

SENATE



SÉNAT

CANADA

REQUEST FOR PROPOSAL (RFP)

Subject:

English-Language Legislative Drafting Services

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

Issue Date:

November 10, 2020

Closing Date and Time:

November 25, 2020 at 11:00am EST

RFP No:

SEN-040 20/21

SENATE INFORMATION

For all enquiries, contact the Contracting Authority:

Contact: Shirley Chartrand
Title: Procurement Officer Advisor
Address: 40 Elgin Street
 Ottawa, ON K1A 0A4
Telephone: 613-995-8888
Email: Proc-Appr@sen.parl.gc.ca

Proposals must be delivered by **email only** to the address of the Contracting Authority:

Email: Proc-Appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

The bidder offers and agrees to provide to the Senate of Canada the services listed in Annex "A" – Statement of Work (SOW) below, in accordance with the terms and conditions set out in Part 6 below, at the price(s) set out in their bid.

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:

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PART 1 – GENERAL INFORMATION

1. Introduction

The Request for Proposal (RFP) is divided into six (6) parts and 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 RFP process
- 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
- Part 6 Terms of Work and Payment
- Annex “A” — Statement of Work (SOW)
- Annex “B” — Basis of Payment
- Annex “C” — Direct Deposit Enrollment Form

2. Summary

- I. The Senate of Canada (Senate) is seeking bids to establish a contract for English-language legislative drafting services in order to assist the Senate with drafting and amending bills; conducting legislative reviews; conducting legal research; and providing training in legislative drafting to counsel, as defined in Annex “A – Statement of Work (SOW), for a period of one year from the date of signature of the contract.

3. Debriefings

- I. A bidder may request a debriefing on the results of the RFP process. A bidder should make the request to the Contracting Authority within **five (5) working days** of receipt of the results of the RFP process. The debriefing may be in writing, by telephone or in person.

4. Language of Bids

- I. Bids will be accepted 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 services. It does not include the parent, subsidiaries or other affiliates of the bidder, or its subcontractors.
conflict of interest	a situation in which a bidder is in a position to derive personal benefit from actions or decisions made in their official capacity.
Contracting Authority	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 for any resulting contract.
day	a working day, unless otherwise specified.
federal legislative drafting experience	experience drafting federal statutes or federal regulations.
responsive bid	a bid that complies with the RFP and all prescribed requirements
Statement of Work (SOW)	Statement of Work, which is 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 invites bidders to respond to this RFP for English-language legislative drafting services in order to assist the Senate in drafting and amending bills; conducting legislative reviews; conducting legal research and providing training in legislative drafting to counsel, as described in Annex “A” – Statement of Work (SOW).

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed and dated and all other pages must be initialled and returned with any bid, thereby acknowledging that the bidder has read, understood and accepted the complete RFP and all issued addenda.
- II. The bidder or any person with the authority to bind the bidder to contracts must sign page 1 of the RFP.
- III. Failure to sign and return page 1 of the RFP will result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids must remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of this RFP process.
- II. The Senate 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 will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFP.

4. Cost Related to the Preparation of Bid

- I. No payment – direct or indirect - will be made for any costs that may be incurred in relation to the preparation or submission of a bid in response to this RFP. All copies of documents submitted in response to this RFP will become the property of the Senate and will not be returned.

5. Enquiries and Communications

- I. The Contracting Authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communications or enquiries must be directed **ONLY** to this person. Non-compliance with this condition may, for this reason alone, result in the disqualification of a bidder’s bid.
- II. Enquiries and other communications regarding this RFP must be received by email by the Contracting Authority at Proc-Appr@sen.parl.gc.ca **no later than November 17, 2020 at 11:00am EST**. Enquiries received after that time and date may not be answered. The bidder should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by the bidder to explain each question in sufficient detail that the Senate may 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 unless the Senate determines that the enquiry is not of a proprietary nature. The Senate 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 for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders simultaneously via Buy and Sell without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

- I. The Senate will reject any bids found to contain false, incorrect or misleading information. It is the responsibility of bidders to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate may refer cases of fraudulent misrepresentation to the appropriate authorities.

7. Price Justification

- I. In the event that only a single responsive bid is received, the bidder must provide, at the Senate's request, one of the following price justifications:
 - a. a current published price list indicating the percentage discount available to the Senate;
 - b. a copy of paid invoices for similar services provided to other clients;
 - c. a price breakdown showing the cost of direct labour and profit;
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

8. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the bidder, any of the bidder's affiliates or subcontractors, or any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the bidder, any of the bidder's affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that information 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 (or similar services) described in the RFP will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, this bidder remains subject to the criteria established above.
- III. If the Senate intends to reject a bid under this section, the Contracting Authority will inform the bidder and provide that bidder with an opportunity to make representations before a final decision is made. Any bidder who is in doubt about a particular situation should contact the Contracting Authority before the closing date of the RFP. By submitting their bids, bidders represent that they do not consider themselves to be in conflict of interest, nor to have an unfair advantage. Each 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

- I. This RFP and all supporting documents have been prepared by the Senate and remain the sole property of the Senate. The information is provided to the bidder solely for the bidder's use in connection with the preparation of a response to this RFP and will 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, and the bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

10. Funding Approvals

- I. The bidder should note that all contract awards are subject to the Senate's internal approvals process, which includes the requirement of obtaining internal approvals if funding requirements were to 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's internal policies. If internal approval is not granted, a contract cannot be awarded.

11. Applicable Laws

- I. Any resulting contract from this RFP process — and the relations between the parties — are to be governed by and construed in accordance with the laws in force in the Province of **Ontario**.

12. Level of Security

- I. The level of security clearance required by everyone working on any resulting contracts will be "**Site Access**". A credit check can be performed when the duties or tasks to be performed require it or in the event of a criminal record, based on the type of offence. The Senate reserves the right to raise the level of 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. Any bidder who bids 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 upon request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all members of the joint venture unless one member has been appointed to act on behalf of all members. 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 the joint venture's representative for the purposes of the RFP process 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 contractual obligation.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requires that bidders provide their bid in separate electronic files in a single email transmission, as follows:

- File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP (signed, with all other pages initialled)
- File II: Technical Bid (one soft copy in PDF format)
- File III: Financial Bid – Annex “B” – Basis of Payment (one soft copy in PDF format)
- File IV: Annex “C” – Direct Deposit Enrollment Form (one soft copy in PDF format)

The Senate requires that bidders follow the formatting instructions described below in the preparation of their bid, and that they use a numbering system that corresponds to the RFP’s numbering system.

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

Any price(s) must appear in the financial bid only – Annex “B” – Basis of Payment. **Any price(s) indicated in any other section of the bid will result in the disqualification of the bid.**

For any bid transmitted by email, the Senate will not be responsible for any failure attributable to the transmission or receipt of the email bid. The Senate will send a confirmation email to the bidder when the submission is received.

File I: Mandatory Criteria

- I. In the Mandatory Criteria section of the bid, a bidder must clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

- I. In the Technical Bid, a bidder must demonstrate their understanding of the requirements contained in the RFP and explain how they will meet these requirements. The bidders should demonstrate their capability and describe in a thorough, concise and clear manner their approach to carrying out the work.
- II. The Technical Bid 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 RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate requests that the bidder address and present topics in the order of the evaluation criteria, under the same headings. To avoid duplication, the bidders may refer to different sections of the bid by identifying the specific paragraph and page number where a subject topic has already been addressed.

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

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their financial bid - in Canadian funds - in accordance with Annex “B” – Basis of Payment.

File IV: Annex “C” – Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex “C” – Direct Deposit Enrollment 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 requirements of the RFP, including the mandatory criteria, technical bid and financial bid.
- II. The Senate will conduct the RFP process in a fair manner and will treat all bidders equitably. Objective standards and evaluation criteria will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of the bidder to ensure that any bid is clear and complete. The Senate reserves the right to contact any bidder during the evaluation of bids in order to obtain clarifications. If the Senate seeks clarification or verification from the bidder about their bid, the bidder will have two **(2) days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bidder being declared non-responsive, and the bid will receive no further consideration.

2. Mandatory Criteria (Phase 1)

- I. A bidder must ensure full compliance with the following mandatory criteria. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. A bidder must include Table A – Mandatory Criteria as an appendix to their bid and ensure that the page and paragraph numbers are indicated in the column entitled “Cross Reference” for all mandatory information included.
- III. A bidder **MUST meet all mandatory criteria** of the RFP. No further consideration will be given to bids not meeting all mandatory criteria.

The mandatory criteria are as follows:

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Years of Experience</p> <p>The bidder must demonstrate that their proposed resource has at least ten (10) years of English-language Canadian federal legislative drafting experience.</p> <p>Federal legislative drafting experience means experience drafting federal statutes or federal regulations.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the CV of their proposed resource.</p> <p>This information must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M2. Certification</p> <p>The bidder must demonstrate that their proposed resource is a member in good standing of a law society in Canada.</p>	<p>In order to meet this mandatory criterion, the bidder must provide a copy of their resource’s most recent law society statement of account.</p> <p>This information must be provided under Mandatory Criterion (M2) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
M3. Data stored in Canada The Bidder must confirm in writing that all data pertaining to the Senate of Canada must be stored in Canada.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement. This information must be provided under Mandatory Criterion (M3) in your submission. Failure to provide the information specified will result in your bid being given no further consideration.		

3. Technical Bid – Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all mandatory criteria set forth in this RFP and do not attain a minimum of **70%** for the requirements subject to the evaluation-criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a point-rating system based on evaluation criteria.
- III. The bidder must include Table B – Technical Evaluation Criteria as an appendix in their bid and ensure that the page and paragraph number are indicated in the column entitled “Cross Reference” for all rated information that is included.
- IV. The bidder should include all information relating to the rated evaluation criteria in their Technical Bid. All information contained within the bidder’s Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
R1. Understanding the Requirement The bidder will demonstrate their understanding of the English-language legislative drafting in the Senate context.	<p style="text-align: center;">Maximum 25 points</p> <p>0 points: Information provided does not demonstrate any understanding.</p> <p>1–5 points: Information provided demonstrates a minimal understanding.</p> <p>6–18 points: Information provided demonstrates an average understanding.</p> <p>19–25 points: Information provided demonstrates an in-depth understanding.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R2. Approach</p> <p>The bidder will demonstrate their approach to requests relating to English-language legislative drafting as described in Annex “A” – Statement of Work (SOW).</p>	<p>Maximum 25 points</p> <p>0 points: Information provided does not demonstrate any understanding.</p> <p>1–5 points: Information provided demonstrates a minimal understanding.</p> <p>6–18 points: Information provided demonstrates an average understanding.</p> <p>19–25 points: Information provided demonstrates an in-depth understanding.</p>	
<p>R3. Bidder Experience</p> <p>The bidder will demonstrate the recentness of their proposed resource’s English-language Canadian federal legislative drafting experience.</p> <p>Federal legislative drafting experience means experience drafting federal statutes or federal regulations.</p>	<p>Maximum 10 points</p> <p>0 points: None of the years of experience was obtained in the last fifteen (15) years (prior to 2005).</p> <p>5 points: At least ten (10) years of experience was obtained in the last fifteen (15) years (from January 1st, 2005)</p> <p>10 points: At least ten (10) years of experience was obtained in the last ten (10) years (from January 1st, 2010)</p>	
<p>R4. Bidder References</p> <p>The bidder will provide two (2) references for the proposed resource, with whom the proposed resource has worked to provide legislative drafting services. At least one reference must be a person who can attest to the skill of the proposed resource in legislative expression (such as a co-drafter or supervisor). The second reference may be a co-drafter, supervisor, client or instructing officer.</p> <p>The bidder will provide the following information for each reference:</p> <ul style="list-style-type: none"> • name and title; • current email address; • current telephone number; and • a brief description of the drafting services provided by the proposed resource and about which the reference has personal knowledge, as well as a brief description of the connection between the reference and those drafting services. <p>The Senate cannot be used as a reference.</p> <p>The Senate may contact references.</p>	<p>Maximum 40 points (20 points per reference)</p> <p>Each reference submitted will be rated on 20 points.</p> <p>0 points: The reference provided does not validate a similarity to the work requested in the SOW.</p> <p>1–7 points: The reference provided validates a minimal similarity to the work requested in the SOW.</p> <p>8–15 points: The reference provided validates a similarity to the work requested in the SOW, but not in all aspects.</p> <p>16–20 points: The reference provided validates a full similarity to the work requested in the SOW.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
Total of all the point-rated technical criteria	100 points Maximum	
Minimum pass mark (70%)	70 points required to pass	

All bidders who obtain a minimum of 70 points in Phase 2 - Technical Merit Rated Technical Evaluation will be invited for a written test.

4. Written Test (Phase 3)

Phase 3 – Written Test	
<p>Written Test</p> <p>To be communicated at a later date.</p> <p>The bidder must be available the week of December 14, 2020.</p>	<p style="text-align: right;">Maximum 30 points</p> <p>0 points: Information provided does not demonstrate any understanding.</p> <p>1–6 points: Information provided demonstrates a minimal understanding.</p> <p>7–20 points: Information provided demonstrates an average understanding.</p> <p>21–30 points: Information provided demonstrates an in-depth understanding.</p>

Bidders must obtain 70% (minimum of 21 points) on the written test to proceed to the interview stage.

The top three (3) bidders who obtain the highest combined points in phase 2 and 3 will be invited to the interview stage.

5. Interview (Phase 4)

Phase 4 - Interview	
<p>Interview</p> <p>To be communicated at a later date.</p> <p>The bidder must be available the week of January 11, 2021.</p>	<p style="text-align: right;">Maximum 20 points</p> <p>0 points: Information provided does not demonstrate any understanding.</p> <p>1–7 points: Information provided demonstrates a minimal understanding.</p> <p>8–15 points: Information provided demonstrates an average understanding.</p> <p>16–20 points: Information provided demonstrates an in-depth understanding.</p>

Bidders must obtain 70% (minimum of 14 points) in the interview stage to pass.

Total Technical Merit = (rated, written test and interview)	
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6. Financial Bid

The price(s) of the bidder must be in Canadian dollars, taxes excluded, and set out in Annex “B” – Basis of Payment.

7. Basis of Selection

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

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit – Rated Evaluation
- Phase 3 – Written Examination – Rated Evaluation
- Phase 4 – Virtual Interview – Rated Evaluation
- Phase 5 – Determination of Highest-Ranked Bidder

Phase 1 – Mandatory Criteria

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

Phase 2 – Technical Merit – Rated Evaluation

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

Phase 3 – Written Examination – Rated Evaluation

In Phase 3, the bidders whose bids are deemed responsive in Phases 1 and 2 will proceed to a written examination, the criteria of which will be communicated to those responsive bidders at a later date. Bidders who do not obtain the required minimum overall points for the written examination criteria will not be given further consideration.

Phase 4 – Virtual Interview – Rated Evaluation

In Phase 4, the bidders that are deemed responsive in Phases 1, 2 and 3 will be invited to a virtual interview. (The questions and evaluation criteria will be communicated to the responsive bidders at a later date.) Bidders who do not obtain the required minimum overall points for the interview will not be given further consideration.

Phase 5 – Determination of Highest-Ranked Bidder

Total Combined Rating = (Technical Merit + Written Examination + Interview) (75%) and Price (25%)

A combined total score for those bids deemed responsive will be determined in accordance with the following formula:

$$\frac{\text{Total Combined Rating} \times 75}{\text{Maximum Number of Points}} + \frac{\text{Lowest price received} \times 25}{\text{Bidder's price}} = \text{Combined Total Score}$$

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

In the case of a tie between bids, when all factors including pricing are considered equal, a coin toss will be used to determine which of the tied bidders receives the award.

PART 5 – RESULTING CONTRACT CLAUSES

The following clauses and conditions will apply to and form part of any contract resulting from this RFP.

1. Appropriate Law

- I. This contract will be governed by and construed in accordance with the laws in force in the Province of Ontario.

2. Assignment

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

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 that is caused by events beyond the contractor's control must be reported in writing to the Senate. This notice will state the cause and circumstances of the delay. Furthermore, when requested to do so, the contractor must deliver, in a form satisfactory to the Senate, a "workaround plan" that includes alternative sources and any other means 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 will be deemed not to be an excusable delay.
- IV. Notwithstanding that the contractor has complied with the notice requirements, the Senate may exercise any right of termination contained in the contract.

4. Indemnity against Claims

- I. Except as otherwise provided in the contract, the contractor will indemnify and save harmless the Senate from and against any and all claims, damages, losses, costs and expenses that they may at any time incur or suffer as a result or arising out of
 - a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others that may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
 - b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, works in progress or finished works delivered to, or in respect of which any payments have been made by, the Senate.

5. Inspection and Acceptance

- I. Any report, deliverable, item, document, good or service rendered under the Contract is subject to inspection by the Project Authority or their representative. Should any report, document, good or service not be in accordance with the requirements of the SOW and to the satisfaction of the Project Authority or their representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the contractor before recommending payment. The Senate reserves its right of access to any records resulting from this contract.

6. Termination of Contract

- I. The Senate may immediately terminate the contract if the contractor is, for any reason, unable to provide the services required under this contract. Any termination notice will be provided in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any termination notice will be provided in writing.
- III. Either party may terminate this contract upon **ten (10) days'** written notice.

IV. In the event that the contract is terminated prematurely the Contractor shall be paid for work done.

7. Notice

- I. Any notice or other communication may be given in any manner and, if required in writing, will be addressed to the party to whom it is intended either at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I will be deemed to have been received by either party
 - a. if delivered personally, on the day 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; or
 - c. if forwarded by facsimile or email, twenty-four (24) hours after it was transmitted.
- III. A notice given under Section 6 – Termination of Contract will be given in writing and, if delivered personally, will be delivered to the contractor if the contractor is a sole proprietor.

8. Warranties

The contractor warrants that

- I. the proposed resource is competent to perform the work required under this contract and have the necessary qualifications, including the knowledge, skill and ability necessary to perform the work effectively;
- II. the proposed resource will, for the duration of this contract, at the contractor's own expense, remain a member in good standing of a law society in Canada and will maintain any professional liability insurance required by the law society of which the proposed resource is a member;
- III. the proposed resource will 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;
- IV. they have complete authority to enter into this contract; and
- V. all work commenced under this contract will be completed in full.

9. Records to be kept by the Contractor

- I. The contractor must keep proper accounts and records of the costs of all work, services and expenditures or commitments made by the contractor, including invoices, receipts and vouchers. These accounts and records will, at reasonable times, be open to audit and inspection by the Senate's authorized representatives, who may make copies and take extracts therefrom.
- II. The contractor must not dispose of the documents referred to herein without the written consent of the Senate, but must preserve and keep them available for audit and inspection for any period of time that may be specified elsewhere in the contract or, in the absence of any such specification, for a period of two (2) years following the completion of the work.

10. Confidentiality and Parliamentary Privilege

- I. Any information of a nature that is confidential to the affairs of the Senate, its members or any of its employees, agents or contractors, and to which the contractor — or any of their employees, affiliates or subcontractors — becomes privy as a result of services to be performed under this contract must be treated as confidential during and after the performance of the work.
- II. No parliamentary privilege is waived through the operation of this contract. Communication with the contractor that relates to or includes a proposed or drafted bill, amendment to a bill or correspondence or legal opinion related thereto — including any work product developed by the contractor for the Senate — is subject to parliamentary privilege.

11. Safeguarding of Senate Information

- I. The contractor will ensure or guarantee that all information provided under this contract is kept in Canada. If, at any time during the term of any resulting contract, the storage location of any or all of the information is no longer in Canada, the contractor must notify the Senate Contracting Authority immediately, in accordance with this contract's Section 7 – Notice.

12. Rules and Regulations

- I. In the contractor's operations, the contractor and the contractor's employees will comply with and abide by all lawful rules and regulations of the Senate that may be established from time to time, provided that no such rules or regulations inhibit the contractor from exercising their 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 their bid, makes a false declaration under the contract, or fails to diligently keep the information requested herein up to date, or if the contractor or any of the contractor's affiliates or subcontractors fails to remain free and clear of any acts or convictions specified herein during the period of the contract, any 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's right to exercise any other remedies that may be available against the contract.

13. Miscellaneous Restrictions

- I. Under no circumstances will the contractor use any stationery displaying the Senate emblem, including letterhead and envelopes, to conduct business under this contract.
- II. It is the intention of the parties that
 - a. this contract is for the performance of a service or services and that the contractor is engaged as an independent contractor providing a service or services to the Senate; and
 - b. the contractor's directors, officers, employees and the proposed resource are not engaged as Senate employees and are not subject to any terms and conditions of employment or privileges that are applicable to Senate employees.
- III. No contractor or contractor's staff can render services to 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 the 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, unless the Contracting Authority agrees in writing, the contractor must ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate than the conditions of the contract.
- III. Even if the Senate consents to a subcontract, the contractor remains responsible for performing the contract and the Senate 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. Performance

- I. The contractor will report to the Senate on performance under this contract and will do so in whatever format and at whatever frequency the Senate may require.

16. Amendments to the Contract

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

17. 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, will vest in and remain the property of the Senate.

18. Conflict of Interest

- I. The contractor declares that they have no pecuniary interest in the business of any third party that would or would 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 must 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* will derive a direct benefit from this contract.

19. Discrimination and Harassment in the Workplace

- I. The contractor declares that neither the contractor, the contractor's directors, the contractor's officers nor the proposed resource have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the contractor, the contractor's directors, the contractor's officers or the proposed resource during the life of this contract, the Senate reserves the right to immediately terminate the contract. In such cases, the Senate will only be liable for payment for services performed. No other costs or fees will be due or payable by the Senate.

20. Health and Safety

- I. The contractor, while working in the Senate workplace, must comply with the Senate "Interim Policy on Occupational Health and Safety" and the "Senate Guidelines Promoting a Scent-Free Work Environment". In particular, this entails
 - a. refraining from 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 every other person granted access to the workplace for work purposes; and
 - c. not smoking in any buildings or within the vicinity (within nine (9) metres) of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.
- II. If contractors breach those duties and responsibilities, corrective action will be taken. This could include measures up to contract termination. The Senate "Policy on Occupational Health and Safety" and the "Senate Guidelines Promoting a Scent-Free Work Environment" will be made available upon request.

21. Advertisement

- I. The contractor will not, without prior written consent from the Senate, advertise or publicize any work performed for the Senate. Any 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

- I. 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

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

Telephone: 613-995-8888
Email: 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. Project Authority

The Project Authority for the contract is

To be Determined

The Project Authority is the representative of the directorate for whom the work is being carried out under the contract and is responsible for the successful completion of the work, including assigning and reviewing drafting projects. The Project Authority has the ultimate authority on all aspects of the work, but the Project 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

The contractor's representative for the contract is

Account Manager:

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

Backup:

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

24. Priority of Documents

- I. The following documents form part of the resulting contract:
 - a. the articles of the Request for Proposal, including all annexes;
 - b. the articles of the contract; and
 - c. the contractor's proposal dated *(to be identified upon contract issuance)*.
- II. 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:

25. Proactive Disclosure

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

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

- I. The contractor will provide English-language legislative drafting services as outlined in Annex “A” – Statement of Work for one (1) year **upon the signature of both parties**.

2. Contract Amount

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with Section 3 – Basis of Payment (below), to a limitation of expenditure of *(to be determined at contract award)*, plus applicable taxes.
- II. The contractor must notify the Project Authority as to the sufficiency of this sum when 75% of this amount has been committed before the expiry date of the contract. However, if, at any time, the contractor considers that the sum may be exceeded, the contractor must promptly notify the Contracting Authority.

3. Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of their obligations under the contract, the contractor will be paid in accordance with rates specified in Annex “B” – Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex “B” – Basis of Payment.

4. Invoicing

- I. The contractor must submit a detailed monthly invoice that includes the number of hours worked, a brief summary of work performed and the contract reference number.
- II. The contractor’s certified invoice must be forwarded to the following address:

Office of the Law Clerk and Parliamentary Counsel
Senate of Canada
1310–40 Elgin Street
Ottawa, ON K1A 0A4
- III. The invoice must be reviewed and signed by the Project Authority or their delegated authority before payment is issued.
- IV. Payment by the Senate to the contractor for work, goods or services will be made as follows:
 - a. in the case of an invoice submitted in respect of a progress payment other than the final payment, within thirty (30) days following the date on which the invoice is submitted according to the terms of the contract; or
 - b. in the case of an invoice submitted in respect of a final payment, within thirty (30) days following the date on which the invoice is submitted, or within thirty (30) days following the date on which the work is completed or the goods are delivered and accepted, whichever date is the later.
- V. If the Senate has any objections to the form of an invoice or its contents, written notification of the nature of such objections will be forwarded to the contractor within fifteen (15) days of receipt of the invoice.

5. Method of Payment

- I. Payment will be made via direct deposit. The Senate will deposit all payments directly into the individual’s or corporation’s account. A completed direct deposit enrollment form must be submitted with any bid (see Annex “C” – Direct Deposit Enrollment Form).
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

6. Sales Tax

- I. The Senate is exempt from the provincial portion of the Harmonized Sales Tax in Ontario (exemption number 11708174G) and from Provincial Sales Tax in Quebec (exemption number 10-0813-5602-P).
- II. The applicable taxes are not included in the contract amount.
- III. The applicable taxes must be listed as a separate line item on all invoices.

7. Interest on Overdue Accounts

- I. For the purposes of this section,
 - a. 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;
 - b. an amount is *overdue* when it is unpaid on the first day following the day upon which it is due and payable;
 - c. *date of payment* means thirty (30) days from the date of receipt of the invoice at the Senate;
 - d. the *bank rate* is the average Bank of Canada discount rate for the previous month, plus 3%;
 - e. the Senate will be liable to pay simple interest at the bank rate on any amount that is overdue from the day when that amount became overdue until the day prior to the date of payment, inclusively; however, interest will not be payable — nor will it be paid — unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date;
 - f. interest will 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 will be paid;
 - g. the Senate will not be liable to pay the contractor any interest on unpaid interest.

ANNEX “A” – STATEMENT OF WORK (SOW)

1. Title

English-language legislative drafting services for the Senate of Canada (Senate).

2. Objective

The objective of this contract is for the contractor to provide one (1) resource who will provide English-language legislative drafting services to the Senate.

3. Background

The Senate’s Office of the Law Clerk and Parliamentary Counsel (OLCPC) provides comprehensive legislative drafting services to senators by drafting senators’ public bills and private bills, as well as amendments to any bills before the Senate. Bills and amendments are drafted in a professional, non-partisan, confidential and timely manner. The OLCPC also drafts instruments such as the *Senate Administrative Rules* and the *Ethics and Conflict of Interest Code for Senators*.

In providing legislative drafting services, counsel advise on all aspects of law-making, including drafting styles and conventions; linguistic, stylistic and structural issues; the consistency of legislation within the laws of Canada; the application of other legislation; the legislative process; the publication of legislation; and relevant parliamentary practices, procedures and traditions.

4. Scope

Under the direction of the Law Clerk and Parliamentary Counsel or Deputy Law Clerk and Parliamentary Counsel, the contractor will draft bills and amendments for senators in any subject under federal jurisdiction on an “as and when required” basis. Each legislative cycle brings with it a range of legislative requests — from simple to complex — in a volume that, in recent years, has been unpredictable. Given the nature of parliamentary work and its often shifting priorities, drafting in this context requires expertise, flexibility, creativity, and keen client- and time-management skills.

5. Tasks

The contractor will provide legislative drafting services on an “as and when required” basis. These legislative drafting services include the following:

- drafting bills and amendments to bills;
- meeting with clients to receive instructions* and review drafts;
- reviewing legislation and amendments drafted by others;
- conducting legal research;
- providing legal advice and producing opinions on legislative matters;
- providing training in legislative drafting to counsel; and
- providing progress reports as and when requested.

*While this position is for English-language legislative drafting services, some instructions may be received in the French language.

All work must be performed on a confidential, non-partisan basis.

6. Term

The duration of the contract is for a period of one (1) year from the date of the contract being awarded.

7. Location of Work

The work will be performed in a hybrid setting. The contractor will be required to attend meetings at the Senate (within the National Capital Region), while some work will be conducted remotely.

8. Travel, Living and Professional-Fee Expenses

No out-of-pocket costs associated with travel and living expenses, or any professional fees (including, but not limited to, law society fees) will be paid under the resulting contract. All such expenses or fees must be included in the price.

9. Constraints

The work to be undertaken is to be treated with the strictest confidentiality. The contractor must safeguard the information at all times by taking all measures reasonably necessary to secure it and protect its integrity and confidentiality.

10. Client support

The following services and assistance may be provided by the Senate, as determined by the Project Authority:

- technical documentation; and
- background material and orientation.

11. Progress Reports

The OLCPC may request periodic progress reports in person, virtually or in writing. If needed, ad hoc meetings may also be requested at any time throughout the duration of the contract.

12. Deliverables

The contractor will provide deliverables as outlined in each requirement, as and when required.

ANNEX "B" – BASIS OF PAYMENT

This all-inclusive hourly rate (price), excluding taxes, must be submitted for the duration of the one-year contract.


Name of resource	All-inclusive hourly rate
	\$

Company name: _____

Name of representative: _____

Signature: _____ Date: _____

ANNEX "C" – DIRECT-DEPOSIT ENROLLMENT 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

<input type="radio"/> CANADIAN \$	<input type="radio"/> OTHER CURRENCY _____ (By Cheque Only)
Method of Payment:	
<input type="radio"/> CHEQUE	<input type="radio"/> (CND \$) DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - <i>Recommended</i>
Direct Deposit Email Payment Notification:	
EMAIL Address 1	_____
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

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