



REQUEST FOR PROPOSAL (RFP)

Subject:

Criminal Record Verification Services including name and date of birth-based verifications

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

| | | |
|-----------------------------------------|-------------------------------------------------------------------|-------------------------------------|
| Issue Date: July 21, 2021 | Closing Date and Time: August 11, 2021 at 11:00 DST | RFP No: SEN-010 21/22 |
|-----------------------------------------|-------------------------------------------------------------------|-------------------------------------|

SENATE INFORMATION

For all inquiries the Contracting Authority is:

Contact: Remy Duerto
Title: Senior Procurement Officer
Address: 40 Elgin Street, 11th floor
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888
E-mail: Proc-Appr@sen.parl.gc.ca

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

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

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide the Senate of Canada, upon the terms and conditions set out herein, including attachments to this document, the services listed herein and on any attachment at the prices (s) set out, therefore.

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

| | | | |
|-------------------------|--|-------------|--|
| Name of Firm: | | | |
| Name of Representative: | | | |
| Authorized Signature: | | Date: | |
| Position Title: | | | |
| Email Address: | | | |
| Telephone Number: | | Fax Number: | |

Table of Contents

PART 1 - GENERAL INFORMATION 4

- 1. *Introduction*.....4
- 2. *Summary*4
- 3. *Debriefings*.....4
- 4. *Bid Submission Language*.....4
- 5. *Key Terms and Definitions*.....4

PART 2 – BIDDER INSTRUCTIONS 6

- 1. *Prelude*6
- 2. *Signature Requirement*6
- 3. *Irrevocable Bids*.....6
- 4. *Cost Related to the Preparation of Bids*6
- 5. *Joint Venture*6
- 6. *Inquiries and Communications*.....7
- 7. *Provision of False or Incorrect Information*7
- 8. *Price Justification*7
- 9. *Conflict of Interest – Unfair Advantage*.....7
- 10. *Ownership of RFP documents*8
- 11. *Funding Approvals*.....8
- 12. *Applicable Laws*.....8
- 13. *Level of Security*8

PART 3 – BID PREPARATION INSTRUCTIONS 10

- 1. *Bid Preparation Instructions*.....10

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION 12

- 1. *Evaluation Procedures*.....12
- 2. *Mandatory Criteria (Phase 1)*.....12
- 3. *Rated Evaluation Criteria (Phase 2)*18
- 4. *Financial Evaluation*21
- 5. *Basis of Selection*.....21

PART 5 - RESULTING CONTRACT CLAUSES 23

- 1. *Appropriate Law*.....23
- 2. *Assignment*.....23
- 3. *Time is of the Essence*23
- 4. *Indemnity against Claims*.....23
- 5. *Inspection and Acceptance*.....23
- 6. *Termination of Contract*.....24
- 7. *Notice*24
- 8. *Warranties*24
- 9. *Records to be kept by the Contractor*.....25
- 10. *Confidentiality*.....25
- 11. *Safeguarding of Senate information*25
- 12. *Rules and Regulations*25
- 13. *Miscellaneous Restrictions*25

| | |
|----------------------------------------------------------------------------|-----------|
| 14. Subcontracts..... | 26 |
| 15. No Implied Obligations..... | 26 |
| 16. Performance..... | 26 |
| 17. Amendments to the Contract..... | 26 |
| 18. Ownership of Intellectual and Other Property Including Copyrights..... | 26 |
| 19. Conflict of Interest..... | 27 |
| 20. Discrimination and Harassment in the Workplace..... | 27 |
| 21. Health and Safety..... | 27 |
| 22. Advertisement..... | 27 |
| 23. Entire Contract..... | 27 |
| 24. Authorities..... | 27 |
| 25. Replacement of Specific Individuals..... | 28 |
| 26. Priority of Documents..... | 29 |
| 27. Proactive Disclosure..... | 29 |
| PART 6 – TERMS OF WORK AND PAYMENT..... | 30 |
| 1. Period of the Contract..... | 30 |
| 2. Contract Amount..... | 30 |
| 3. Basis of Payment..... | 30 |
| 4. Invoicing..... | 30 |
| 5. Method of Payment..... | 31 |
| 6. Sales Tax..... | 31 |
| 7. Interest on Overdue Accounts..... | 31 |
| ANNEX “A” – STATEMENT OF WORK (SOW)..... | 32 |
| ANNEX “B” – BASIS OF PAYMENT..... | 35 |
| ANNEX “C” – LANGUAGE PROFICIENCY..... | 36 |
| ANNEX “D” – DIRECT DEPOSIT ENROLLMENT FORM..... | 37 |

PART 1 - GENERAL INFORMATION

1. Introduction

1.1 The Request for Proposal (RFP) 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 RFP.
- 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
- Annex "B" Basis of Payment
- Annex "C" Language Proficiency
- Annex "D" Direct Deposit Enrollment Form

2. Summary

2.1 The Senate of Canada (Senate) is seeking to establish a contract for criminal record verification services, including name and date of birth based verifications for a period of five (5) years from award of contract as defined in Annex "A" - Statement of Work (SOW).

3. Debriefings

3.1 Bidders may request a debriefing on the results of the RFP process. Bidders 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. Bid Submission Language

4.1 Submissions will be accepted in either English or French.

5. Key Terms and Definitions

| TITLE | DESCRIPTION |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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. |
| Contract Price | the amount expressed in the contract to be payable to the Contractor for the finished work |
| Day | means working day unless otherwise specified |

| TITLE | DESCRIPTION |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Responsive Bid | a bid that complies with the invitation to bid and all prescribed |
| Statement of Work (SOW) | the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered. |

PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- 1.1 The Senate of Canada invites “Bidders” to respond to this Request for Proposal (RFP) to provide criminal record verification services by way of name and date of birth check for a **period of five (5) years from award of contract**, as defined in Annex “A” - Statement of Work (SOW) set forth in this RFP.

2. Signature Requirement

- 2.1 Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- 2.2 The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFP.
- 2.3 Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- 3.1 Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the RFP, unless specified otherwise in the RFP.
- 3.2 The Senate reserves the right to seek an extension of the bid irrevocability period from all responsive bidders, in writing and within a minimum of **seven (7) days** before the end of the bid irrevocability period. If the extension request is accepted by all responsive bidders, the Senate will continue with 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 Bids

- 4.1 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 RFP. All electronic documents shall become the property of the Senate of Canada and will not be returned.

5. Joint Venture

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

require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Inquiries and Communications

- 6.1 The Contracting Authority for all inquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's bid.
- 6.2 RFP enquiries regarding this RFP must be received by e-mail at: Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than August 3, 2021 at 11h00 DST**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the Senate of Canada.
- 6.3 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.

7. Provision of False or Incorrect Information

- 7.1 The Senate of Canada 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 of Canada may refer cases of fraudulent misrepresentation to the appropriate authorities.

8. Price Justification

- 8.1 In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justifications:
- a current published price list indicating the percentage discount available to the Senate; or
 - a copy of paid invoices for similar services provided to other clients; or
 - a price breakdown showing the cost of direct labor and profit; or
 - price or rate certifications; or
 - any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

- 9.1 In order to protect the integrity of the procurement process, Bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
- 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 RFP 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 RFP 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.

9.2 The experience acquired by a Bidder who is providing or has provided the services described in the RFP (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.

9.3 Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

10. Ownership of RFP documents

10.1 This RFP 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 RFP and shall be considered to be 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 Bidders 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

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

12. Applicable Laws

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

13. Level of Security

13.1 In accordance with the Senate Accreditation Policy a valid security clearance is a condition of all Senate contracts and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.

13.2 The Contractor shall ensure that before any work can be undertaken for the Senate, all individuals, including affiliates and subcontractors working on any

resulting contract(s) must undergo the Senate security screening process and successfully obtain a Senate security clearance at the level of “Secret”, or, have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Equivalent security status or clearances must be approved by the Senate prior to the initiation of any work.

- 13.3 Individuals that do not hold a valid security clearance at the level of “Secret” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

File I: Mandatory Criteria (one soft copy in PDF format) and Page 1 of the RFP signed and all other pages initialed.

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 “D” - Direct Deposit Enrollment Form (one soft copy in PDF format)

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

- a. Use a numbering system that corresponds to the RFP.

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

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

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 Bidders when the submission is received.

File I: Mandatory Criteria

1. 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.

File II: Technical Bid

1. In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the RFP 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.
2. 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 of Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

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

1. Pricing must include all requirements as set forth in the RFP.
2. Bidders must submit their Financial Bid, in Canadian funds, in accordance with Annex “B” - Basis of Payment.

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

1. 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

- 1.1 Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- 1.2 The Senate of Canada shall conduct the RFP process in a fair manner and will treat all Bidder's equally. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- 1.3 An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- 1.4 It is the responsibility of the Bidder to ensure that their bid is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

2. Mandatory Criteria (Phase 1)

- 2.1 Bidders 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
- 2.2 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.
- 2.3 Bidders **MUST meet all the mandatory requirements** of the RFP. No further consideration will be given to Bidders not meeting all the mandatory criteria.

The mandatory criteria are:

| MANDATORY CRITERIA TABLE | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-----------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>M1. Accreditation</p> <p>The Bidder and its subcontractors shall be RCMP accredited to provide name and date of birth criminal record verification and in-house electronic fingerprinting services</p> <p>The Senate reserves the right to validate the proof provided.</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 • proof (a certificate or email from the RCMP) of being accredited by the RCMP for conducting Criminal Record Verification including name and date of birth verifications. | | |

| MANDATORY CRITERIA TABLE | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| | <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M2 Secure Online Portal</p> <p>The bidder must provide access to an online or web-based portal as outlined in Annex “A” – Statement of Work that:</p> <ul style="list-style-type: none"> • has a secure and encrypted connection; • enables Senate Security to review, submit and manage CRNC checks; • is bilingual (English and French); • is available 24/7, including statutory holidays | <p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating that the bidder can provide an online or web-based portal that meets the requirements outlined. <p>This information must be provided under Mandatory Criterion (M2) in your submission</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M3. Security Clearance of Staff</p> <p>The Bidder must provide confirmation that the individuals working on the resulting contract meet the security requirements outlined in the Annex “A” Statement of Work and have the appropriate security clearance levels as stipulated in section 13 of the Bidders’ Instructions and that they have the training to use and have access to the fingerprints of the Customer’s applications and other information provided in relation to the applicant’s criminal record check.</p> | <p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating that the individuals working on the resulting contract meet the security requirements outlined <p>This information 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. Area of Service</p> <p>The Bidder and its sub-contractors shall be RCMP accredited to provide criminal record verification services by way of name and date of birth check and electronic fingerprinting services across</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 | | |

| MANDATORY CRITERIA TABLE | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| Canada including remote areas within Canada. | <ul style="list-style-type: none"> the bidder shall provide a listing of all provinces and territories (including cities) where the service is available. <p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M5. Bidder's Account Manager</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 services.</p> <p>The account manager must meet the language proficiency level intermediate as described in Annex "C" - Language Proficiency.</p> | <p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> the account manager's full name confirmation that they meet the Language Proficiency. <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M6. Bidders Years of Experience</p> <p>The Bidder must have a minimum of five (5) years of experience within the last seven (7) years providing criminal record verification services and electronic fingerprinting services, similar in scope and complexity as the work described in the Statement of Work – Annex "A".</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>This information must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M7. Data stored in Canada</p> <p>The Bidder must confirm in writing that all data pertaining to the</p> | <p>In order to meet this Mandatory requirement, the Bidder must provide:</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| Senate of Canada must be stored in Canada and that records, information, data obtained through the contract cannot be distributed or held by anyone outside Canada. | <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement; • identify the location of where in Canada the data will be stored <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M8. Information Security – Return and Destruction of all Senate Data</p> <p>The bidder must provide assurance that, upon termination of the contract or upon written request, all Senate data will be provided to the Senate of Canada in a useable format and wiped from the contractor’s system and backups once the Senate confirms receipt of all Senate data.</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>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M9. Security of information</p> <p>The Bidder must confirm that any information obtained is used strictly for the purposes of criminal record verification as outlined in the statement of work.</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>This information must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M10. Information Management – Destruction of expired individual cases during the term of the contract</p> | <p>In order to meet this mandatory criterion, the bidder must provide:</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>The Bidder must provide assurance that, in accordance with the instructions provided by the Senate for the application of the retention and disposition schedule to specific individual cases that expire during the term of the contract (and for which the bidder provided services), such cases will be provided to the Senate in a usable format and wiped from the bidder's system and backups once the Senate confirms receipt of all Senate data. The information shall be returned to the Senate prior to destruction.</p> | <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criteria (M10) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p> | | |
| <p>M11. References</p> <p>The Bidder must provide letters from two (2) organizations (one must be a Canadian Federal Government Department) to whom they have provided similar services, for a minimum period of one (1) year, within the last five (5) years.</p> <p>The letter must be on the letterhead of the referenced company.</p> <p>The Senate of Canada may contact the references to confirm that the work was completed in a satisfactory manner.</p> <p>References should be available two (2) weeks after the closing of the RFP.</p> <p>These two references will be evaluated in R2 below.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p> | <p>In order to meet this Mandatory requirement, the Bidder must provide two (2) references which include the following:</p> <ul style="list-style-type: none"> • client (name of the organization); • client contact name; • client contact phone number and/or e-mail address of that individual; and • brief outline of the work provided <p>All information requested must be provided under Mandatory Criterion (M11) in your submission</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p> | | |

| MANDATORY CRITERIA TABLE | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|
| Mandatory Criteria | Submission Requirements | Met / Not Met | Cross Reference |
| <p>M12. Reporting</p> <p>The Bidder must be able to provide access via a portal (online/web-based) in order that the Senate can download reports (name based and DOB based as outlined in the Statement of Work – Annex “A”, section 6 – Reporting Requirements.</p> <p>If a portal access is not available, the Bidder must be able to provide the required reports in a turnaround time of no more than two (2) business days.</p> | <p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> ▪ a statement indicating compliancy with the mandatory requirement. ▪ A statement indicating if a portal or hard copy reports will be provided within the timeline indicated. <p>This information must be provided under Mandatory Criterion (M12) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M13. 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 the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M13) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |
| <p>M14. Acceptance of resulting contract clauses</p> <p>The Bidder must confirm that, should they be the successful Bidder, they accept the resulting contract clauses outlined in Part 5 – Resulting Contract Clauses.</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>This information must be provided under Mandatory Criterion (M14) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p> | | |

3. Rated Evaluation Criteria (Phase 2)

- 3.1 Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **123 points** for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- 3.2 Price is only one criterion in the evaluation of bids. The Senate of Canada is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.
- 3.3 The Bidder must include the Technical Evaluation 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.
- 3.4 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 TABLE | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference Section |
| <p>R1. Understanding the Requirement</p> <p>The Bidder shall demonstrate their understanding of the requirement outlined in the Statement of Work – Annex "A".</p> <p>The Bidder shall include in their understanding of the requirement the following but not limited to:</p> <p>For each item below, the bidder shall also confirm RCMP accreditation</p> <ul style="list-style-type: none"> explain how the contractor and sub-contractors meet the accreditation requirements of the senate and provide proof of accreditation. explain their ability to provide criminal record verification services by way of name and date of birth check (as the primary service). explain their ability to conduct Digital Fingerprinting Services. | <p>Maximum 100 points</p> <p><u>Each bullet shall be rated on 10 points</u></p> <p>0-3 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p>4-6 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p>7-10 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 of the rated criteria.</p> | |

| TECHNICAL EVALUATION CRITERIA TABLE | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference Section |
| <ul style="list-style-type: none"> • explain their ability to conduct International criminal record checks. • explain their ability to conduct Ink to digital fingerprint conversion. • explain their ability to conduct Ink fingerprints as required. • explain how they will return all confidential information of the Customer's applicants following any expiry or termination of contract, or upon the written request. • explain how they will destroy the fingerprints it collected from Customer's applicants within 90 days after the day for which it was collected. • explain how they will retain the Customer's applicants' requests, consisting of transaction date, transaction type, name, date of birth, address for the duration of the contract and must destroy at the expiry or termination of contract, or upon written request. • explain what, where and how alternate data storage site can support our requirements should the primary site encounter a disruption as part of their business continuity plan. | | |
| <p>R2. Bidder References</p> <p>The two (2) references organizations (one must be a Federal Government Dept) in Canada, provided in M11, will be evaluated on the following information:</p> <ul style="list-style-type: none"> • The similarity of the service (including emergency notification protocols); • brief outline of the work provided; and • References must be available two (2) weeks after the closing of the RFP. <p>The Senate of Canada <u>reserves the right</u> to contact the references to confirm the information provided.</p> | <p style="text-align: center;">Maximum 30 points</p> <p><u>Each reference submitted shall be rated on 15 points</u></p> <p>1-5 points: The Reference provided validates a minimal similarity to the work requested in the SOW.</p> <p>6-10 points: The Reference provided demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p>11-15 points: The Reference provided validates a full similarity to the work requested in the SOW.</p> | |

| TECHNICAL EVALUATION CRITERIA TABLE | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference Section |
| The Senate of Canada cannot be used as a reference. | | |
| R.3 Accessibility Plan Bidder shall describe its plan to remove and prevent all barriers to all people. | Maximum 5 points 0 points: - The Bidder did not identify their plan 5 points: - The Bidder identified their plan | |
| R4. Reporting The Bidder shall provide the report outlined in Annex “A” – Statement of Work and shall indicate if reports can be customized. The Bidder shall also indicate if the Senate Project Manager shall have the capability of downloading various reports directly. | Maximum 10 points 0-5 points: The report meets the requirements but cannot be customized 6-10 points: The report meets the requirements and can be customized | |
| R5. IT Security Controls The bidder shall describe their IT Security Program, outline their IT security controls, and security hardening practice for both the bidder’s IT infrastructure, relevant application, and web-based client portal. This can include but is not limited to: <ul style="list-style-type: none"> • Internal / External Vulnerability Assessments • Penetration testing • Internal / External Threat and Risk Assessments • Internal / External Secure code review • Mitigation against cyberattacks • Intrusion Detection • Patch Management Systems hardening | Maximum 15 points 0-5 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria. 6-10 points: Information provided demonstrates understanding for most but not all the elements of the rated criteria. 11-15 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 of the rated criteria. | |

| TECHNICAL EVALUATION CRITERIA TABLE | | |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference Section |
| R6. Green Business Practices The Bidder shall outline their company's sound environmental practices. | Maximum 5 points 0 point: The Bidder does not demonstrate green business practices. 5 points: The Bidder demonstrate green business practices. | |
| R7. Storage of information The Bidder must explain how they manage, safeguard Senate information, data. | Maximum 10 points 0-5 points: Information provided demonstrates a minimal understanding that is relevant to the rated criteria. 6-10 points: Information provided demonstrates understanding for most of the elements of the rated criteria. | |
| Total of all the point rated technical criteria | 175 points Maximum | |
| Minimum pass mark | 123 points required to pass | |

4. Financial Evaluation

- 4.1 The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- 4.2 For bid evaluation and contractor selection purposes only, the evaluated price of the bid(s) will be determined in accordance with Annex "B" - Basis of Payment.

5. Basis of Selection

Highest Combined Rating of Technical Merit (80%) and Price (20%)

A bid must comply with all the requirements of the RFP. If it is determined that a bid does not comply with any of the requirements of the RFP, 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 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

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:

For evaluation purposes, the total of Annex “B” – Basis of Payment shall be used.

$$\frac{\text{Technical Proposal Score} \times 80}{\text{Maximum Number of Points}} + \frac{\text{Lowest Price} \times 20}{\text{Bidder's Price}} = \text{Combined Evaluation Score}$$

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

In the case of a tie bid, when all factors including pricing are considered equal, a coin toss shall be used to determine which of the tied Bidders receive the award.

PART 5 - RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

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

2. Assignment

- 2.1 The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- 2.2 No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

3. Time is of the Essence

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

4. Indemnity against Claims

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

5. Inspection and Acceptance

- 5.1 All reports, deliverables, items, documents, goods and all services rendered under the Contract are subject to inspection by the Project Authority or his/her

representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her 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 of Canada reserves the right of access to any records resulting from this contract.

6. Termination of Contract

- 6.1 The Senate of Canada may immediately terminate this contract if the Contractor is for any reason unable to provide the services required under this agreement. Such termination notice shall be made in writing.
- 6.2 The contract may be immediately terminated by the Senate of Canada if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- 6.3 The contract may be terminated by the Senate of Canada upon a **ten (10) days** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.
- 6.4 Either party may terminate this contract upon a **ten (10) days** written notice.
- 6.5 In the event that the contract is terminated prematurely the Contractor shall be paid for work done.

7. Notice

- 7.1 Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- 7.2 Any notice or other communication given in writing in accordance with paragraph 7.1 shall be deemed to have been received by either party:
 - a. If delivered personally, on the day that it was delivered
 - b. If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c. If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- 7.3 A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor.

8. Warranties

The Contractor warrants that:

- 8.1 it is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- 8.2 it shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- 8.3 it has complete authority to enter into this Contract; and
- 8.4 all work commenced under this contract will be completed in full.

9. Records to be kept by the Contractor

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

10. Confidentiality

- 10.1 Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors to which the contractor or any of its employees, or affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work.

11. Safeguarding of Senate information

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

12. Rules and Regulations

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

13. Miscellaneous Restrictions

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

13.2 It is the intention of the parties that the contract is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.

13.3 No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

14. Subcontracts

14.1 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.

14.2 In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.

14.3 Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

15. No Implied Obligations

15.1 It is the intention of the parties that this agreement is for the provision of services. The Contractor is engaged as an independent contractor providing services in accordance with this contract, to the Senate of Canada. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate of Canada.

16. Performance

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

17. Amendments to the Contract

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

18. Ownership of Intellectual and Other Property Including Copyrights

18.1 Documents and information ("work") produced by the Contractor in the performance of this contract as well as the copyrights in and to the work, shall vest in and remain the property of the Senate of Canada.

18.2 Work shall be marked with the following copyright notice: © Senate of Canada (year).

19. Conflict of Interest

19.1 The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.

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

20. Discrimination and Harassment in the Workplace

20.1 The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.

20.2 If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

21. Health and Safety

21.1 The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- a. Refraining or minimizing the use of scented products while in the Senate workplace;
- b. Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- c. No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

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

22. Advertisement

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

23. Entire Contract

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

24. Authorities

24.1 Contracting Authority

The Contracting Authority for the Contract is:

Remy Duerto
Senior Procurement Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4

Telephone: 613-995-8888

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

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.

24.2 Project Authority

The Project Authority for the Contract is:

To be Determined

The Project Authority is the representative of the department for whom the Work is being carried out under the Contract and is responsible for the successful completion of the project. The Project Authority has the ultimate authority on all aspects for the project. 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.

24.3 Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

Name: xxxx
Title: xxxx
Telephone: xxxx
Email: xxxx

25. Replacement of Specific Individuals

25.1 If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.

25.2 If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.

25.3 The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

26. Priority of Documents

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

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

27. Proactive Disclosure

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

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

- 1.1 The Contractor shall, **from award of contract for a period of five (5) years**, provide name and date of birth criminal record verification services, as outlined in the Annex “A” - Statement of Work.

2. Contract Amount

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

3. Basis of Payment

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

4. Invoicing

- 4.1 The Contractor shall submit a monthly detailed invoice which must include, at a minimum:
- The contract number, and unique invoice number;
 - The date service provided;
 - The candidate’s name;
 - The location of service;
 - The service provided and the associated fee.

- 4.2 The Contractor’s certified invoice shall be forwarded to:

**The Senate of Canada
Finance and Procurement Directorate
40 Elgin Street, 11th floor
Ottawa, Ontario
K1A 0A4 Canada**

or by e-mail at: finpro@sen.parl.gc.ca

- 4.3 The invoice must be reviewed and signed by the Project Authority or their delegated authority before payment is issued.

- 4.4 Payment by the Senate to the Contractor for work shall be made:

- In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
- In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;

- 4.5 If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

5. Method of Payment

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

6. Sales Tax

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

7. Interest on Overdue Accounts

For the purpose of this section:

- 7.1 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.
- 7.2 An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- 7.3 "Date of payment" means thirty (30) days from the date of receipt of the invoice at the Senate.
- 7.4 The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- 7.5 The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- 7.6 The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

ANNEX “A” – STATEMENT OF WORK (SOW)

1. Title

To provide criminal record verification services for the Senate of Canada.

2. Background

The *Senate Security Accreditation Policy* requires the Senate to conduct a security accreditation check on all potential employees, contractors, students and volunteers of the Senate. The Senate has conducted over 1200 criminal record verifications over the course of the past 24 months.

3. Objective

The objective is to obtain a service of an RCMP-accredited service provider who will perform the following:

- CPIC Canadian Police Information Centre/ criminal record verification services by way of name and date of birth checks (as the primary service);
- Digital Fingerprinting Services;
- International criminal record checks;
- Ink to digital fingerprint conversion; and
- Ink fingerprints as required.

4. Term

The resulting contract shall be for a period of five (5) years commencing upon signature of contract.

5. Scope of Work

The Contractor shall:

- be accredited by the RCMP;
- ensure staff working on senate files have appropriate security clearances mentioned in this document.
- provide online or web-based access to a portal, that allows secure access to review, submit and manage criminal record verification services by way of name and date of birth checks;
- provide the Senate with the results of a criminal record verification check within two (2) business days after a request is made;
- provide results, via the RCMP, for digital fingerprinting services within three (3) business days of the electronic submission;
- provide the Senate with, electronically, the results for international criminal record verifications within two (2) business days of receipt of request from the Senate;
- provide customer service support to the Senate and subject candidates during regular business hours of Monday to Friday from 8:00 to 16:00 hrs EST;
- be available to work with the Senate’s IT technicians, if needed, in order to resolve any technical issues;
- ensure that all data collected and/or exchanged shall remain in Canada;
- provide a portal which is accessible 24/7, preferably online/web-based portal, and that allows secure access to review, submit and manage criminal record verification services by way of name and date of birth checks, which shall be accessible to Senate Security;
- ensure the online/web-based access to a portal provides:
 - access to review, track, submit and manage criminal record verifications by way of name and date of birth checks;
 - access to review, track, submit and manage international criminal record verifications;

- access to the portal/web-based 24/7, which shall be accessible to Senate Security;
- access to downloadable certificates for results;
- access to a monthly report/spreadsheet that includes list of completed requests
- be available by phone to assist the Senate Security with any issues in regard to a subject candidate's file. This includes but is not limited to issues with online/web-based portal, user issues, submission, transmission of data, error message or issues related to the length of time to receive system responses.
- provide an online/web-based portal which can track all submission requests
- provide downloadable certificates for results
- describe their IT security program, outline their IT security controls, and security hardening practice for both the bidder's IT infrastructure, relevant application, and web-based client portal. This will include but is not limited to the following:
 - Internal/external vulnerability assessments
 - Penetration testing
 - Internal/external threat and risk assessments
 - Internal/external secure code review
 - Mitigation against cyberattacks
 - Intrusion detection
 - Patch management
 - Systems hardening
- create and provide a form to be used by the subject candidate whom would present upon arrival for fingerprinting, and which indicates or specifies the following:
 - Service Provider
 - Service Recipient
 - Subject Candidate Name
 - Subject Candidate DOB
 - Subject Candidate address
 - Transaction type
 - Application type
 - RCMP results to be returned to the Senate
- return all confidential information about the Senate's subject candidates following any expiry or termination of contract or upon written request.
- destroy any digital fingerprint result it collects from Senate subject candidates within three (3) days after the day for which it was collected.
- retain the Senate subject candidate's requests, consisting of transaction date, transaction type, name, date of birth, address for the duration of this contract and must destroy at the expiry or termination of contract, or upon written request

6. Reporting Requirements

The Contractor will provide the Senate with reports of completed list of services and records of destruction / purge of data completed per month with name of candidate, service provided, date of service provided at the end of each month via an online / web-based portal.

The report will be made available via the Contractor portal. If this is not possible, the Contractor will provide a hard copy report in no more than two (2) business days from date of receipt of request.

Supplier will provide the Senate with access to a monthly report of completed list of services completed per month with name of candidate, service provided, date of service provided.

The Supplier will provide this requirement via their portal. If this is not possible, provide a turnaround time of no more than two (2) business days.

The Senate reserve the right to modify the reporting parameters as and when required after contract award and or during contract period.

7. Senate Responsibilities

The Senate shall:

- provide the Contractor with information required to perform the services under this contract.
- have a 24/7 security contact in place to answer and respond to emergencies

ANNEX “B” – BASIS OF PAYMENT

All applicable taxes are extra to these prices.

Prices must be submitted for all items below. – Failure to provide pricing for an item will result in the disqualification of your bid.

Basis of award will be low total cost for all items for years 1-5 inclusive

| Description | Price per transaction Year 1 | Price per transaction Year 2 | Price per transaction Year 3 | Price per transaction Year 4 | Price per transaction Year 5 |
|--------------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|
| Digital Fingerprints | \$ | \$ | \$ | \$ | \$ |
| Criminal Record Verification | \$ | \$ | \$ | \$ | \$ |
| International criminal record Verification | \$ | \$ | \$ | \$ | \$ |
| Total | \$ | \$ | \$ | \$ | \$ |
| GRAND TOTAL | \$ | | | | |

| | |
|------------------------|--|
| Company Name | |
| Name of Representative | |
| Signature and Date | |

ANNEX “C”– LANGUAGE PROFICIENCY

| Language Proficiency Grid Legend | Oral | Comprehension | Written |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Basic | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. | <p>A person reading at this level can:</p> <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. | <p>A person writing at this level can:</p> <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 | <p>A person speaking at this level can:</p> <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. | <p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. | <p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary. |
| Advanced | <p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. | <p>A person reading at this level can:</p> <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. | <p>A person writing at this level can:</p> <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: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> | |
| Section 1 - SUPPLIER DETAILS | |
| LEGAL NAME: <input style="width: 80%;" type="text"/> | Tel: <input style="width: 20%;" type="text"/> |
| OPERATING NAME: <input style="width: 80%;" type="text"/> | Tel: <input style="width: 20%;" type="text"/> |
| ADDRESS: | |
| Street No. /PO BOX: <input style="width: 60%;" type="text"/> | Postal Code/Zip: <input style="width: 20%;" type="text"/> |
| City: <input style="width: 30%;" type="text"/> | Province / State: <input style="width: 20%;" type="text"/> ▼ |
| Country: <input style="width: 20%;" type="text"/> ▼ | |
| Remittance Address if different from above: | |
| Street No. /PO BOX: <input style="width: 60%;" type="text"/> | Code Postal/Zip: <input style="width: 20%;" type="text"/> |
| City: <input style="width: 30%;" type="text"/> | Province / State: <input style="width: 20%;" type="text"/> ▼ |
| Country: <input style="width: 20%;" type="text"/> ▼ | |
| HST/GST (If applicable Corporation) | <input style="width: 100%;" type="text"/> |
| Social Insurance Number (for Contractor) | <input style="width: 100%;" type="text"/> |
| 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 | <input style="width: 80%;" type="text"/> |
| EMAIL Address 2 | <input style="width: 80%;" type="text"/> |
| Section 3 - CONSENT | |
| I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents. | |
| Name: | <input style="width: 80%;" type="text"/> |
| Signature: | <input style="width: 80%;" type="text"/> |
| Date: | <input style="width: 20%;" type="text"/> |
| COMMENTS: | <input style="width: 80%;" type="text"/> |

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

Proc-Appr@sen.parl.gc.ca