

SENATE



SÉNAT

CANADA

REQUEST FOR PROPOSAL (RFP)

Subject:

Acquisition Card Service Provider

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

Issue Date:

October 3, 2019

Closing Date and Time:

October 22, 2019 at 14:00 EST

RFP No:

SEN-043 19/20

SENATE INFORMATION

For all inquiries:

Contact: Shirley Chartrand
Title: Senior Procurement Advisor
Address: 40 Elgin Street, Room 1163
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-943-3551
E-mail: Proc-appr@sen.parl.gc.ca

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

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

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 prices (s) set out, therefore.

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

Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
GST Registration or Business Number:			

Table of Contents

PART 1 - GENERAL INFORMATION.....	4
1. Introduction.....	4
2. Summary.....	4
3. Debriefings.....	4
4. Bid Submission Language.....	4
5. Key Terms and Definitions.....	4
PART 2 - BIDDER INSTRUCTIONS	6
1. Prelude.....	6
2. Signature Requirement.....	6
3. Irrevocable Proposals.....	6
4. Cost Related to the Preparation of Proposal.....	6
5. Inquiries and Communications.....	6
6. Provision of False or Incorrect Information.....	6
7. Delayed Bids.....	7
8. Conflict of Interest – Unfair Advantage.....	7
9. Ownership of RFP documents.....	7
10. Funding Approvals.....	7
11. Applicable Laws.....	7
12. Level of Security.....	7
13. Joint Venture.....	7
PART 3 - BID PREPARATION INSTRUCTIONS	9
1. Bid Preparation Instructions.....	9
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	10
1. Evaluation Procedures.....	10
2. Mandatory Criteria.....	10
3. Rated Evaluation Criteria.....	13
5. Financial Evaluation.....	15
6. Basis of Selection.....	15
PART 5- RESULTING CONTRACT CLAUSES.....	16
1. Appropriate Law.....	16
2. Assignment.....	16
3. Time is of the Essence.....	16
4. Indemnity against Claims.....	16
5. Inspection and Acceptance.....	16
6. Termination of Agreement.....	16
7. Notice.....	17
8. Warranties.....	17
9. Records to be kept by the Contractor.....	17
10. Confidentiality.....	17
11. Safeguarding of Senate information.....	17
12. Rules and Regulations.....	17

13. <i>Miscellaneous Restrictions</i>	18
14. <i>Subcontracts</i>	18
15. <i>No Implied Obligations</i>	18
16. <i>Performance</i>	18
17. <i>Amendments to the Contract</i>	18
18. <i>Ownership of Intellectual and Other Property Including Copyrights</i>	18
19. <i>Conflict of Interest</i>	19
20. <i>Discrimination and Harassment in the Workplace</i>	19
21. <i>Advertisement</i>	19
22. <i>Entire Agreement</i>	19
23. <i>Authorities</i>	19
24. <i>Priority of Documents</i>	20
25. <i>Period of the Contract</i>	20
26. <i>Rebate Schedule</i>	20
27. <i>Invoicing</i>	20
28. <i>Method of Payment</i>	20
29. <i>Interest on Overdue Accounts</i>	20
ANNEX A – STATEMENT OF WORK (SOW)	22
ANNEX B – REBATE SCHEDULE	27
ANNEX C – DIRECT DEPOSIT FORM	28

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 Work;
- Annex B Rebate Schedule;
- Annex C Direct Deposit Form

2. Summary

The Senate of Canada (henceforth Senate) is seeking proposals to procure acquisition card services from a single acquisition card service provider as described in the statement of work at "Annex A". **Services will be required for a period of three (3) years, with an option to extend for up to two (2) additional one (1) year periods.**

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within **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. Bid Submission Language

Submissions will be accepted in either English or French.

5. Key Terms and Definitions

Acquisition Card	An acquisition card allows a bearer to purchase and pay for goods and/or services that are an authorized official business transaction.
Acquisition Card Coordinator	the person responsible for the management of the Acquisition Card program at the Senate of Canada.
Acquisition Card Service Provider	The financial institution or financial services corporation that the Senate has contracted with for the provision of acquisition cards.
Authorized use	Use for which the card was intended or described in the Senate Acquisition Card Policy and the Senate Acquisition Card procedures.
Bidder	the person or entity submitting a bid to perform a contract for the purchase of services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Cardholder	The person to whom the exclusive authority and responsibility of an acquisition card has been delegated.
Card Limit	The maximum dollar value a cardholder can expend on a card per billing cycle.
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.
Fiscal Year	The period between 1 April and 31 March of the current year.
Per Transaction Limit	The all-inclusive maximum dollar value allowed per transaction charge to an acquisition card.
Senate	the Senate of Canada

SOW

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 for the provision of an acquisition card service provider as described in Annex "A" - Statement of Work (SOW) 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 Buy and Sell 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

Bids submitted after the closing date/time will not be accepted.

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. Ownership of RFP documents

This Request for Proposal and all supporting documentation have been prepared by the Senate of Canada and remain the sole property of the Senate of 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 of Canada. 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.

10. 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. If approval is not granted, a contract cannot be awarded.

11. Applicable Laws

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

12. Level of Security

The level of security clearance required by everyone working on any resulting contracts shall be "**Site Access**". A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on the type of offense. The Senate reserves the right to raise the level of the required security clearance as needed.

13. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;

-
- c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- File I: Mandatory Criteria
- File II: Technical Proposal including
- File III: Financial Bid – Annex « B » Rebate Schedule
- File IV: Annex « C » - Direct Deposit Form

Rebates must appear in the financial bid only. **Rebates 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 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 including a Presentation

- 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 – Rebate Schedule), in Canadian funds.

The rebate offered must consider all of the requirements as set forth in the RFP.

File IV: Annex “C” – Direct Deposit Form

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 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.

The mandatory criteria are:

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Company Information</p> <p>The Bidder must provide the following information:</p> <ol style="list-style-type: none"> 1. Company name 2. Contact information for the contract 3. Address 4. The name of the Account Manager that will be the Senate single point of contact throughout the contract. 	<p>In order to meet this Mandatory requirement, the Bidder must provide the requested information.</p> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M2. Years of Experience</p> <p>The Bidder must have a minimum of five (5) years' experience as an acquisition card service provider.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M3. Major Card Brand</p> <p>The Bidder must offer a major acquisition card brand that is accepted in Canada and the United States of America.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement and indicating the brand offered.</p> <p>This information must be provided under Mandatory Criterion (M3) in your submission.</p>		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide the information specified will result in your proposal being given no further consideration.		
<p>M4. Timelines</p> <p>The Bidder must meet the Senate of Canada timelines as described in section 2.1 – Senate timelines of the SOW.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with this mandatory requirement</p> <p>This information must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M5. Web Interface</p> <p>The Bidder must deliver one (1) web interface for both administrators and cardholders that is:</p> <ol style="list-style-type: none"> 1. bilingual (English and French); 2. compatible with industry leading web browsers (e.g. Google Chrome or Microsoft Internet Explorer); 3. enables administrators to issue, modify and cancel cards, as well as establish limits; 4. enables administrators to access the transaction data on the web portal as well as export the data in excel and pdf; 5. enables administrators to run established and customizable reports 6. enables cardholders to access their monthly statements as well as export the statement into excel or pdf; 7. available 24/7, including statutory holidays. 	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with this mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M6. End to End SSL Encryption</p> <p>The Bidder must provide industry standard end to end SSL encryption for all Senate credit card data.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M7. Data stored in Canada</p> <p>The Bidder must confirm in writing that all</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a</p>		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>data pertaining to the Senate of Canada must be stored in Canada throughout the life of the contract.</p>	<p>statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M8. Data Protection</p> <p>The Bidder must be compliant with the Payment Card Industry Data Security Standards (PCI DSS) and remain compliant throughout the life of the contract.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M9. Third-Party Service Providers</p> <p>The Bidder must list all third-party service providers that would have access to Senate cardholder data.</p> <p>PCI-DSS compliance must be assured for all listed third-party providers.</p> <p>PCI-DSS compliancy of the Bidder and any third-party service provider must be maintained throughout the life of the contract.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with the mandatory requirement. • A list of all third-party service providers that would have access to Senate cardholder data. • A statement indicating PCI-DSS compliance for all listed third-party providers. <p>This information must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M10. Backup Processes and Security Controls</p> <p>The Bidder must provide assurances that any removable media, such as Backup Tapes, used in the backup process are equivalent to the physical security controls used to protect the bidder's hardware hosting the Senate data.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M10) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M11. Security Clearance</p> <p>The Bidder must have processes in place to ensure Bidder's employees have the appropriate security clearances before they access any data pertaining to the Senate of Canada.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p>		

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>This information must be provided under Mandatory Criterion (M11) in your submission.</p> <p>Failure to provide the information specified 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 80% for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. The percentage rebate 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.

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference												
<p>R1. Foreign Countries</p> <p>The Bidder should provide the total number of foreign countries in which their card is accepted.</p>	<p>Maximum 10 points</p> <table border="1" data-bbox="703 1365 1101 1561"> <thead> <tr> <th>Number of countries</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>1 - 25</td> <td>3</td> </tr> <tr> <td>26 - 50</td> <td>5</td> </tr> <tr> <td>51 - 75</td> <td>7</td> </tr> <tr> <td>76 - 100</td> <td>9</td> </tr> <tr> <td>101 and up</td> <td>10</td> </tr> </tbody> </table>	Number of countries	Points	1 - 25	3	26 - 50	5	51 - 75	7	76 - 100	9	101 and up	10	
Number of countries	Points													
1 - 25	3													
26 - 50	5													
51 - 75	7													
76 - 100	9													
101 and up	10													
<p>R2. Experience with Similar Acquisition Card Program Implementations</p> <p>The Bidder should provide descriptions of two (2) recent acquisition card program implementations (recent meaning an acquisition card program that was implemented within the past five years). At least one of the two programs must have been with a Canadian government entity (federal, provincial, crown, or municipality). For each program, the Bidder shall provide the following information:</p> <ul style="list-style-type: none"> - name of Project Manager; - title; - company/department; - address; - current email address - current telephone number - a brief description of the program. 	<p>Maximum 20 points, (10 points for each program)</p> <p>Unsatisfactory – vaguely described and rated area is minimally addressed 0 - 2 points</p> <p>Satisfactory – some details described and rated area is basically covered 3 - 6 points</p> <p>Superior – very well defined – rated area is entirely covered 7 - 10 points</p>													
<p>R3. Project Management Approach</p> <p>The Bidder shall describe, <u>at a minimum</u>, their methodology, the roles of the proposed resources, how they will meet the timelines, and their plan to meet all other requirements of the Statement of Work .</p>	<p>Maximum 60 points</p> <p>Unsatisfactory – vaguely described and rated area is minimally addressed 0 - 10 points</p> <p>Satisfactory – some details described, and rated area is basically covered 11 - 30 points</p>													

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
	Superior – very well defined – rated area is entirely covered 31 - 60 points	
R4. Data Transmission to an Enterprise Resource Planning System (ERP) Bidder should demonstrate its system capabilities to set up customized data transmission to an ERP.	Maximum 25 points Unsatisfactory – vaguely described and rated area is minimally addressed 0 – 8 points Satisfactory – some details described, and rated area is basically covered 9 – 18 points Superior – very well defined – rated area is entirely covered 19 - 25 points	
R5. Security Clearance Bidder should provide a description of the processes in place to require appropriate security clearances for Bidder employees before they access any Senate of Canada data.	Maximum 10 points Unsatisfactory – vaguely described and rated area is minimally addressed 0 – 2 points Satisfactory – some details described, and rated area is basically covered 3 – 6 points Superior – very well defined – rated area is entirely covered 7 – 10 points	
Total of all the point rated technical criteria	125 points maximum	
Minimum pass mark (70%)	87.5 points required to pass	

4. Presentation (60 points)

The top three (3) highest scoring bidders who obtained a passing mark of 87.5 points or more will be invited to present and demonstrate their offer to the Senate of Canada.

The demonstrations will take place the week of November 4, 2019 at The Senate of Canada located 40 Elgin Street, Ottawa, Ontario, K1A 0A4 (room to be determined).

Each invited bidder can have up to a maximum of three (3) representatives to the presentation. Each invited bidder will have one (1) hour to conduct their presentation and one (1) hour to field questions from the evaluation team.

The Bidder should present a live interactive demonstration of their web-based system, through access to a test site replicating the live site. The demo should be populated with mock data and allow for the evaluation team to navigate through all areas.

Focus should be put on the following:

	Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
1	Bidders shall provide a general overview of their bilingual (French and English) web interface for both card administrators and cardholders. The demonstration shall include an overview of the following: <ul style="list-style-type: none"> • Account set-up and maintenance <ul style="list-style-type: none"> ○ Cardholder profile ○ Transaction limits ○ Card delivery ○ Card activation and de-activation 	Maximum 60 points Unsatisfactory – vaguely described and rated area is minimally addressed 0 – 10 points Satisfactory – some details described and rated area is basically covered 11 – 30 points

	Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
	<ul style="list-style-type: none"> ○ Restrictions ● Reporting capabilities ● Program tracking ● Monitoring capabilities <ul style="list-style-type: none"> ○ Monthly statements, including how questionable charges are identified, investigated and disputed ● Security features 	Superior – very well defined – rated area is entirely covered 31 – 60 points
	Total points for Presentation	60 points Maximum
	Minimum pass mark (70%)	42 points required to pass

5. Financial Evaluation

For bid evaluation and contractor selection purposes only, the evaluated rebate of a bid will be determined in accordance with Annex “B” - Rebate Schedule.

6. Basis of Selection

The proposals that meets the mandatory requirements, that obtains a minimum of 70% in the technical rated criteria, and who were invited to present their solution and obtained a minimum of 70% in the presentation will have their financial envelope opened.

The proponent offering the highest rebate for the initial 3-year period will be considered for award of contract.

PART 5- RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from the request for proposal.

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 Work 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.

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. 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 7.1 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

8. 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.

9. 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.

10. 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.

11. Safeguarding of Senate information

It is a **MANDATORY REQUIREMENT** of this RFP/Contract that the Contractor insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate of Canada Contracting Authority immediately in accordance with Section 7- Notice of this contract.

12. 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.

13. Miscellaneous Restrictions

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

14. Subcontracts

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

15. No Implied Obligations

It is the intention of the parties that this agreement is for the provision 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.

16. Performance

The Contractor shall report the performance under this agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

17. Amendments to the Contract

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

18. 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)

19. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

20. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

21. Advertisement

The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed to the Senate of Canada. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Contractor from Senate source files.

22. Entire Agreement

This contract constitutes the entire agreement between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other agreements relating to it unless they are incorporated by reference in the contract.

23. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

xxxx *To be Determined*
 xxxx
 Finance and Procurement Directorate
 The Senate of Canada
 40 Elgin Street, 11th floor
 Ottawa, ON K1A 0A4

Telephone: xxxx
 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

The Technical Authority is the representative of the department for whom the Service 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: _____

24. 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)*.

25. Period of the Contract

The Contractor shall, upon signature of both parties and *(to be determined at contract award)* supply and deliver the acquisition card services as described in this document.

26. Rebate Schedule

The rebate cheque must be issued to the Receiver General of Canada quarterly during the period of April 1 to March 31. The Senate requests that the rebate cheque for the fourth quarter be issued prior to March 31.

27. Invoicing

- I. The full amount of the monthly balance or billing cycle balance, except for disputed items, will be due within 30 business days from the billing cycle date of the Contractor invoice.
- 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. Payment by the Senate to the Contractor shall be made:
 - 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.

28. 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.

29. 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 WORK (SOW)

1.0 OVERVIEW

1.1 Introduction

The Senate of Canada (hereinafter “Senate”) uses acquisition cards to procure and pay for low dollar value goods and services, as well as fuel for Senate vehicles.

The Senate’s Finance and Procurement Directorate is responsible for all purchasing, accounts payable and receivable, budgeting, financial planning, and fiscal reporting activities within the organization. The acquisition cards are used strictly for the purchase of goods and services to support Senate operations. The administration of the acquisition card program resides within Procurement and is managed by the Acquisition Card Coordinator. The Senate of Canada uses an integrated Enterprise Resource Planning (ERP) (Unit4 Business World system).

1.2 Objectives

The objective of the Senate’s acquisition card program are to:

- i) Gain cost efficiencies;
- ii) Provide efficiency and convenience through single card capability;
- iii) Improve operations, particularly accountability and performance reporting;
- iv) Streamline ordering, procurement, payment and administrative procedures.

1.3 Current Arrangement

The Senate of Canada currently has one (1) contract in place with a financial institution to provide acquisition card services. The present contract will expire on December 31, 2019.

1.4 Volume Information

The Senate presently has 30 cards (20 acquisition cards to procure low dollar value goods and services and 10 acquisitions cards for the purchase of fuel).

For the last three fiscal years, the annual transaction amounts charged to the acquisition cards were as follows:

Fiscal Year 1 April to 31 March	Annual Transaction Amount
2016-2017	\$484,542
2017-2018	\$325,836
2018-2019	\$274,907

Note: The data provided in the table above is for information purposes only and is not a guarantee by the Senate of future transaction amounts.

1.5 Senate Acquisition Card Coordinator

The Acquisition Card Coordinator administers the acquisition card program at the Senate and is the primary point of contact for Senate cardholders. The Acquisition Card Coordinator will be the primary point of contact for the Contractor throughout the period of the contract.

2.0 REQUIREMENTS

2.1 Senate Timelines

The Senate requires that the Contractor, upon award, establish online access to the Contractor web portal, provide training to the Acquisition Card Coordinator and the Project Authority, as well as facilitate the order of the acquisition cards. The acquisition cards must be delivered to the Senate no later than December 13, 2019.

2.2 Account Management

- i. The Contractor must appoint a full time, bilingual Account Manager for the duration of the contract.
- ii. The Account Manager must be available to provide assistance to the Acquisition Card Coordinator and the Project Authority for the duration of the contract.

-
- iii. In the event of the Account Manager's absence and if deemed necessary by the Acquisition Card Coordinator, the Contractor must appoint a suitable replacement to carry out the responsibilities of the Account Manager.
 - iv. The Contractor must ensure that all necessary forms and documentation including electronic application forms are available in both official languages.
 - v. The Contractor must ensure that an escalation mechanism is in place to resolve all issues promptly.

2.3 Card Acceptance

The Contractor must provide a nationally and internationally recognized card with the widest possible acceptance.

The acquisition card must:

- i. be accepted by at least 150,000 merchant locations located in Canada and the United States;
- ii. be accepted and recognized internationally;
- iii. be flexible and allow for purchases to be ordered via telephone, online, or in person;
- iv. not include any set-up fees or service charges.

2.4 Card Design and Features

The Contractor must provide a distinctive card design and colour(s) that will identify the card uniquely as The Senate of Canada Acquisition Card. For example, the Senate logo should be added to the card.

- i. The Contractor is responsible for embossing and printing the acquisition cards.
- ii. The acquisition cards should not have automatic tap or mobile payment features.
- iii. The Senate shall have final authority on the basic design and such design must be provided at no charge.

2.5 Authorized and Unauthorized Use of the Card

- I. The Senate will be responsible for charges it has authorized.
- II. The Senate will pay for charges put on the cards by a cardholder provided that:
 - a. the user is a Senate of Canada employee and an authorized cardholder;
 - b. use is within the daily, weekly, monthly and single purchase limits established for the specific cardholder;
 - c. purchases for goods and services are made in accordance with the Senate policies and procedures.
- III. The Contractor must not, under any circumstances, hold the cardholder personally liable for any transaction.
- IV. The Contractor must not allow cash advance transactions.
- V. The Contractor must provide controls that will prevent the use of the card for purchasing goods and services that the Senate designates as restricted.
- VI. The Contractor will be responsible for charges from any unauthorized use of any card. Unauthorized use is defined any use or purchase that is prohibited by law, rules, policies, procedures, or any use which did not benefit the Senate, or any charge that was incurred by someone other than an employee of the Senate and who did not have actual, implied or apparent authority to use the card.
- VII. The Contractor must not seek, collect or accept any Senate cardholder personal information which includes but is not limited to, home address, phone number, social insurance number, etc.
- VIII. The Contractor must not perform credit checks on Senate employees
- IX. The Senate will not be liable for any charges against lost or stolen cards, where the charges occurred after the Contractor had been notified of the event.
- X. The Senate will not be responsible for charges incurred after written, email or verbal notice to the Contractor to cancel the card.

-
- XI. The Contractor must assume total financial responsibility for actions by any of its employees, agents or franchisees and subcontractors, in the delivery of acquisition card services to the Senate, including fraud and data breach.
 - XII. The Contractor systems' security procedures and measures must protect the integrity and proper functioning of those databases and systems critical to the operation of the acquisition card program.
 - XIII. The Contractor shall ensure that data pertaining to the Senate of Canada is stored in Canada throughout the life of the contract. In the event that this situation changes with the successful contractor, the contractor shall notify the Senate of Canada data is no longer stored in Canada, the Contractor SHALL notify the Senate in writing within 24 hours of becoming aware.
 - XIV. The Contractor must not, under any circumstances, divulge any personal or financial information pertaining to Senate employees or operations to any person or organization other than the Acquisition Card Coordinator or the Project Authority. The Contractor must not collect or accept personal cardholder information. These restrictions include the release of mailing lists of Senate cardholders to any other party.

The personal information pertaining to Senate employees or operations must be safeguarded at all times.

- XV. The Contractor agrees that the Senate must have the right to conduct onsite inspections during normal office hours, of any or all of its facilities and technical abilities during the period of the Contract or any extension, thereof.
- XVI. The Contractor must agree that all data and information resulting from this Contract is the property of the Senate and as such, the Contractor must not, under any circumstances, divulge any information to persons or organizations.

2.6 Card Administration: Issuance and Cancellation

The Contractor must ensure that:

- i. all requests pertaining to acquisition cards, whether cards are to be issued, cancelled or limits modified, must be authorized by the Acquisition Card Coordinator.
- ii. cardholders are not subject to credit checks prior to, or subsequent to, issuing a card.
- iii. each card must be linked to an account number and must have a card number unique to the card and cardholder.
- iv. all cards must be issued for a one-year period.
- v. the cards are to be delivered to the Senate, care of the Acquisition Card Coordinator, within ten (10) business days of receipt of an application and in urgent cases, within twenty-four (24) business hours.
- vi. a bilingual card activation process is in place where cards become active only upon confirmation by the cardholder.
- vii. cardholders enter security information in the form of a PIN in order to process transactions.
- viii. in the event of a lost or stolen card, a replacement card will be delivered within seventy-two (72) business hours of notification to the Contractor or within twenty-four (24) business hours in urgent cases.
- ix. cards are automatically renewed unless otherwise specified by the Acquisition Card Coordinator in writing.
- x. there is no fee for the issuance of a card or the replacement issuance of a card.

2.7 Card Administration: Access to one Web Portal

The Contractor must provide the Senate with access to one (1) web portal for the Acquisition Card Coordinator to administer the acquisition card program and the cardholders to view and access their statements as follows:

- a. The Acquisition Card Coordinator may access the web portal to:
 - i. issue and cancel acquisition cards;
 - ii. modify cardholder limits which take effect immediately, including but not limited to, single purchase dollar limits and monthly purchase dollar limits;
 - iii. access cardholder transaction data, including cardholder monthly transaction statements online;
 - iv. download cardholder transaction data in excel;
 - v. generate standard template and custom reports with user defined date ranges;
 - vi. inquire about questionable charges.

- vii. access the web interface 24 hours a day, seven days a week except in the case of regular maintenance and upgrades for which the Contractor will provide advance notification;
 - viii. access a toll-free number, online support and email address for support (i.e. to inquire about questionable charges or compromised cards).
- b. The cardholders may access the web portal to access their account to review transactions on their card and download/print their monthly statement. The cardholders should receive email notification when the statements are ready for download/print.

2.8 Card Administration: Training and Assistance

Throughout the period of the contract, the Contractor must provide assistance, training and support.

- i. The Contractor must provide bilingual training sessions and materials such as, but not limited to, live training sessions, user guides and online tutorials.
- ii. The Contractor must provide bilingual, 24/7 assistance, both online and via telephone.
- iii. Provide a separate, bilingual and 24-hour toll free, worldwide customer service telephone number where cardholders can inquire about billings and card acceptance, emergency assistance, card replacement and other services.

2.9 Card Administration: Billing Statements

The Contractor must provide access to electronic statements with the following features:

- i. Billing statements must be in Canadian dollars.
- ii. The billing period for monthly statements must be from first of the month to the last day of the month and must be clearly indicated on the statement.
- iii. The billing period for the fiscal year must be from April 1 to March 31.
- iv. The electronic statements must be made available for viewing and download via the web portal within 24 hours following the end of the billing period;
- v. The statements must summarize all transactions completed by the cardholder(s) pertaining to a single account (multiple cards/one account) on a single statement.
- vi. The transactions, monthly billing statements must be presented in the same format.

2.10 Card Administration: Disputed Charges

Disputed items may arise as a result of a number of situations such as, but not limited to, errors in additions, altered amounts, incorrect account number, posting or transaction amount, multiple processing, missing signatures, among other things.

The Senate must be able to report disputed items up to 90 days from the billing date and request credit on the next billing until the disputed item is resolved.

The existence of disputed items must not result in an account being in default. Written or electronic notification by The Senate of an objection under the method of payment conditions contained herein must be deemed to constitute a disputed item under this clause.

Should the Senate choose a payment option where the Contractor may charge interest on overdue amounts, interest must not be charged for disputed items.

The Contractor must provide the following for disputed items:

- i. Issue instant credit to the account until resolution for disputed items;
- ii. Provide additional transaction data to the Senate for purchase identification;
- iii. Investigate and resolve disputed items quickly with merchant or acquirer;
- iv. Provide a copy of all disputed items related correspondence upon request;
- v. Chargeback merchant or acquirer;

In the case of legitimate purchases, re-bill cardholder account in following cycle.

2.11 Card Administration: Compromised Cards

A compromised card is a situation in which information from a merchant has been compromised in a manner that may expose that particular card to an increase in fraudulent activity.

The bidder must have controls in place to prevent unauthorized use of the acquisition cards.

All measures must be taken by the Contractor to prevent acquisition cards from being compromised. In the event that the Contractor becomes aware of the possibility that acquisition card(s) have been compromised, the Contractor must notify the Acquisition Account

Coordinator within 24 hours. The Contractor must communicate by letter, e-mail or telephone the corrective action plan to the Acquisition Card Coordinator.

2.12 Card Administration: Payment of Accounts & Rebate

- i. An early payment incentive must be offered to the Senate choosing to select a fixed predetermined early payment schedule of 10 business days.
- ii. The Contractor must offer the Senate the possibility to select an early payment period.
- iii. The Contractor must accept payment methods such as payment by cheque and Electronic Fund Transfer.
- iv. The rebate cheque must be issued to the Senate quarterly during the period of April 1 to March 31. The Senate requests that the rebate cheque for the fourth quarter be issued prior to March 31.

2.13 Foreign Currency Conversion

The Contractor must ensure that charges made in foreign currency credited or debited to the account are converted into Canadian dollars on the statement, invoice or other related reports at a favorable exchange rate as established by an interbank rate at the time of the transaction. No transaction or other fees are charged for this service.

2.14 Phase-out (Transition Period) Provisions

The Contractor must, at the end of the operational phase of the Contract or upon notification by the Contract Authority of our intent to terminate the Contract, continue to provide the same level of service on a reduced volume basis, under the same terms, conditions and pricing as stipulated in the Contract for a period not exceeding 12 months to clear transactions and 6 months to honor cards. The total contract period includes the operational phase and does not include phase-out (transition) period.

2.15 Language

The Contractor must ensure that all services including written communication are available in both official languages (English and French).

The Contractor must offer all communication in the cardholder's official language of choice.

2.16 Contingency and Disaster Recovery Plan

The Contractor must have a formal Contingency and Disaster Recovery Plan in place, in the event of power shortage, fire, labor disruption or any other situation that could lead to a disruption in provision of this service, and a copy to be provided upon request.

2.17 Data Security and Back Up

The Contractor must be compliant with Payment Card Industry Data Security Standards (PCI-DSS).

The Contractor must ensure that any removable media, such as Backup Tapes, used in the backup process must have the equivalent physical security controls used to protect the hardware hosting the Senate solution.

The Contractor must have processes in place to ensure that only Contractor's employees with a legitimate business purpose will have access to Senate data and how these processes are enforced.

The Contractor must provide assurance that the Senate will be informed in writing, within a reasonable timeframe of any security incidents or breaches that could or has affected Senate data.

2.18 Periodic Threat and Risk Assessment

The Contractor must ensure that periodic Threat and Risk Assessments are performed on its IT systems and business processes pertinent to the acquisition card services provided. Results of the Threat Risk Assessment must be shared upon request of the Senate.

The Contractor must have processes in place to ensure that only Contractor's employees with a legitimate business purpose will have access to Senate data and how these processes are enforced.

ANNEX B – REBATE SCHEDULE

This rebate is based on the number of days in which the monthly invoice is paid by the Senate. Upon program implementation, the Senate can select an early payment schedule choosing to pay anywhere from 10 days from billing. This figure will be used for evaluation purposes.

The proposed rebate must include the provision of an incentive to the Senate in the form of a rebate on billed amounts for early payment of accounts. The early payment incentive is to be included in the form of an annual percentage rate.

Transaction Volume any level	Early Payment Rebate Rate		
	Initial 3 year period	Option year 1 (if exercised)	Option year 2 (if exercised)
Annual rebate rate			


Note: The rebate cheque must be issued to the Receiver General of Canada on a quarterly basis and received within in the period between 1 April to 31 March.

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: <input style="width: 95%;" type="text"/>	Tel: <input style="width: 95%;" type="text"/>
OPERATING NAME: <input style="width: 95%;" type="text"/>	Tel: <input style="width: 95%;" type="text"/>

ADDRESS:

Street No. /PO BOX: <input style="width: 95%;" type="text"/>	Postal Code/Zip: <input style="width: 95%;" type="text"/>
City: <input style="width: 40%;" type="text"/>	Province / State: <input style="width: 20%;" type="text"/> <input style="width: 20%; border: 1px solid black;" type="text"/>
Country: <input style="width: 60%; border: 1px solid black;" type="text"/>	

Remittance Address if different from above:

Street No. /PO BOX: <input style="width: 95%;" type="text"/>	Code Postal/Zip: <input style="width: 95%;" type="text"/>
City: <input style="width: 40%;" type="text"/>	Province / State: <input style="width: 20%;" type="text"/> <input style="width: 20%; border: 1px solid black;" type="text"/>
Country: <input style="width: 60%; border: 1px solid black;" type="text"/>	

HST/GST (If applicable Corporation)	<input style="width: 95%;" type="text"/>
Social Insurance Number (for Contractor)	<input style="width: 95%;" type="text"/>

Section 2 - SUPPLIER PAYMENT DETAILS

<input type="radio"/> CANADIAN \$	<input type="radio"/> OTHER CURRENCY <input style="width: 50px;" type="text"/> (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 - Recommended
-------------------------------------	---

Direct Deposit Email Payment Notification:

EMAIL Address 1	<input style="width: 95%;" type="text"/>
EMAIL Address 2	<input style="width: 95%;" 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: 95%;" type="text"/>	
Signature: <input style="width: 45%;" type="text"/>	Date: <input style="width: 45%;" type="text"/>

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