

SENATE



SÉNAT

CANADA

REQUEST FOR STANDING OFFER (RFSO)

Subject:

PROVISION OF SIMULTANEOUS INTERPRETATION EQUIPMENT AND SERVICES

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

Issue Date:	Closing Date and Time:	RFSO No:
March 3, 2020	March 17, 2020 at 11:00 AM EST	SEN-066 19/20

SENATE INFORMATION

<p>For delivery and all inquiries:</p> <p>Contact: Kelly Shields Title: Senior Procurement Officer Telephone no: 613-995-8888 E-mail: Proc-Appr@sen.parl.gc.ca</p>	<p>Offers can be delivered by e-mail only to the address of the Contracting Authority below.</p> <p>E-mail: Proc-appr@sen.parl.gc.ca</p> <p>PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER INDICATED ABOVE.</p>
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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. This also applies to Bidders submitting an offer as a joint venture.

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



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PART 1 - GENERAL INFORMATION

1. Introduction

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the 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 Standing Offer and 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 Typical Senate Committee Hearing Room Set Up
- Annex D Language Proficiency
- Annex E Direct Deposit Form.

2. Summary

The Senate of Canada (Senate) is seeking proposals to establish one (1) or more Standing Offers per stream for the provision of comprehensive state-of-the-art simultaneous interpretation equipment and services in support of Senate Committee hearings.

The Standing Offer would be valid for a period of three (3) years from the date of standing offer award, with the option to renew the standing offer for two (2) additional 1-year periods as defined at Annex "A" – Statement of Requirement.

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. Language of Bid Submission

The Bidder may submit their bid in either English or French.

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 RFSO 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 business 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.
Call up:	a call up is a purchase order issued against the resulting Standing Offer Agreement (SOA) to order goods and services with a specific delivery date.
National Capital Region	is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec, and surrounding urban and rural communities.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Standing Offer for the provision of services as described in the Annex “A - Statement of Requirement (SOR) and in accordance with the stated mandatory requirements set forth in this Request for Standing Offer.

2. Signature Requirement

- I. Page 1 of this Request for Standing Offer (RFSO) 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 RFSO.
- 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 **five (5) 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 electronic copies of documents submitted in response to this Request for Standing Offer shall become the property of the Senate of Canada and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFSO 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. Enquiries regarding this RFSO must be received by e-mail at: Proc-appr@sen.parl.gc.ca by the contracting officer, no later than **March 11, 2020 by 11am EST**. 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 RFSO will be provided to all Bidders by simultaneously posting responses to Buy and Sell without revealing the sources of the inquiry.

7. 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.

8. Price Justification

If there is a sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justifications:

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for similar goods and 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 RFSO documents

This Request for Standing Offer 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 Standing Offer 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

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.

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 « E » - Direct Deposit Form

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

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.**

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

- I. Pricing must include all requirements as set forth in the RFSO.
- II. Bidders must submit their Financial Proposal, in Canadian funds, in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

File IV: Annex “E”

Bidders must complete, sign and return Annex “E” – 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 Standing Offer 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 **two (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. The bidder must include the Mandatory Criteria table as appendix in their proposal and ensure that the page and paragraph number in the Bidders' Proposal is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFSO. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Technical Criteria	Submission Requirements	Met/Not Met	Cross Reference
<p>M1. Regions of Submission</p> <p>Bidder must indicate which Stream(s) they are bidding on.</p> <p>Streams of Service by Regions:</p> <ol style="list-style-type: none"> 1. Stream 1 – Pacific (British Columbia); 2. Stream 2 – Prairies (Alberta, Saskatchewan and Manitoba); 3. Stream 3 – Ontario; 4. Stream 4 – Quebec; 5. Stream 5 – Atlantic Canada (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador); 6. Stream 6 – Northern Canada (Yukon, Northwest Territories and Nunavut). 	<p>In order to meet this Mandatory requirement, the Bidder must:</p> <ul style="list-style-type: none"> • provide a statement indicating the Stream or Streams that they will be bidding on. <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

Mandatory Technical Criteria	Submission Requirements	Met/Not Met	Cross Reference
<p>M2. Understanding of Requirements</p> <p>The Bidder must demonstrate their ability to provide simultaneous interpretation service to the Senate of Canada.</p> <p>The information provided in this Mandatory requirement will be used to evaluate rated criteria R1.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • a description how they will provide simultaneous Interpretation service as described in Annex A - Statement of Requirement (SOR) and at the Annex C - Typical Senate Committee Hearing Room Set up <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M3. Corporate Experience:</p> <p>The Bidder must demonstrate that they have, at a minimum, five (5) years of experience within the last eight (8) years, providing simultaneous interpretation equipment and services.</p>	<p>To meet this mandatory criterion, the bidder must provide a declaration that contains the following information:</p> <ol style="list-style-type: none"> a) the length of time the Bidder has been in the simultaneous interpretation business; b) the number of employees that work for the company in the service delivery of work relevant to this RFSO; c) the location of the main office(s) and business hours. <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. References</p> <p>The Bidder must provide two (2) client references for whom it has provided simultaneous Interpretation service within the last three (3) years.</p> <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate of Canada reserves the right to contact any or all of these references.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide for each reference:</p> <ul style="list-style-type: none"> • Name of company • Contact Name • Valid phone number and e-mail address for the contact. • Period of time providing services to the client. (MM/YY to MM/YY) • nature of the services provided to this client. <p>All information requested 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>		

Mandatory Technical Criteria	Submission Requirements	Met/Not Met	Cross Reference
<p>M5. Bidder’s Representative</p> <p>The Bidder must designate an account manager who will act as the principal point of contact for all matters related to the supply and delivery of simultaneous interpretation equipment and services. . The Bidders representative must be bilingual as per Annex D - Language Proficiency, level Intermediate</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> Account Manager’s full name Contact Information (including telephone number and e-mail address) A statement that confirms the account manager meets the bilingual language proficiency requirement as per Annex D - Language Proficiency, level Intermediate <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Cancellation Policy</p> <p>The Bidder must provide a copy of their cancellation policy.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> A copy of their cancellation policy. <p>All information requested must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M7. Data stored in Canada</p> <p>The Bidder must confirm that all data pertaining to the Senate of Canada must be stored in Canada.</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 (M7) 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 **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. The bidder must include the Point Rated Technical Criterion table in their proposal and ensure that the page and paragraph number in the Bidders’ Appendix is indicated in the column entitled “Cross Reference” for all rated 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 technical criteria are:

TECHNICAL MERIT Point Rated Technical Criteria	Maximum No. of Points Available	Cross Reference
<p>R1. Understanding the Requirement</p> <p>The Bidder shall demonstrate their understanding of the requirement outlined in the Annex “A” - Statement of Requirement, , as referenced in M2.</p>	<p>Maximum 25 points</p> <p>0 points: Information provided does not address the criteria.</p> <p>1-5 points: Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p>6-18 points: Information provided demonstrates understanding of most but not all the elements of the rated criteria.</p> <p>19-25 points: Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria.</p>	
<p>R2. Methodology and Workplan</p> <p>The Bidder shall demonstrate an understanding of the requirement of the proposed set up of the simultaneous interpretation equipment and services utilizing:</p> <ul style="list-style-type: none"> • Annex C – Typical Senate Committee Hearing Room Set Up, and as per the requirements; and • as described in Annex A – Statement of Requirements to build a checklist that describes the following: <p>The Bidder will create a checklist that lists the requirements in order of priority identifying what steps they will take to set up the interpretation equipment in order to provide the end result which would be the floor plan for a larger group as identified in Annex C - Typical Senate Committee Hearing Room Set Up.</p>	<p>Maximum 25 points</p> <p>0 points: Information provided does not address the criteria.</p> <p>1-5 points: Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p>6-18 points: Information provided demonstrates understanding of most but not all the elements of the rated criteria.</p> <p>19-25 points: Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria.</p>	
<p>R3. Corporate Experience</p> <p>The Bidder’s experience in the delivery of simultaneous interpretation equipment and services.</p> <p>The Bidder shall demonstrate experience which is above and beyond the minimum of five (5) years, identified in M3.</p>	<p>Maximum 10 points</p> <p><u>2 Points:</u> 5+ to 7+ years of experience;</p> <p><u>5 Points:</u> 8 to 9+ years of experience;</p> <p><u>7 Points:</u> 10 to 12 years of experience;</p> <p><u>10 Points:</u> 12+ years of experience.</p>	

TECHNICAL MERIT Point Rated Technical Criteria	Maximum No. of Points Available	Cross Reference
R4. Shipping Best Practices The Bidder shall demonstrate the best practices (per Stream bid) they utilize when shipping the portable interpretation equipment, to ensure most economical method of shipment is used while ensuring timely delivery to specific locations in Canada, as per the selected stream or streams in M1. Per Stream bid on: <ul style="list-style-type: none"> Describe the shipment/return processes: Identify whether a shipping Sub-contractor would be utilized. 	Maximum 10 points 0 points: Information provided does not address the criteria. 1-3 points: Information provided demonstrates a minimal understanding that is relevant to the stated criteria 4-6 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria. 7-10 points: Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria	
R5. Environmental Considerations The Senate of Canada requests that its suppliers demonstrate and develop good environmental practices.	Zero or 5 points The bidder shall outline environmental practices that their firm follows. 0 points: The bidder does not outline their companies' environmental considerations. 5 points: The bidder clearly outlines their companies' environmental considerations.	
R6. Safe Working Environment Bidder shall adhere to the Canada Occupational Health and Safety Regulations as their best industry standard practices.	Zero or 5 points The Bidder shall provide their companies' health and safety plan. 0 points: The bidder does not provide their valid Health and Safety Plan 5 points: The bidder provides their valid Health and Safety Plan.	
Total of all the Point Rated technical criteria	80 points maximum	
Minimum pass mark (70%)	56 points	

4. 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 - Annex B.

5. Basis of Selection

Highest Combined Rating of Technical Merit (70%) and Price (30%)

A proposal must comply with all the requirements of the RFSO. If it is determined that a proposal does not comply with any of the requirements of the RFSO, 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 Technical Evaluation
- Phase 2 – Rated Technical Evaluation
- Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Technical Evaluation

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

The Senate will perform an evaluation on each stream separately.

Phase 2 – Rated Technical Evaluation

In Phase 2, the proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical evaluation 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 per Stream for those proposals deemed responsive in Phases 1 and 2 will be determined in accordance with the following formula:

$$\frac{\text{Technical Proposal Score} \times 70}{\text{Maximum Number of Points}} + \frac{\text{Lowest Price} \times 30}{\text{Bidder's Price}} = \text{Combined Evaluation Score}$$

The bidder with the highest combined evaluation score will be considered for the award of a Standing Offer Agreement per Stream.

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- STANDING OFFER AND RESULTING CONTRACT CLAUSES

1. Offer

- I. The contractor is to provide and deliver to the Senate of Canada the services described in this Standing Offer, Annex "A" – Statement of Requirement (SOR) in accordance with the pricing set out in the Standing Offer, Annex "B" – Basis of Payment if and when the Senate of Canada may request such goods and services, in accordance with the conditions listed at subsection 2 below.
- II. The contractor understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for the goods and services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) the Senate of Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) the Standing Offer cannot be assigned or transferred in whole or in part; and
 - d) the Standing Offer may be cancelled by the Senate of Canada at any time.

2. General

The contractor acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit the Senate of Canada to procure or contract for services listed in the Standing Offer. The contractor understands and agrees that the Senate of Canada has the right to procure the services specified in the Standing Offer by means of any other contract, Standing Offer or contracting method.

3. 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 3.1 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.

4. Replenishment of Standing Offer Agreement list

- I. The Senate of Canada reserves the right to "replenish" the list of SOA's by offering an SOA to another firm. The basis for deciding which firm will be offered a "replenishment" SOAs shall be "the next ranked firm as per rankings established".
- II. Firms offered replenishment SOAs within 3 years of initial award of SOAs will be expected to honor the rates submitted for the initial period in response to this RFSO. Firms offered replenishment SOAs more than 3 years after initial award of SOA will be offered an adjustment of their unit prices. The term of any resulting SOA will be from award to the initial end of Standing Offer Agreement date.
- III. Should the Senate of Canada exercise its right under item 4 - I above, the next ranked Bidder shall provide, within 5 days of written notification, shall supply all documents and information that were provided and evaluated under this RFSO.

5. Withdrawal

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

6. Standing Offers Reporting

- I. The contractor must compile and maintain records on its provision of services to the Senate of Canada under contracts resulting from the Standing Offer.
- II. The contractor shall report the performance under this Standing Offer to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

7. Term of Standing Offer

7.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer and providing services is three (3) years, from the date of Standing Offer award to *(To be identified upon standing offer issuance)* inclusive.

7.2 Extension of the Standing Offer

- I. The contractor grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period under the same conditions.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the contractor at least two (2) weeks before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

8. Call-up Instrument

The work will be authorized using a Senate of Canada Purchase Order.

9. Priority of Documents

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

- a) the call-up against a Standing Offer (purchase order), and any annexes;
- b) the articles of the Contract;
- c) the articles of the Standing Offer;
- d) the annexes of the Standing Offer; and
- e) Bidder's proposal dated xxxxxxxx.

10. Applicable Law

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

11. Default by the Contractor

- I. If the Contractor is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Contractor, terminate for default the Standing Offer, any Resulting Contract(s) or part of the Standing Offer or any Resulting Contract(s). The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Standing Offer Authority may, by giving written notice to the Contractor, immediately terminate for default the Standing Offer, any Resulting Contract(s) or part of the Standing Offer or any Resulting Contract(s).
- III. If the Senate of Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Senate of Canada for all losses and damages suffered by the Senate of Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate of Canada in procuring the Work from another source. The Contractor agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

12. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 2. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

13. 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 services 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. The Senate of Canada reserves the right to terminate the Standing Offer Agreement of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timelines and/or respect the rates (this list is non-inclusive) identified in the SOA.

14. Status of the Contractor

- I. The Contractor is an independent entity engaged by the Senate of Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Senate of Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Senate of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Senate of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.
- II. Under no circumstances shall the Contractor use any stationery with a Senate of Canada letterhead to conduct business under this agreement.
- III. It is the intention of the parties that the agreement is for the provision of services and that the Contractor is engaged as an independent contractor providing goods and/or services to the Senate of Canada and that the Contractor's Employees are not engaged as Senate of Canada employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate of Canada.
- IV. No Contractor or their staff can render services or benefit from payments under a contract with the Senate of Canada 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.

15. Conduct of the Work

- a) The Contractor represents and warrants that:
 - a) it is competent to perform the Work;
 - b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.

- b) The Contractor must:
- a) perform the Work diligently and efficiently;
 - b) except for Senate property, supply everything necessary to perform the Work;
 - c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d) select and employ a sufficient number of qualified people;
 - e) perform the Work in accordance with standards of quality acceptable to the Senate of Canada and in full conformity with the specifications and all the requirements of the Contract; and
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

16. Subcontracts

- I. In any subcontract, the Contractor must, unless the Standing Offer Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to the Senate of Canada than the conditions of the Standing Offer.
- II. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

17. Time 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.

18. Compliance with Applicable Laws

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

19. Indemnity Against Claims

Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:

- I. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
- II. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate of Canada.

20. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two years following the completion of the work.

21. Amendment

To be effective, any amendment to the Contract must be done in writing by the Standing Offer Authority, or designated authority, and the authorized representative of the Contractor.

22. Ownership of Intellectual and Other Property Including Copyrights

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

23. Assignment

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

24. Suspension of the Work

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

25. Default by the Contractor

- I. If the Contractor is in default in carrying out any of its obligations under the Contract, the Standing Offer Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Standing Offer Authority may, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- III. If the Senate of Canada gives notice under subsection 1 or II, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Senate of Canada for all losses and damages suffered by the Senate of Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate of Canada in procuring the Work from another source. The Contractor agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

26. Conflict of Interest

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

27. Health and Safety

- I. The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a) Refraining or minimizing the use of scented products while in the Senate workplace;
 - b) Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
 - c) No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

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

- II. The Contractor must comply in full with the Health and Safety requirements on any facility, that the Committee hearing would take place.

28. Discrimination and Harassment in the Workplace

- I. The Contractor declares that its employees have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor employees during the life of 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.

29. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of goods to be acquired under this contract shall be treated as confidential during and after the acquisition of the goods or the provision of the services.

30. Safeguarding of Senate Information

It is a **MANDATORY REQUIREMENT** of this 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 3 - Notice.

31. Advertisement

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

32. Integrity Provisions – Contract

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the Contract. If the Contractor made a false declaration in its offer, makes a false declaration under the Contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

33. 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.

34. 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 contracts awarded that have a value of more than \$10,000.00 or whose value has exceeded \$10,000.00 via amendment.

35. Authorities

35.1 Standing Offer Authority

The Standing Offer Authority is:

Kelly Shields
Senior Procurement Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th Floor
Ottawa, ON K1A 0A4
Telephone: 613-995-8888
E-mail: Proc-appr@sen.parl.gc.ca

35.2 Project Authority

(To be identified upon standing offer issuance)

35.3 Contractor's Account Representative

(To be identified upon standing offer issuance)

36. Financial Limitation

The total cost to the Senate of Canada resulting from call ups against Standing Offer must not exceed the sum of \$xxxxxxx. Applicable Taxes extra, unless otherwise authorized in writing by the Standing Offer Authority. The Contractor must not perform any work in response to call ups which would cause the total cost to the Senate of Canada to exceed the said sum, unless an increase is so authorized.

37. 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 C.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

38. Invoicing

- I. For each purchase order issued against any resulting Standing Offer Agreement, the Contractor shall submit one detailed invoice which must include, at a minimum:
 - i. the date the good was delivered;
 - ii. a list of the items with the quantity and cost;
 - iii. the contract reference number;
 - iv. transportation;
 - v. travel, meals & accommodation of contractor's employees attending the conference;
 - vi. quote estimates of pre-approved Per-Diem rates.
- 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 Senate's 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.

39. 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 E with your offer.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

40. 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.

41. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate 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)

1. Introduction

Examining and revising legislation, investigating national issues and representing regional, provincial and minority interests – these are important functions of Canada’s Senate. Senators represent, investigate, deliberate and legislate.

Senate committees are an integral and important part of the legislative process. A committee performs work referred to it by the Senate through an order of reference. Committees study proposed legislation, government expenditures (the estimates) and conduct special studies. When a committee has completed its work or a part thereof, it presents its findings and recommendations in the form of a report to the Senate.

Committee work is important because it gives Senators an opportunity to examine in detail the subject under review. This examination process usually includes hearings conducted in both official languages, which allow Senators to question groups and individuals on their views. Senate committee reports have been well received throughout the years and have influenced public policy development in Canada.

When undertaking special studies or legislation, committees will sometimes travel to more fully examine a particular issue and to allow the committee to hear from a wider variety of witnesses. These trips can occur on short notice and can have a variety of complex logistical details – e.g. multiple destinations within a few days. On average 15 trips are conducted each fiscal year.

When travelling within Canada, a committee may either hold public hearings or conduct fact-finding missions that are related to the subject being studied. Public hearings involve all the services and formalities of an official committee meeting in Ottawa. The meetings are open to the public and the proceedings are interpreted, transcribed, translated and published in both official languages. When a committee holds public hearings outside of Ottawa (but inside Canada), its proceedings have the full protection of parliamentary privilege.

The Senate of Canada holds a variety of committee meetings in various locations across Canada and requires experienced companies to provide state-of-the-art simultaneous interpretation equipment and services including high quality digital recordings or broadcasting of its hearings.

For fact-finding missions, committees may require portable equipment for the simultaneous interpretation of informal meetings or site visits. However, records from these less formal meetings are neither transcribed nor published.

It is possible that more than one committee may travel in a particular region during the same time period.

2. Objective

The Senate requires a comprehensive provision of state-of-the-art simultaneous interpretation equipment and services to support of Senate Committee hearings at various locations within Canada, as identified in Section 3 below.

Equipment and staff required to provide the services must either be located and/or available in the region where the work is scheduled to take place.

3. Location of Work

The work locations have been divided into six (6) Streams. Within each stream, cities have been identified as possible locations where the contractor may need to provide equipment and services. This listing of cities by stream(s) is not exhaustive.

Regions (Streams):

Stream 1 - Pacific (British Columbia)

- 1) Kelowna, BC;
- 2) Williams Lake, BC

Stream 2 - Prairies (Alberta, Saskatchewan and Manitoba)

- 1) Sainte-Anne, MB;
- 2) Saskatoon, SK

Stream 3 - Ontario

- 1) Welland, ON
- 2) Thunder Bay, ON

Stream 4 - Quebec

- 1) Sherbrooke, QC
- 2) Montreal, QC

Stream 5 - Atlantic Canada (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador)

- 1) Halifax, NS
- 2) Landry, NB

Stream 6 – Northern Canada (Yukon, Northwest Territories and Nunavut)

- 1) Inuvik, NT
- 2) Iqaluit, NU

4. Scope of Work

The simultaneous interpretation equipment and services requirement to support the Senate Committee hearings includes but may not be limited to the following:

I. Global requirement

State of the art equipment and as per Annex D: Language Proficiency, an bilingual intermediate level technical staff must be available on a when and where requested basis.

II. Public Hearings

The equipment required includes the following:

- soundproof interpretation booths,
- interpretation infrared listening system (3 channels, one for floor, one for English, one for French),
- numerous microphones, amplifications, and other applicable items depending on the room and meeting size.
- Back-up equipment must be available without undue delay if there are problems.

For each event, qualified staff must be available for the following:

- To set up, install, test and dismantle the equipment, and;
- to operate equipment and act as console operator during committee meetings; and
- be an active participant during the meeting – turning ON/OFF Microphones for everyone present.

III. Fact-Finding Missions

The Senate requires portable equipment including wireless portable interpretation equipment and a minimum of 20 receivers to be available on location and/or shipped the event itself as required.

IV. Service Timing

Service may be requested with two-week's notice (more quickly on rare occasions). However, the Senate may implement last minute changes to schedule and audio-visual requirements, as necessary.

Multiple simultaneous meetings may require service at the same time, as more than one committee may be travelling at the same time in the same region, or a committee may be in one city in the evening and another city the next morning.

5. Contractor's Deliverables

- All necessary equipment, technical staff and expertise to enable a committee meeting to be broadcast, recorded and interpreted.
- Digital files of each half day of proceedings immediately following the adjournment of proceedings.
- Reporting – Reporting must be provided with listing all billable items for invoicing purposes and the list must be provided with the invoice to the Senate of Canada.

6. Contractor's Responsibility

- The technical staff, that will undertake the work, must be appropriately dressed (business casual);
Ensure that all data pertaining to the Senate of Canada must be stored in Canada;
- Must actively participate in services, during the meetings;
- turn ON/OFF Microphones for everyone present;

- Must maintain a 24-hour contact number reachable outside normal office hours - Committees often arrive late at night or at the last minute before a meeting and need to be able to contact someone if there is a problem;
- Must be able to provide bilingual staff and equipment within two weeks' notice;
- The supplier must ensure that a single point of contact is provided that is reachable at all times while on-site.
- Must be able to provide staff and equipment in remote areas as identified in Annex B – Statement of Requirements - Section 3. Locations of work;
- All equipment must be shipped to hotel where the Committee will be travelling;
- Shipping costs for portable equipment shall be borne by the Supplier.
- The bidder must confirm that they are able to provide (3) audio recordings in French and 3 audio recordings in English of the meeting, and that a copy of the recording be made available to the Technical Authority, Senate publications team and stenographers. The recordings must be provided within 24 hours of the meeting.
- The Bidder must confirm that they have after-hour support, and they must provide an email address and telephone number of a representative that can be contacted for all emergency communication.

7. The Senate of Canada Responsibility

- The Senate of Canada will confirm time and place for required services as early as possible;
- Will book the location conference room
- Will validate the requirements with the Contractor, two (2) days prior to the event.
- Will book interpreters; and
- Will not pay for travel, accommodation, or meals for Contractor's personnel, when working in the National Capital Region.

8. Cancellation Policy

The Senate may cancel an event at any time and will do its best to provide notice 48 hours before the scheduled event wherever possible.

ANNEX “B” – BASIS OF PAYMENT

Pricing must include all requirements as set forth in the RFSO. The Bidder must bid on all items within each stream being bid on for 1.0 Technical Services and and 3.0 Equipment Rental Services.

ITEM PRICING LIST

Prices listed must be all-inclusive.

1.0 – TECHNICAL SERVICES

Item #	Categories	Hourly Rate of Service					
		Streams					
		Stream 1 Pacific (British Columbia)	Stream 2 Prairies, Alberta, Saskatchewan and Manitoba)	Stream 3 Ontario	Stream 4 Quebec	Stream 5 Atlantic Canada (New Brunswick, Prince Edward Island. Nova Scotia, Newfoundland and Labrador)	Stream 6 Northern Canada (Yukon, Northwest Territories and Nunavut)
1a.	Technical Service Representative						
1b.	Delivery Charge						
1c.	Pickup Charge						
1d.	Shipping Costs						
1e.	Standard Cancellation charges						
Total Technical Services							
Please Identify the Overtime Rate:							
<i>Number of regular hours worked per day:</i>							
<i>Number of hours in which 1.5x rate starts:</i>							
<i>Number of hours in which 2x rate starts:</i>							

2.0 TRAVEL AND LIVING EXPENSES

Travel Expenses:

The Contractor is required to make transportation arrangements, and invoice as per the current Treasury Board travel directive or be subject to the committee's arrangements. There shall be no mark-up on transportation bills.

Travel expenses must be in accordance with the current Treasury Board Secretariat Directive allowances.

Link to the Treasury Board/National Joint Council, Travel and other related directives, Appendix C - Allowances - Modules 1, 2 and 3 - Schedule C:

<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en#s659-tc-tm>

Accommodation Expenses:

The Contractor must submit a copy of the bill for the accommodation alongside their invoice for the work. There shall be no mark-up on accommodations.

Living expenses must be in accordance with the current Treasury Board Secretariat Directive allowances.

Link to the Treasury Board/National Joint Council, Travel and other related directives, Appendix C - Allowances - Modules 1, 2 and 3 - Schedule C:

<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en#s659-tc-tm>

Meals:

Meals must be in accordance with the current Treasury Board Secretariat Directive allowances.

Link to the Treasury Board/National Joint Council, Travel and other related directives, Appendix C - Allowances - Modules 1, 2 and 3 - Schedule C:

<https://www.njc-cnm.gc.ca/directive/d10/v238/s659/en#s659-tc-tm>

3.0 – EQUIPMENT RENTAL SERVICES

		Daily Rate of Service					
Item #	Categories	Streams					
		Stream 1	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6
		Pacific (British Columbia)	Prairies, Alberta, Saskatchewan and Manitoba)	Ontario	Quebec	Atlantic Canada (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador)	Northern Canada (Yukon, Northwest Territories and Nunavut)
3a.	Wireless audio receiver/transmitter						
3b.	Microphone						
3c.	Floor stand for microphone						
3d.	Audio recorder						
3e.	Storage medium for digital recording						
3f.	Interpretation booth						
3g.	Headphones						
3h.	Desk lamp						
3i.	Multi-channel mixer						
3j.	Amplifier						
3k.	Speakers						
3l.	Equalizer						
3m.	Speaker stand						
3n.	Various cables, electrical extension cords etc.						
3o.	Portable interpretation transmitter (including wireless microphone)						
3p.	Portable interpretation receivers (headset)						
3q.	Power Bars						
	Total Cost						

GRAND TOTAL of 1.0 TECHNICAL SERVICES + 3.0 EQUIPMENT RENTAL SERVICES

		Streams					
Item #	Categories	Stream 1	Stream 2	Stream 3	Stream 4	Stream 5	Stream 6
		Pacific (British Columbia)	Prairies, Alberta, Saskatchewan and Manitoba)	Ontario	Quebec	Atlantic Canada (New Brunswick, Prince Edward Island, Nova Scotia, Newfoundland and Labrador)	Northern Canada (Yukon, Northwest Territories and Nunavut)
		Grand Total 1.0 TECHNICAL SERVICES + 3.0 EQUIPMENT RENTAL SERVICES					

4.0 TRANSPORTATION RATES

(To be identified upon standing offer issuance)

5.0 Financial - Basis of Award

The Basis of Award will be the total of 1.0 – Technical Services and 3.0 – Equipment Rental of this Annex. The results will be used for evaluation purposes only.

ANNEX “C” – TYPICAL SENATE COMMITTEE HEARING ROOM SET UP

Floor Plan for travel group

Typical Senate Committee Hearing Room Set Up – To be used for Rated Technical Criteria R2

There are three (3) major functions at each public audience sitting: audio recording (to be provided digitally at the end of the sitting day), public address system (floor audio), as well as audio interpretation services (for both the Senators and the public audience). The latter needs to be accessible in all areas of the room for all parties (language spoken French and English).

The following breakdown is a work related scenario for design set up and requirements that should be used for **Rated Technical Criteria R2**:

- Bidders are to assume that the committee will meet on a weekday from 9 a.m. to 5 p.m. with a one (1) hour break for lunch and that the room will be available from 8 p.m. on the previous day.
- Bidders are required to provide full details of all the equipment, related pieces and technical staff necessary to conduct simultaneous interpretation based on each region (if applicable):
- The bidder must use the Floor plan for larger group, as provided in this Annex, where the Floor plan for small group has been provided as reference only.
- The bidder must use the Floor plan for larger group, -as provided in this Annex when completing Rated Technical Requirement R2 and the following criteria:
 - 17 participants at the table need to listen and speak in a microphone (up to 15 Senators, up to 6 witnesses, 4 committee staff);
 - 2 participants at the table need to listen only (2 stenographers);
 - 2 participants in the interpretation booth need to listen and speak in a microphone (interpreters);
 - Minimum 30 other people need headsets to listen only (members of the public, media, staff and technical staff/console operators).
 - The bidder must clearly identify how they would set up the room to provide the best service possible.
 - The bidder must identify how they would record the proceedings for Senate Staff (2 Stenographers and Publication Team)
 - The bidder must clearly identify how they would share the information and in which format.
 - The bidder must confirm that they are able to provide (3) audio recording of the meeting (three (3) French and three (3) English), and that a copy of the recording be made available to the Technical Authority, Senate publications team and stenographers

Floor plan for small group

Interpretation booth that will be installed by our AV company.
 The booth measures 6'W X 6'D X 7'H. We will need a 6 ft table and 2 chairs inside the booth

Table for documents

Table for the food during breaks only. The lunch will be served in a separate meeting room.



AV : Please put power bars where the Xs are. Please see in green what we need from you. We need mics and headsets at every seat around the hollow square.

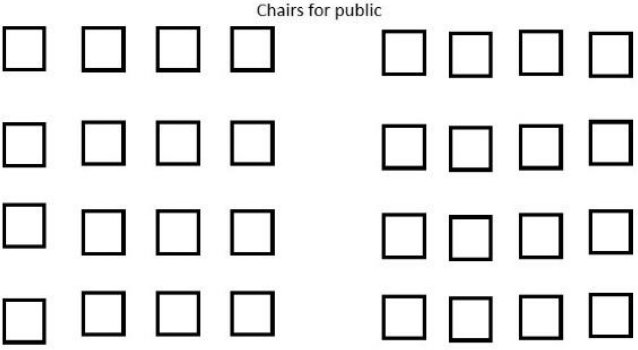
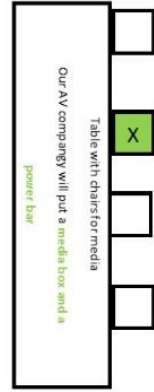
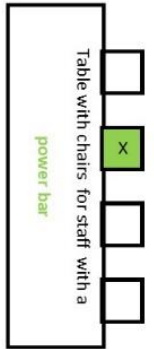
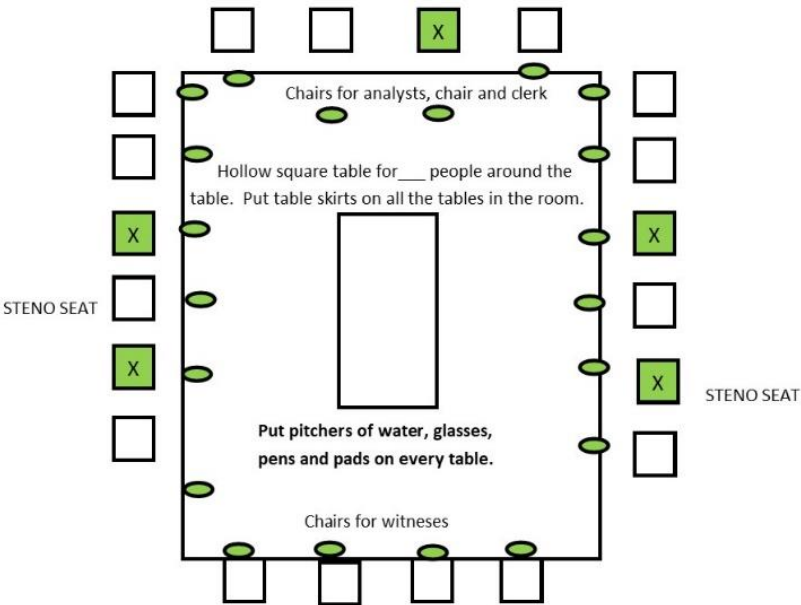
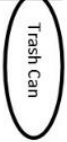


Table for coffee, tea, water and 30 extra glasses



6 ft table for the AV technicians with 2 chairs

Table for portable interpretation devices



Coat rack inside or outside depending on space

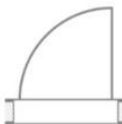
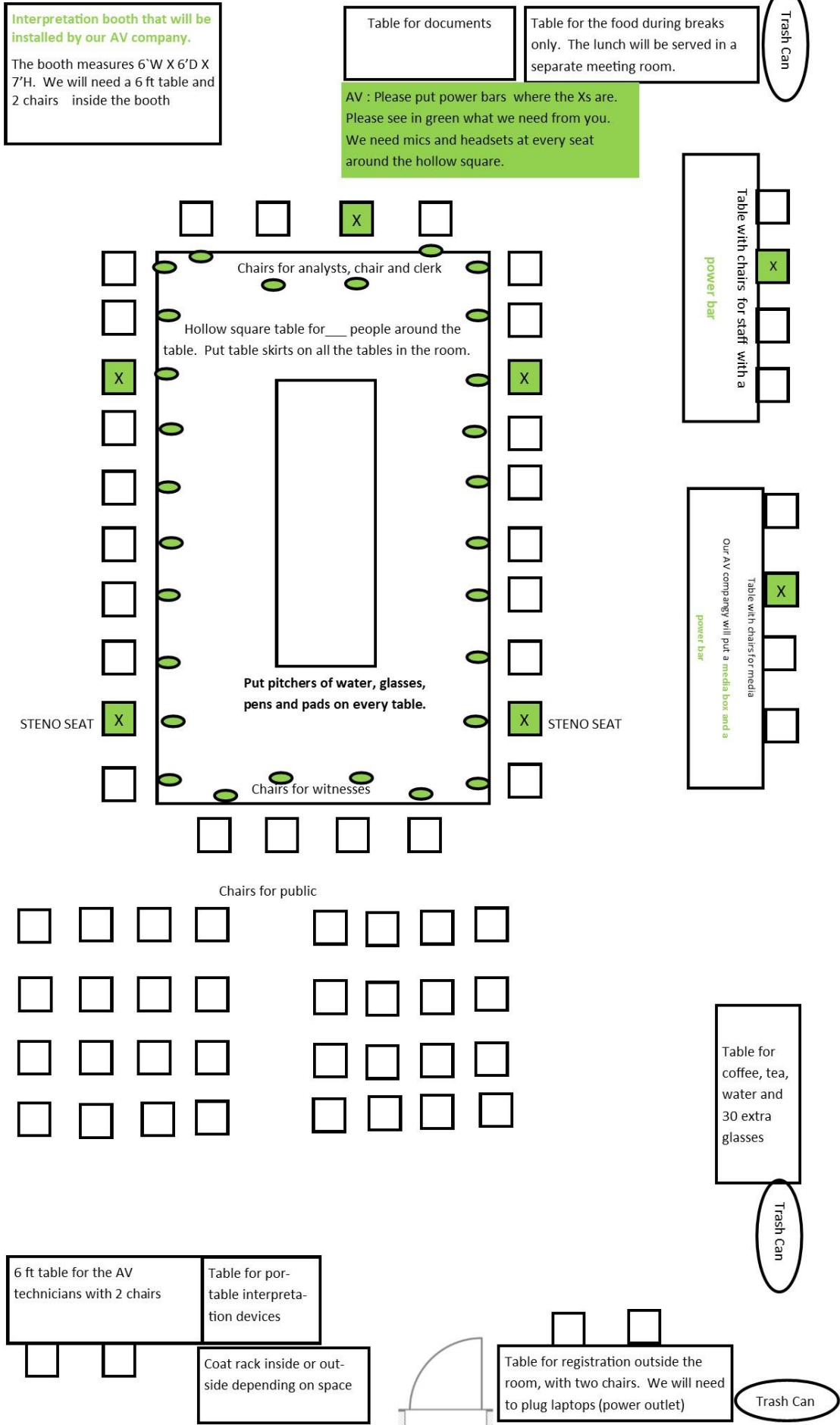


Table for registration outside the room, with two chairs. We will need to plug laptops (power outlet)




Floor plan for larger group



ANNEX “D” – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	A person writing at this level can: <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	A person reading at this level can: <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	A person reading at this level can: <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX “E” – 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