



Subject:

HP LAPTOPS

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

Issue Date:

February 3, 2021

Closing Date and Time:

February 10, 2021 at 11:00 AM EST

RFSO No:

SEN-060 20/21

SENATE INFORMATION

For all enquiries, contact the Standing Offer Authority:

Contact: Muma Nji
Title: Procurement Officer
Address: 40 Elgin Street, Room 1158
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888

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

Bids must be delivered by **email only** to the address of the Standing Offer Authority below:

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

PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.

Bids submitted physically or by fax will not be accepted.

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 Standing Offer 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:



Table of Contents

PART 1 – GENERAL INFORMATION	5
1. <i>Introduction</i>	5
2. <i>Summary</i>	5
3. <i>Debriefings</i>	5
4. <i>Language of Bid Submission</i>	5
5. <i>Key Terms and Definitions</i>	6
PART 2 - BIDDER INSTRUCTIONS	7
1. <i>Prelude</i>	7
2. <i>Signature Requirement</i>	7
3. <i>Irrevocable Bids</i>	7
4. <i>Cost Related to the Preparation of Bid</i>	7
5. <i>Joint Venture</i>	7
6. <i>Inquiries and Communications</i>	8
7. <i>Provision of False or Incorrect Information</i>	8
8. <i>Price Justification</i>	8
9. <i>Conflict of Interest – Unfair Advantage</i>	8
10. <i>Ownership of RFSO documents</i>	9
11. <i>Funding Approvals</i>	9
12. <i>Applicable Laws</i>	9
13. <i>Level of Security</i>	9
14. <i>No Guarantee of Volume of Work or Exclusivity of Agreement</i>	9
PART 3 - BID PREPARATION INSTRUCTIONS.....	11
1. <i>Bid Preparation Instructions</i>	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	13
1. <i>Evaluation Procedures</i>	13
2. <i>Mandatory Criteria</i>	13
3. <i>Rated Evaluation Criteria</i>	16
4. <i>Financial Evaluation</i>	19
5. <i>Basis of Selection</i>	19
PART 5- STANDING OFFER AND RESULTING CALL UPS CLAUSES.....	21
1. <i>Offer</i>	21
2. <i>General</i>	21
3. <i>Notice</i>	21



4. Replenishment of Standing Offer Agreement (SOA) list.....	21
5. Withdrawal.....	22
6. Standing Offer Reporting	22
7. Call-up Instrument	22
8. Priority of Documents	22
9. Applicable Law	22
10. Ownership of Intellectual and Other Property Including Copyrights.....	22
11. Default by the Supplier.....	22
12. Replacement of Specific Individuals	23
13. Termination of Agreement.....	23
14. Status of the Supplier	24
15. Conduct of the Work	24
16. Subcontracts.....	24
17. Time of the Essence.....	25
18. Compliance with Applicable Laws.....	25
19. Indemnity Against Claims	25
20. Records to be Kept by the Supplier	25
21. Amendment.....	26
22. Assignment.....	26
23. Safeguarding of Senate Information	26
24. Suspension of the Work.....	26
25. Default by the Supplier.....	26
26. Conflict of Interest	26
27. Health and Safety	27
28. Discrimination and Harassment in the Workplace	27
29. Confidentiality.....	27
30. Advertisement.....	27
31. Integrity Provisions – Standing Offer Agreement	27
32. Entire Agreement	28
33. Proactive Disclosure	28
34. Authorities.....	28
PART 6 – TERMS OF WORK AND PAYMENT	29
1. Period of the Standing Offer Agreement	29
2. Extension of Standing Offer Agreement.....	29



3. <i>Financial Limitations</i>	29
4. <i>Basis of Payment</i>	29
5. <i>Invoicing</i>	29
6. <i>Method of Payment</i>	30
7. <i>Sales Tax</i>	30
8. <i>Interest on Overdue Accounts</i>	30
ANNEX A – STATEMENT OF REQUIREMENT	32
ANNEX B – BASIS OF PAYMENT	38
ANNEX C – LANGUAGE PROFICIENCY	39
ANNEX D – DIRECT DEPOSIT ENROLLMENT FORM	40



PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six (6) parts plus four (4) 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 Call up Clauses: includes the clauses and conditions that will apply to any resulting call ups;
- Part 6 Terms of Work and Payment
- Annex A Statement of Requirement;
- Annex B Basis of Payment;
- Annex C Language Proficiency
- Annex D Direct Deposit Enrollment Form

2. Summary

The Senate (Senate) is seeking bids to establish one or more standing offer agreements for the supply and delivery of HP Laptops. The period of the resulting standing offer agreements will be for three (3) years from the date of standing offer award, with two (2) additional one (1) year periods as defined in the statement of requirement at “Annex A”.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Standing Offer Authority within **five (5) working days** of receipt of the results of the RFSO 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

Terms	Description
Account Manager	an employee of the Bidder and who manages the relationship between the Senate and the Bidder.
SOA	Standing Offer Agreement
Bidder	the person or entity submitting a bid to provide the goods outlined in the Statement of Requirement (SOR). It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Standing Offer Authority	means the person designated in this RFSO and any resulting SOA and call-up, or by notice to the Bidder, to act as the representative of the Senate of any resulting call-up.
Day	mean business day
Senate	the Senate of Canada
Statement of Requirements (SOR)	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the call-up including all services to be delivered.
Call up:	a call-up is a PO issued against the resulting Standing Offer Agreement (SOA) to order goods with a specific delivery date.
RFSO	Request for Standing Offer
Responsive Bid	a bid that complies with the invitation to bid and all prescribed procurement procedures and requirements.
Work	as per defined in the SOR and in each resulting call-up



PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites “Bidders” to respond to this Request for Standing Offer Agreement (RFSO) for the provision of the goods as described in Annex A - Statement of Requirement (SOR).

2. Signature Requirement

- I. Page 1 of this 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 Bidder to contracts must sign the RFSO.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the bid solicitation.
- 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 **five (5) 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 solicitation.

4. Cost Related to the Preparation of Bid

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFSO. All copies of documents submitted in response to this RFSO shall become the property of the Senate 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 Standing Offer Authority.
- III. The bid and any resulting SOA 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 Standing Offer 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 SOA. If an SOA is awarded to a joint venture, all members of the joint venture will be jointly liable for the performance of any resulting call-up.

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 bid.
- II. Enquiries regarding this RFSO must be received by e-mail at: proc-appr@sen.parl.gc.ca by the Standing Offer Authority, no later than **February 05, 2021, by 11am EST**. Enquiries received after that date and 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 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 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 to 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 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

- I. The Senate will reject any bids 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 may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Price Justification

- I. In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate's request, one or more of the following price justification(s):
 - 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 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 RFSO 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 RFSO 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 RFSO (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 Standing Offer 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 Standing Offer 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

- I. This RFSO 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 Bidder solely for its use in connection with the preparation of a response to this RFSO 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 Bidder's response, and the Bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

- I. Any resulting SOA and resulting call-ups must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

13. Level of Security

- I. The level of security clearance required by everyone working on any resulting call-up 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.

14. No Guarantee of Volume of Work or Exclusivity of Agreement

- I. The information contained in the RFSO constitutes an estimate and is supplied solely as a guideline to the Bidder. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.



- II. Nothing in this RFSO is intended to relieve the Bidder from forming its own opinions and conclusions with respect to the matters addressed in this RFSO. Transaction activities described is an estimate only and may not be relied on by the Bidders. Estimates are intended to be used by The Senate for the purpose of evaluating the Bids.

- III. The Agreement executed with the Bidder may not be an exclusive Agreement for the provision of the deliverables. The Senate may contract with others for the same or similar deliverables to those described in this RFSO.



PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFSO signed.

Section II: Technical Bid (one soft copy in PDF format)

Section III: Annex B: Financial Bid – Basis of Payment (one soft copy in PDF format)

Section IV: Annex D - Direct Deposit Enrollment Form (one soft copy in PDF format)

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

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

- a) Use a numbering system that corresponds to the offer solicitation

Section I: Mandatory Criteria

- I. In the Mandatory Criteria Section of their bid, Bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection

Section II: Technical Bid

- I. In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the RFSO 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 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 RFSO is not sufficient. In order to facilitate the evaluation of the bid, the Senate 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.

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

- I. Pricing must include all requirements as set forth in the RFSO
- II. The Bidder must submit their Financial Bid (Annex B – Basis of Payment), in Canadian funds in accordance with Annex “B” – Basis of Payment.
- III. The Bidder must provide pricing for each item list in Annex B – Basis of Payment Table. **Failure to do so will result in the disqualification of your bid.**



Section IV: Annex “D” – Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex “D” – 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 requirement of the bid solicitation including the mandatory criteria, technical criteria and financial bid.
- II. The Senate shall conduct the RFSO 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 will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate 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 Standing Offer Authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bid being evaluated on the information that was provided.

2. Mandatory Criteria

- I. The Bidder must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders’ Bid is indicated in the column entitled “Cross Reference” for all mandatory information included.
- III. The Bidder **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 Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Certified Reseller</p> <p>The Bidder must be a certified reseller of Hewlett Packard Company.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • Proof of active standing as a certified reseller of Hewlett Packard. <p>Acceptable proof is a letter or certificate from the HP Company indicating the Bidder has been granted the rights to sell their items.</p> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your bid being given no further consideration		
<p>M2. Requirements for Computer System</p> <p>The Bidder must demonstrate that the HP laptop being offered meet all the requirements outlined in Annex A - Statement of Requirements,</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> a statement indicating compliancy with this mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M3. Bidder's Representative</p> <p>The Bidder must designate a bilingual account manager who will act as the principal point of contact for all matters related to these requested goods.</p> <p>The account manager must meet the language proficiency – level Advanced outlined in Annex “C”.</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 That the proposed account manager meets the language requirement – level Advanced <p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M4. Corporate Experience</p> <p>The Bidder must have a minimum of three (3) years of experience within the last five (5) years, in the supply and delivery of HP laptops.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> A statement indicating compliancy with this mandatory requirement. <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 bid being given no further consideration.</p>		
<p>M5. Data stored in Canada</p> <p>The Bidder must confirm in writing that all data pertaining to</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> A statement indicating compliancy with this mandatory requirement. 		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
the Senate of Canada shall be stored in Canada.	<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 bid being given no further consideration.</p>		
<p>M6. References</p> <p>The Bidder must provide two (2) client references for which they have provided similar goods as outlined in the SOR – Annex “A” within the last three (3) years.</p> <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate reserves the right to contact any or all of these references.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • two (2) client references which must include: <ul style="list-style-type: none"> • Name of Company • Contact Name • Valid phone number and/or e-mail address for the contact. • Description of goods provided. <p>This information must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M7. Data Breach Notification</p> <p>The Bidder must provide assurances that any data breach affecting the Senate of Canada data will be communicated to the Senate as soon as the Bidder becomes aware of the breach.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with this mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M8. Safety Stock</p> <p>The Bidder must keep a safety stock, available to the Senate, of at least ten (10) of each item listed in Annex A, Statement of Requirements, Item 5 – Specifications and Requirements</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with the mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M8) in your submission.</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your bid being given no further consideration		
M9 – Acceptance of resulting contract clauses The Bidder must confirm that, should they be the successful Bidder, they acknowledge acceptance of the resulting contract clauses outlined in Part 5 – Resulting Contract Clauses.	In order to meet this Mandatory requirement, the Bidder must provide <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement. This information must be provided under Mandatory Criterion (M9) in your submission. Failure to provide the information specified will result in your bid being given no further consideration.		

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFSO and do not obtain the minimum points 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 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 the Point Rated Technical Criterion table in their bid 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 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:

Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
R1. Understanding the Requirement The Bidder shall demonstrate their understanding of the requirement outlined in Annex “A” - SOR.	Maximum 20 points 1 -7 points: Information provided demonstrates a minimal understanding of all the elements outlined in the SOR.	

Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
	<p>8-15 points: Information provided demonstrates understanding for most but not all the elements outlined in the SOR.</p> <p>16-20 points: Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements outlined in the SOR.</p>	
<p>R2. Corporate Experience</p> <p>Bidder’s experience supplying and delivering HP laptops.</p> <p>The Bidder shall demonstrate experience which is above and beyond the minimum three (3) years of experience in the last five (5) years identified in the Mandatory requirements – M4 – Corporate Experience</p>	<p>Maximum 20 points</p> <p>5 points: +3 years – 5 years’ experience</p> <p>10 points: +5 years – 7 years’ experience</p> <p>15 points: +7 years’ experience -10 years’ experience</p> <p>20 points: +10 years’ experience</p>	
<p>R3. Delivery</p> <p>The Bidder shall explain their method of delivery within the timelines outlined in Annex “A” - SOR Sections 8 - Delivery</p>	<p>Maximum 15 points</p> <p>1-5 points: - Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p>6-10 points: - Information provided demonstrates understanding for most but not all of the elements of the rated criteria.</p> <p>11-15 points: - Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria.</p>	

Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
<p>R4. Pre-Imaging of Laptops</p> <p>The pre-imaging of laptops may be requested by the Senate based on an image provided by the Senate as per Annex “A” – SOR, Section 7 - Pre-Imaging of Laptops.</p> <p>The Bidder shall provide a statement indicating if they can or cannot provide pre-imaging of laptops.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: – The Bidder cannot provide pre-imaging on laptop</p> <p>5 points: – The Bidder can provide pre-imaging on laptops</p>	
<p>R5. Bidder’s Retail Store or Service Location</p> <p>The Bidder shall provide the address of their retail store or a service location that is within the National Capital Region (NCR).</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points – The Bidder does not have a retail store or service location within the NCR</p> <p>5 points – The Bidder has a retail store or service location within the NCR</p>	
<p>R6. Added Value Partner</p> <p>The Bidder shall demonstrate what they can provide as added value to the Senate of Canada.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: - The Bidder does not demonstrate what added value they can provide to the Senate.</p> <p>5 points: - The Bidder demonstrates what added value they can provide to the Senate.</p>	
<p>R7. Green Business Practices</p> <p>The Bidder shall demonstrate environmental practices used by their company.</p>	<p style="text-align: center;">Maximum 3 points</p> <p>0 point: The Bidder does not demonstrate environmental practices used by their company.</p> <p>3 points: The Bidder demonstrate environmental practices used by their company.</p>	
<p>R8. Accessibility</p> <p>The Bidder shall outline their company’s accessibility practices</p>	<p style="text-align: center;">Maximum 3 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>3 points: The Bidder demonstrate accessibility practices.</p>	



Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
“Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”		
Total of all the Point Rated technical criteria	76 points Maximum	
Minimum pass mark	48 points required to pass	

4. Financial Evaluation

- I. The prices must be in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation and Supplier selection purposes only, the evaluated price of the bid(s) will be determined as per the pricing table detailed in the Basis of Payment at Annex “B”.

5. Basis of Selection

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

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

Phase 1 – Mandatory Criteria

Phase 2 – Technical Merit - Rated Evaluation

Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all bids submitted 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, such bid will not be given further consideration.

Phase 3 – Determination of Highest Ranked Bidder

Highest combined rating of technical merit (60%) and price (40%)



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

$$\frac{\text{Technical Bid Score / Total Technical Merit Points} \times 60}{\text{-----}} + \frac{\text{Lowest price / bidder's price} \times 40}{\text{-----}} = \text{Combined Total Evaluation Score}$$

The Bidders with the highest combined evaluation score will be considered for the award of a SOA.

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 CALL UPS CLAUSES

The following clauses and conditions shall apply to and form part of any resulting Standing Offer Agreement(s) and subsequent call-ups resulting from this RFSO.

1. Offer

- I. The supplier is to provide and deliver to the Senate the goods described in this Standing Offer Agreement (SOA), in accordance with the pricing set out in the SOA, if and when the Senate may request such goods, in accordance with the conditions listed at subsection II below.
- II. The supplier understands and agrees that:
 - a) a call-up (purchase order) against the SOA will form a contract only for the goods which have been called-up, provided that such call-up is made in accordance with the provisions of the SOA;
 - b) the Senate's liability is limited to that which arises from call-ups against the SOA made within the period specified in the SOA;
 - c) the SOA cannot be assigned or transferred in whole or in part; and
 - d) the SOA may be set aside by the Senate at any time.

2. General

- I. The supplier acknowledges that a SOA is not a contract and that the issuance of a SOA and call-up does not oblige or commit the Senate to procure or contract for any goods listed in the Standing Offer. The supplier understands and agrees that the Senate has the right to procure the goods specified in the SOA by means of any other contract, SOA 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 SOA 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.I shall be deemed to have been received by either party:
 - a) If delivered personally, on the day that it was delivered
 - b) If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c) If forwarded by email, on the day it was transmitted.
- III. A notice given under 13 - Termination of Agreement shall be given in writing and, if delivered personally, shall be delivered, if the Supplier is a sole proprietor, to the Supplier.

4. Replenishment of Standing Offer Agreement (SOA) list

- I. The Senate reserves the right to "replenish" the SOA list by offering an SOA to another firm. The basis for deciding which firm will be offered a "replenishment" SOA 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 SOA date.

5. Withdrawal

- I. In the event that the supplier wishes to withdraw the SOA after authority to call-up against the SOA has been given, the supplier must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the SOA. 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 supplier must fulfill any and all call-ups which are made before the expiry of that period.

6. Standing Offer Reporting

- I. The supplier must compile and maintain records on its provision of goods to the Senate under call-ups resulting from the SOA.
- II. The supplier shall report the performance under this SOA to the Senate in whatever format and frequency that the Senate may require.

7. Call-up Instrument

- I. The work will be authorized using a Senate Purchase Order (call-up).

8. Priority of Documents

- I. 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 SOA (purchase order), and any annexes;
 - b) the articles of the Call-up;
 - c) the articles of the SOA; and
 - d) the annexes of the SOA.

9. Applicable Law

- I. The SOA and any call-up resulting from the SOA must be interpreted and governed and the relations between the parties determined, by the laws in force in **Ontario**.

10. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information produced by the Supplier in the performance of this SOA shall vest in and remain the property of the Senate.
- II. Documents shall contain the following copyright notice: © Her Majesty the Queen in Right of Canada (year) as represented by the Senate of Canada

11. Default by the Supplier

- I. If the Supplier is in default in carrying out any of its obligations under the SOA, the Standing Offer Authority may, by giving written notice to the Supplier, terminate for default the SOA, any resulting call-up or part of the SOA or any resulting call-up. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of the SOA within that cure period.



- II. If the Supplier 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 Supplier, or an order is made or a resolution passed for the winding-up of the Supplier, the Standing Offer Authority may, by giving written notice to the Supplier, immediately terminate for default the SOA any resulting call-up or part of the SOA or any resulting all-up.
- III. If the Senate gives notice under subsection I or II, the Supplier will have no claim for further payment except as provided in this section. The Supplier will be liable to the Senate for all losses and damages suffered by the Senate because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate in procuring the Work from another source. The Supplier agrees to repay immediately to the Senate 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 Call-up to perform the Work, the Supplier must provide the services of those individuals unless the Supplier is unable to do so for reasons beyond its control.
- II. If the Supplier is unable to provide the services of any specific individual identified in the call-up, 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 Supplier and be acceptable to the Senate. The Supplier must, as soon as possible, give notice to the Standing Offer Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Supplier must not, in any event, allow performance of the Work by unauthorized replacement persons. The Standing Offer Authority may order that a replacement stop performing the Work. In such a case, the Supplier must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Standing Offer Authority does not order that a replacement stop performing the Work does not relieve the Supplier from its responsibility to meet the requirements of the SOA and any call-up.

13. Termination of Agreement

- I. The Senate may immediately terminate this SOA and subsequent call-ups if the Supplier is for any reason unable to provide the goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate if it is determined that the goods provided by the Supplier are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate upon a ten (10) days written notice if it is determined that the goods provided by the Supplier, 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 reserves the right to terminate the SOA of any supplier 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. A repeated failure means where the company receives written notification from the Senate, at maximum 3 times, concerning issues listed above and no improvements have been done to rectify the issue to the satisfaction of the Senate.



14. Status of the Supplier

The Supplier is an independent entity engaged by the Senate to supply goods. Nothing in the SOA is intended to create a partnership, a joint venture or an agency between the Senate and the other Party. The Supplier must not represent itself as an agent or representative of the Senate to anyone. Neither the Supplier nor any of its personnel is engaged as an employee or agent of the Senate. The Supplier is responsible for all deductions and remittances required by law in relation to its employees.

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

15. Conduct of the Work

- I. The Supplier 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.
- II. The Supplier 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 call-up;
 - d) select and employ a sufficient number of qualified people;
 - e) perform the Work in accordance with standards of quality acceptable to the Senate and in full conformity with the specifications and all the requirements of the call-up; and
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the call-up.

16. Subcontracts

- I. In any subcontract, the Supplier 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 than the conditions of the SOA
- II. Even if the Senate consents to a subcontract, the Supplier is responsible for performing the call-up and the Senate is not responsible to any subcontractor. The Supplier is responsible for any matters or things done or provided by any subcontractor under the call-up and for paying any subcontractors for any part of the Work they perform.



17. Time of the Essence

- I. Time is of the essence for any resulting call-up.
- II. Any delay by the Supplier in performing the Supplier's obligations under a call-up which is caused by events beyond the Supplier's control must be reported in writing to the Senate. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Supplier shall deliver, in a form satisfactory to the Senate, a "work around plan" including alternative sources and any other means that the Supplier will utilize to overcome the delay.
- III. Unless the Supplier complies with the notice requirements set forth in the SOA, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Supplier has complied with the notice requirements, the Senate may exercise any right of termination contained in the SOA.

18. Compliance with Applicable Laws

- I. The Supplier must comply with all laws applicable to the performance of any call-up. The Supplier must provide evidence of compliance with such laws to the Senate at such times as the Senate may reasonably request.
- II. The Supplier 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 Supplier must provide a copy of any required permit, license, regulatory approvals or certificate to the Senate.

19. Indemnity Against Claims

- I. Except as otherwise provided in the call-up, the Supplier shall indemnify and save harmless the Senate 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:
 - a) 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
 - b) 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.

20. Record to be Kept by the Supplier

- I. The Supplier shall keep proper accounts and records of the costs of goods and all expenditures or commitments made by the Supplier 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, who may make copies and take extracts therefrom.
- II. The Supplier shall not dispose of the documents referred to herein without the written consent of the Senate, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the SOA or subsequent call-up or, in the absence of such specification, for a period of two years following the completion of the work or delivery of goods.



21. Amendment

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

22. Assignment

- I. The Supplier must not assign the SOA 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 SOA does not relieve the Supplier from any obligation under the SOA and it does not impose any liability upon the Senate.

23. Safeguarding of Senate Information

- I. It is a MANDATORY REQUIREMENT of this SOA that the Supplier insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting call-up, the storage location of all information is no longer kept in Canada, the Supplier shall notify the Senate Standing Offer Authority immediately in accordance with Section 3- Notice of this SOA.

24. Suspension of the Work

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

25. Default by the Supplier

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

26. Conflict of Interest

- I. The Supplier declares that the Supplier 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 Supplier shall declare it immediately to the Senate.

- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

27. Health and Safety

- I. The Supplier, 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.
- II. If suppliers 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.

28. Discrimination and Harassment in the Workplace

- I. The Supplier 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 Supplier employees during the life of this SOA, the Senate reserves the right to immediately terminate the SOA and any resulting call-ups. In such cases, the Senate shall only be liable for payment for goods delivered. No other costs or fees shall be due or payable by the Senate.

29. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate, its members or any of its staff, employees or suppliers to which the Supplier or any of its employees, staff or sub-suppliers 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. Advertisement

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

31. Integrity Provisions – Standing Offer Agreement

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

32. Entire Agreement

- I. This SOA 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 SOA.

33. Proactive Disclosure

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

34. Authorities

34.1 Standing Offer Authority

The Standing Offer Authority is:

Muma Nji
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

34.2 Project Authority

(To be identified upon standing offer issuance)

34.3 Supplier's Account Representative

(To be identified upon standing offer issuance)



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Standing Offer Agreement

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

2. Extension of Standing Offer Agreement

- I. The Supplier grants to the Senate the irrevocable option to extend the term of the SOA 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 Supplier at least two (2) weeks before the expiry date of the SOA. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

3. Financial Limitations

- I. The total cost to the Senate against all the resulting SOA must not exceed the sum of \$1,215,000.00 (applicable taxes excluded) for the initial period of the SOA unless otherwise authorized in writing by the Standing Offer Authority. The Contractor must not supply any articles which would cause the total cost to the Senate to exceed the said sum, unless an increase is so authorized.
- II. The Contractor must notify the Project Authority as to the adequacy of this sum when 75 percent of this amount has been committed before the expiry date of the SOA, whichever comes first. However, if at any time, the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the Standing Offer Authority.
- III. The Senate of Canada reserves the right to increase or reduce the total financial limitation depending on its requirements.

4. Basis of Payment

- I. In consideration of the Supplier satisfactorily completing all of its obligations under the Contract, the Supplier will be paid in accordance with the cost specified in Annex B - Basis of Payment.
- II. The Senate will not entertain any charges which are not specified in Annex B - Basis of Payment unless approved by the SO Authority

5. Invoicing

- I. For each purchase order issued against any resulting SOA, the Supplier shall submit one detailed invoice which must include, at a minimum:
 - a. the date the good was delivered,
 - b. a list of the items with the quantity and cost
 - c. and the Purchase Order reference number.
- II. The Supplier'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 Project Authority or their delegated authority before payment is issued.

IV. Payment by the Senate to the Supplier for work shall be made:

- a. 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;
- b. 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;
- c. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Supplier.

6. Method of Payment

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

7. Sales Tax

- I. The Senate 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.

8. 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 Supplier 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 Supplier. In the event that the Senate is not responsible for the delay in paying the Supplier, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Supplier any interest on unpaid interest.



ANNEX A – STATEMENT OF REQUIREMENT

1. Requirement

Purchase of HP Laptops

2. Objective

Establish one or more standing offer agreement(s) for the purchase of HP Laptops for a period of three (3) years with two – one (1) year option periods to provide the Senate with technological equipment.

The vendor(s) must keep minimum inventory level in their warehouse in order to address the Senates’ needs within the specified delivery timeframe.

3. Background

Every year, the Information Services Directorate (ISD) must purchase Laptops in order to replace those that are at the end of their lifecycle, as well as provide equipment to new employees at the Senate. These standing offers will help ISD in providing Information Technology (IT) equipment to Senators and Senate employees in a regular and timely manner.

Specifically, ISD is looking to purchase laptops to complement workstations and to meet the operational needs of the Senate.

Equipment warranties would not commence prior to the goods being received by the Senate.

4. Scope of Services

The following table demonstrates the projections of laptops purchases for the Senate for the three years of the SOA as well as the two one (1) year options, based on the purchases from previous years and life cycling of the equipment.

EQUIPMENT	YEAR 1	YEAR 2	YEAR 3	OPTIONAL 1 YEAR PERIODS
Laptops	260	275	275	290
Laptops Subtotal	260	275	275	290

The current workforce in the Senate includes approximately 750 employees and 105 senators. As it continues to progress towards a mobile workforce, we forecast that the Senate will purchase approximately 810 laptops over the next 3 years.

5. Specifications and Requirements

a. Laptop Computer HP Elitebook X360 G8

The Laptop Computer will meet or exceed the minimum specification characteristics as defined in this section for this type of computer system.

Item	Description of Requirement
1.	STANDARD PROCESSOR 11 th GEN <u>Intel Core i5</u>

Item	Description of Requirement
2.	CPU Intel Tiger Lake
3.	MEMORY 16GB of RAM
4.	INTERNAL STORAGE 256 GB Solid State Drive (SSD)
5.	GRAPHICS Intel Iris Xe integrated Graphics
6.	WIRELESS DISPLAY CAPABILITY All Computer systems will support a remote display capability to peripheral displays (i.e. Miracast) All computer systems will have the following to support Windows 10 Miracast: Windows Display Driver Model (WDDM) 1.3 Graphics drivers with Miracast support WiFi driver will be Network Driver Interface Specification (NDIS) 6.3 or newer
7.	BIOS UEFI-compatible DMI flashing tool required
8.	INTEGRATED WEBCAM Integrated HD 720P triple mic webcam
9.	WIRED LAN NETWORKING Ethernet LAN connectivity All Computer systems will support wake-on-LAN and network booting technology
10.	WIRELESS LAN CONNECTIVITY Intel® Dual Band Wireless-AX201 802.11a/b/g/n/ac (2x2) Wi-Fi 6 and Bluetooth® 5 Combo, non-vPro®
11.	WIRELESS DATA INTERCONNECTION Bluetooth 5.0
12.	OPERATING SYSTEM English or French as ordered OEM Windows 10 Professional 64-bit
13.	SYSTEM RECOVERY SOFTWARE One (1) master copy of factory recovery media to restore the device’s software to its original manufacturer settings will be from a downloadable source, USB, or DVD; no physical copy will be included in the packaging.
14.	DRIVERS All computer system drivers and software will be available for Windows 10 Professional for the duration of the computer system warranty
15.	CONNECTIVITY Two (2) USB ports (USB 3.2) Audio jack(s) (i.e. microphone and headphone) 2 – USB Type-C
16.	INTEGRATED DISPLAY 17.14 in. touch screen Resolution: 1920x1080 (Min)

Item	Description of Requirement
17.	DOCKING 5TW10AA#ABA Docking station or Port Replicator with dedicated power supply There will be two (2) digital video outputs (e.g. DisplayPort, HDMI) Wired Ethernet LAN interface Integrated USB Hub with 4 downstream ports Audio jack(s) (i.e. microphone and headphone)
18.	PHYSICAL LOCKING SYSTEM A reinforced security device attachment point to permit a lock or cable-based security system to secure the computer system to a physical location
19.	KEYBOARD English or French-Canadian keyboard
20.	ENVIRONMENTAL DESIGN AND TEST LIMITS All laptop computers supplied under the Framework Agreement will be Mil-Spec compliant
21.	WEIGHT (Maximum) The weight of the laptop computer including battery will be less than 2.3kg or 5 lbs
22.	POWER SUPPLY Of sufficient power to supply all factory- installed components
23.	WARRANTY 3 years manufacturer’s warranty

b. Laptop options

Item	Description of Requirement
1.	DOCKING 5TW10AA#ABA Docking station or Port Replicator with dedicated power supply There will be two (2) digital video outputs (e.g. DisplayPort, HDMI) Wired Ethernet LAN interface Integrated USB Hub with 4 downstream ports Audio jack(s) (i.e. microphone and headphone)
2.	LOCK A lock to secure the device to a physical location that is compatible with the specified physical security slot
3.	ADDITIONAL WARRANTY One-year standard warranty
4.	LAPTOP CASE Standard bag to carry laptop and peripherals Optional backpack variant
5.	EXTERNAL USB-C to RJ-45 (Ethernet cable) USB-C to RJ-45 adapter

6. Requirements for all computer Systems

All computer systems must be off-the-shelf. The product must be composed of standard equipment requiring no further research or development and must be in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer.

All computer systems must be new, in that it will not be refurbished equipment and all computer systems must be from the original manufacturer. All parts supplied by the bidder for maintenance services must be new or of equal quality and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer.



All operating and safety instructions must be provided in English and French, available online from a downloadable source; no physical documentation will be included in the packaging.

7. Pre-imaging of laptops.

The pre-imaging of laptops may be requested by the Senate and based on an image provided by the Senate to the winning bidders. Details, including impact on deliveries, will be worked out with the winning bidders.

8. Delivery

All deliveries will be made to the Senate of Canada, 2303 Stevenage Drive, Ottawa, Ontario K1G 3W1 during business hours (7:00 am to 3:00 pm local time) on any business day. The Senate will not accept any deliveries made outside the stated hours, unless negotiated. Deliveries will be made FOB Destination. The supplier will be solely responsible for the condition of the items until the unloading of items at the delivery location.

Products shall be packaged appropriately to ensure safe delivery. The packing slip must include the following information:

- Senate Purchase Order Number
- Quantity
- Product high level description (ie, Laptop)
- Quantity ordered and shipped
- Quantity not shipped or backordered

Deliveries must be made by the supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

The Bidder agrees that all laptop computers will be delivered to the Senate within the identified business days based on the purchase order quantities specified. The delivery timeline commences upon Bidder's receipt of a purchase order.

- o 1-10 units: 5 business days
- o 11-25 units: 10 business days
- o 26-50 units: 20 business days
- o 51+ units: Negotiated

Where delivery timelines cannot be met, the Bidder will advise the Senate within two (2) business days.

9. Safety Stock

The Bidder must keep a safety stock of at least ten (10) of each item listed above. These items must be available to the Senate as required.

10. Meetings

Virtual Meetings will be held as determined to discuss product road maps, new products, challenges and solutions.

11. Return items

Any items returned will be at no cost to the Senate. There shall be no cost for the delivery of the replacement item.



12. Damaged or Defective Shipment

Products will not be accepted upon delivery if:

- The products or packaging of products are defective (e.g. broken and/or damaged);
- The products or packaging of products are not delivered as agreed; or
- The products were substituted without prior approval of the Senate.

The supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective products from the Senate's location. The Senate will not be responsible for any re-stocking charges due to damaged or defective Products received.

13. Back Order

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date. The Senate will have an option to cancel or keep the back orders.

14. Discontinued Products

The supplier shall notify the Senate of Canada project authority in writing as soon as they become aware of one of the products being discontinued and provide information on a recommended replacement,

15. Product Warranty

All products shall be warranted against but not limited to faulty parts and manufacturing defects from date of receipt by the Senate.

The Supplier shall be responsible to arrange for product exchange on behalf of the manufacturer where the manufacturer's warranty applies. All shipping costs related to approved warranty exchanges shall be at no cost to the Senate.

16. Recall Products

The Supplier shall advise the Senate of any defective products recalled by the manufacturer or any Standards Development Organization ("SDO") (e.g. Canadian Standards Association), as soon as they are made aware.

Regardless of the nature of the recall, the Supplier shall be responsible for all shipping costs related to the return of the recalled item. The Supplier shall also be responsible for the replacement of the recalled item.

17. Environmental Considerations

The Supplier shall keep the Senate informed of any environment-friendly products, new technologies and/or green initiatives. The Supplier shall advise the Senate of any environment-friendly products, new technologies and/or green initiatives available.

18. Optional Additional Products and Services

The Senate of Canada reserves the right to add or delete items throughout the term of the resulting Standing Offer Agreements.



19. Customer Support

The Supplier shall provide effective customer support including, but not limited to:

- A bilingual account manager must be assigned to the Senate to support their needs by providing day-to-day and ongoing administrative support;
- Reply to inquiries in a timely manner or provide next business day response to all requested information and documentation and issue resolution;
- Easy access to the supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Establishing an ongoing communications program with the Senate (e.g. new Products and initiatives, substitution Products, discontinued Products);
- Providing written notice to Senate on any scheduled shut down that would impact services; and
- Attend business meetings, as determined with Senate

20. Service Portal

A service portal can be made available to the Senate, if available, to provide service management that is not limited to the following:

- Information communications related to service request tickets (i.e. ordering, advanced replacement, and return -to-depot requests),
- shipment details (i.e. RMA number or shipment courier tracking number), and work order status.

21. Inspection and Quality Assurance

The Senate will inspect the delivered items upon delivery as part of its quality assurance process to ensure the product received is in conformity with the specified requirements.

The supplier will be promptly notified when any items are not accepted, and such items will be returned at the supplier's expense.

22. Substitute Products

The supplier must provide the Senate's Project Authority with thirty (30) days written notice for any proposed changes to products described in the SOA. This notification must include the description of the proposed substitute product or a sample of such for testing by the Senate. In such cases the Project Authority may accept the substitute product or in cases of rejection, the Senate may request that the selected supplier provide alternative items for testing.

The Senate may request samples to validate the quality or other properties of the proposed substitute products.



ANNEX B – BASIS OF PAYMENT

The prices given below for the products listed shall remain in force for the initial 3-year period of the SOA. Any reduction or cost savings that the Supplier receives shall be past on to the Senate of Canada. The Supplier shall notify the Senate as soon as they are made aware of this cost savings.

All packaging, delivery etc. must be included in your cost.

NOTE: Bidders must provide all inclusive price(s) for all items (excluding non-evaluated item)

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

All Applicable taxes are extra to these prices

Refer to the Statement of Requirement for the details of each items for pricing.

HP Laptops				
		Unit Cost		
Item No	HP Laptops	Year one	Year two	Year three
1.	Laptop Computer HP Elitebook X360 G8 as described in the statement of requirement			
Laptop Computer Options				
2.	Docking Station			
3.	Lock			
4.	Additional one (1) year Warranty			
5.	Laptop case			
6.	External USB-C to RJ-45 (Ethernet cable)			
Sub Total		\$	\$	\$
Total all inclusive cost For evaluation purposes only		\$		

Non-Evaluation Item				
		Unit Cost		
Item No	Description	Year one	Year two	Year three
1.	Pre-Imaging of Laptops			

ANNEX C – 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 D – 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

CANADIAN \$ | OTHER CURRENCY (By Cheque Only)

Method of Payment:

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

Direct Deposit Email Payment Notification:

EMAIL Address 1

EMAIL Address 2

Section 3 - CONSENT

I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents.

Name:

Signature: Date:

COMMENTS:

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

Proc-Appr@sen.parl.gc.ca

Proc_2018-08-16