooks		
30	License Plate holder		
31	Aux. Front springs rubber		
32	Automatic drain valve		
33	Tilt steering		
34	Power assisted steering system. The steering system must be provided with a telescopic tilt steering column.		
35	Must have a push button-controlled air suspension driver and co-driver seats that operate from the vehicle's air system and the seats must be provided with retractable should/flat seat belt assemblies.		
36	CB accommodation package with 2 antennas		
37	Back up alarm		

	SPÉCIFICATIONS GÉNÉRALES MINIMALES — CAMION DE TYPE 4	MET	NOT MET
38	Air horn + dual electric		
39	Windshield wiper speed control		
40	Special power source for lift gate installation		
41	Low coolant warning		
42	Low washer fluid indicator		
43	Sound insulation under hood and splash panels		
44	Air suspension valve in cab		
45	Transmission Temperature gauge		
46	Arm rest driver seat		
47	Exterior sun shade		
48	Jump start stud		
49	LED clearance marker lights		
50	Test Exterior lights pre-trip inspection		
51	Circuit breakers not fuses		
52	Thermal over crank protection on starter.		
53	Synthetic oil for Transmission		
54	Switch to inhibit particulate trap regeneration [if vehicle is inside]		
55	Power source cigar receptacle type		

All material supplied must be new, unused and of current production by manufactures.

The vehicle is to be plated in Ontario.

The Contractor must provide a description of their regular warranty packages. A concise description of the manufacturer Warranty is to be provided. It must indicate duration of warranty as well as any exclusions and/or limitations.

Upon delivery of the truck, the Contractor will provide, in duplicate, a Certificate of Inspection and Acceptance, to be signed and dated by duly authorized representatives for both the Contractor and the Senate of Canada.

Delivery Date: Delivery must be completed on or before **November 15, 2019**

Delivery Location: prior to being delivered to **95 Noel Street, Gatineau (Quebec)**, the security screening of the truck will take place at the Senate vehicle screening facility located at Bank Street and Wellington Street, Ottawa, Ontario. Please contact the Technical Authority or the Senate Security to set up a date and time for the screening to take place.

Any attempt by the carrier to deliver the truck will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform an inspection and to accept delivery. When a carrier is required to return due to its failure to make an appointment for delivery, The Senate will not be liable to pay for additional costs.

Note to Bidders: The truck must comply with the Motor Vehicle Safety Regulations to operate in the provinces of Ontario and Quebec. The successful Contractor must provide proof of inspection such as the National Safety Mark (NSM) seal and/or any related documentation upon delivery.

ANNEX B – BASIS OF PAYMENT

Pricing must include all requirements as set forth in the RFP.

Provide pricing for all work, goods and services below.

All pricing must be in Canadian funds and include applicable Canadian custom duties and excise taxes.


	Item	Quantity	Lump Sum Price (excluding taxes)
1.	Base Vehicle Cost as per SOR, including standard warranty.	1	
2.	Dealer preparation, delivery, freight, plate transfer	1	
3.	Trade in 2004 International 430 DT466 VIN # :1HTMMAAPO4H669015 Mileage: 126413 KM No Accidents	1	
4.	Provide amounts/details on any discounts or rebates applicable	1	
5.	Miscellaneous costs: (Please indicate what they are)	1	
Total cost excluding taxes			

Company Name: _____

Name of Representative: _____

Signature : _____ Date: _____

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:

Section 1 - SUPPLIER DETAILS

LEGAL NAME: Tel:

OPERATING NAME: Tel:

ADDRESS:

Street No. /PO BOX: Postal Code/Zip:

City: Province / State: Country:

Remittance Address if different from above:

Street No. /PO BOX: Code Postal/Zip:

City: Province / State: Country:

HST/GST (If applicable Corporation)

Social Insurance Number (for Contractor)

Section 2 - SUPPLIER PAYMENT DETAILS

CANADIAN \$ | OTHER CURRENCY (By Cheque Only)

Method of Payment:

CHEQUE | (CND \$) DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - *Recommended*

Direct Deposit Email Payment Notification:

EMAIL Address 1

EMAIL Address 2

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:

Signature: Date:

COMMENTS:

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

Proc-Appr@sen.parl.gc.ca

Proc_2018-08-16