



REQUEST FOR PROPOSAL (RFP)

Subject:

Maintenance services for photocopiers and printers for the Senate of Canada

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

Issue Date:

July 29, 2021

Closing Date and Time:

August 19, 2021 11:00 EDT

RFP No:

SEN-014 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:

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PART 1 — GENERAL INFORMATION

1. Introduction

The request for proposals (RFP) is divided into six (6) parts and 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 and sets out the evaluation criteria that must be addressed in the bid and the basis of selection
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract
- Part 6 Terms of Work and Payment
- Annex “A” Statement of work (SOW)
- Annex “B” Basis of Payment
- Annex “C” Language Proficiency
- Annex “D” Direct Deposit Form

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for maintenance services for photocopiers and printers, as defined in Annex “A” – Statement of Work (SOW) for one (1) year following the awarding of the contract with an option to extend the contract by two (2) additional one-year option periods.

3. Debriefings

- I. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the contracting authority **within five (5) working days** of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Bid submission language

Submissions will be accepted in either English or French.

5. Key terms and definitions

Term	Definition
Account Manager	An employee of the contractor who manages the relationship between the Senate of Canada and the contractor. Does not manage the running of the project.

Term	Definition
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 indicated in the contract to be payable to the contractor for the finished work.
Contracting Authority	The person designated in this RFP and any resulting contract, or by notice to the bidder, to act as the representative of the Senate of Canada for any resulting contract.
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.
Responsive Bid	A bid that complies with the request for proposals and all prescribed procurement procedures and requirements.

PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Proposal (RFP) to provide maintenance services for photocopiers and printers as defined in Annex “A” - Statement of Work (SOW) set forth in this RFP.

2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFP.
- 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 RFP, unless specified otherwise in the RFP.
- II. 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 **five (5) 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

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

5. Inquiries and Communications

- I. 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.
- II. 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 11, 2021 at 11h00 EDT**. 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.

- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders simultaneously via Buy and Sell without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

- I. The Senate 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.

7. Price Justification

- I. 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. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for similar 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.

8. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the 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.
- II. 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.
- III. Where the Senate intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

9. Ownership of RFP documents

- I. 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.

10. Funding Approvals

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

11. Applicable Laws

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

12. Level of Security

- I. In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract 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.
- II. 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 "Site Access", 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.
- III. Individuals that do not hold a valid security clearance at the level of "Site Access" by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.

13. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.



- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the 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.

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

- 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.

File II: Technical Bid

- I. 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.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate 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

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



File IV: Annex “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 RFP including the mandatory criteria, technical criteria and financial bid.
- II. 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.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their 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)

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the 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. 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:

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met/ Not Met	Cross Reference
<p>M1. Response time</p> <p>The bidder must confirm a response time of at least four (4) hours to diagnose the problem.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement to that effect <p>This information must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M2. Bidder's representative</p>	<p>To meet this mandatory requirement, the bidder must provide:</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met/ Not Met	Cross Reference
<p>The bidder must designate an account manager with an advanced level of language proficiency as per Annex “C” - Language Proficiency. This account manager will act as the principal point of contact for all matters related to the requested services.</p>	<ul style="list-style-type: none"> The account manager’s full name and confirm that the individual has an advanced level of language proficiency. <p>This information must be provided under Mandatory Criterion (M2) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M3. References</p> <p>The bidder must provide a list of two (2) references (one must be a Canadian federal government department) to whom they have provided similar services for a minimum period of three (3) years.</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>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> Name of the client (name of the organization) Name of the client contact person Telephone number and/or email address of the client contact person Overview of the work provided <p>All of the requested information must be provided under Mandatory Criterion (M3) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M4. Acceptance of resulting contract clauses</p> <p>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.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M4) in the submission.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met/ Not Met	Cross Reference
	Failure to provide this information will result in the bid being given no further consideration.		
<p>M5. Access to products</p> <p>The bidder must demonstrate that they possess and/or have ready access to any supplies and/or consumables that may be required as described in Annex “A” – Statement of Work, Section 6, Material and Supplies.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M6. Hours of support</p> <p>The bidder must be available to provide support services from 9 a.m. to 5 p.m. (local time) Monday to Friday, excluding statutory holidays.</p> <p>The bidder must provide a telephone number for service calls.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M7. Security of automatic tracking software</p> <p>The bidder must confirm that the Senate will be immediately informed of any security vulnerabilities that are discovered in relation to the software solution, including any data breaches affecting Senate information.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M7) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met/ Not Met	Cross Reference
<p>M8. Security updates</p> <p>The bidder must confirm that the Senate will be immediately informed of any security vulnerabilities that are discovered in relation to the software solution, including any data breaches affecting Senate information.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M8) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M9. Ownership of data</p> <p>Any information captured, stored or processed by the software solution remains the property of the Senate of Canada.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M9) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M10 Encryption – data in transit</p> <p>The proposed data gathering software must encrypt the data when it is in transit between the Senate’s and the bidder’s systems.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M10) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met/ Not Met	Cross Reference
<p>M11 Hard drive security</p> <p>Every unit’s decommissioned hard drives must be removed by the bidder and given to the Information Services Directorate (ISD).</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliance with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M11) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all mandatory criteria set forth in this RFP and that do not attain at least **74 points** on 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 proposals on a point-rating system based on evaluation criteria.
- III. Bidders must include Table B - Technical Evaluation Criteria in their bid and ensure that the page and paragraph numbers in the bidders’ appendix are indicated in the “Cross Reference” column for all information included.
- IV. Bidders must include all information relating to the criteria in their technical bid. All of the information set out in the bidder’s technical bid must be complete and clear in order to be evaluated.

The rated evaluation criteria are as follows:

TABLE B– TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-rated Technical Criterion	Maximum Number of Points Available	Cross Reference
<p>R1. Understanding the requirements</p> <p>The bidder must demonstrate their understanding of the requirements set out in Annex “A” - Statement of Work.</p> <p>The bidder must explain in writing how the work will be carried out.</p>	<p>Maximum of 25 points</p> <p>1 to 5 points: The information provided demonstrates a minimal understanding of the requirements.</p> <p>6 to 18 points: The information provided demonstrates an average understanding of the requirements.</p>	

TABLE B– TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-rated Technical Criterion	Maximum Number of Points Available	Cross Reference
	<p>19 to 25 points: The information provided demonstrates an extensive understanding of the requirements.</p>	
<p>R2. Bidder’s references</p> <p>The two (2) references provided in M3 will be evaluated based on the following information:</p> <ul style="list-style-type: none"> Similarity to the work is to the work requested in Annex “A” – Statement of Work <p>References should be available two (2) weeks after the closing of the RFP.</p> <p>The Senate of Canada reserves the right to contact the references to confirm the information provided.</p> <p>The Senate of Canada cannot be used as a reference.</p>	<p style="text-align: center;">Maximum of 30 points (15 points per reference)</p> <p>1 to 5 points: The reference provided validates a minimal similarity to the work requested in the SOW.</p> <p>6 to 10 points: The reference provided validates a similarity to the work requested in the SOW, but not in all aspects.</p> <p>11 to 15 points: The reference provided validates a full similarity to the work requested in the SOW.</p>	
<p>R3. Response time</p> <p>The bidder must explain how they will meet the four-hour response time to service calls described in Annex “A” - Statement of Work, section 5.3, Remedial Maintenance</p>	<p style="text-align: center;">Maximum of 10 points</p> <p>1 to 3 points: The information provided demonstrates a minimal understanding of the requirements.</p> <p>4 to 6 points: The information provided demonstrates an average understanding of the requirements.</p> <p>7 to 10 points: The information provided demonstrates an extensive understanding of the requirements.</p>	
<p>R4. Software solution</p> <p>The bidder must describe the software solution they are proposing to automatically track usage for each printer, as set out section 5.1 of Annex “A” - Statement of Work, Hardware/software maintenance</p>	<p style="text-align: center;">Maximum of 20 points</p> <p>1 to 6 points: The information provided demonstrates a minimal understanding of the requirements.</p> <p>7 to 13 points: The information provided demonstrates an average understanding of the requirements.</p>	

TABLE B– TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-rated Technical Criterion	Maximum Number of Points Available	Cross Reference
	14 to 20 points: The information provided demonstrates an extensive understanding of the requirements.	
R5. Environmental program The bidder must describe their program for the collection, recycling, and disposal of used toner cartridges.	Maximum de 10 points 1 to 3 points: The information provided demonstrates a minimal understanding of the requirements. 4 to 6 points: The information provided demonstrates an average understanding of the requirements. 7 to 10 points: The information provided demonstrates an extensive understanding of the requirements.	
R6. Workplace health and safety The bidder will adhere to any applicable workplace health and safety regulations by following industry best practices. The bidder should provide their firm’s health and safety plan.	Zero (0) or 5 points 0 points: The bidder does not provide their firm’s health and safety plan. 5 points: The bidder provides their firm’s health and safety plan.	
R7. Accessibility plan The bidder must describe their plan to prevent or remove any barriers certain people may face. Accessibility refers to the design of products, equipment, services or locations so that they can be used by people with disabilities.	Zero (0) or 5 points 0 points: The bidder did not identify their plan 5 points: The bidder identified their plan.	
Total of all the point-rated technical criteria	Maximum of 105 points	
Minimum pass mark	74 points	

4. Financial Evaluation

The price indicated by the Bidder must be in Canadian dollars, applicable taxes excluded and must be in accordance with Annex “B” - Basis of Payment.

5. Basis of Selection

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

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.

$$\begin{array}{rcl}
 \text{Technical Proposal Score x 70} & \text{Lowest Price x 30} & \text{Combined} \\
 \text{-----} & \text{-----} & \\
 \text{Maximum Number of Points} & \text{Bidder's Price} & \text{Evaluation Score}
 \end{array}$$

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

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

2. Assignment

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

3. Time is of the Essence

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

4. Indemnity against Claims

- I. 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

- I. 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

- I. 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.
- II. 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.
- III. 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.
- IV. Either party may terminate this contract upon a **ten (10) days** written notice.
- V. In the event that the contract is terminated prematurely the Contractor shall be paid for work done.

7. Notice

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

8. Warranties

The Contractor warrants that:

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

9. Records to be kept by the Contractor

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

10. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time (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.
- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up-to-date the information herein requested, or if the Contractor or any of the Contractor's affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

11. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this agreement.
- II. It is the intention of the parties that the 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.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

12. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.

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

13. No Implied Obligations

- I. 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.

14. Performance

- I. 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.

15. Amendments to the Contract

- I. 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.

16. Ownership of Intellectual and Other Property Including Copyrights

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

17. Conflict of Interest

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

18. Discrimination and Harassment in the Workplace

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

19. Health and Safety

- I. The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a. Refraining or minimizing the use of scented products while in the Senate workplace;

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

20. Advertisement

- I. 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.

21. Entire Contract

- I. 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.

22. Confidentiality

- I. 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.

23. Safeguarding of Senate information

- I. 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.

24. Authorities

I. 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.

II. 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.

III. Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

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

25. Priority of Documents

- I. 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)*.

26. Proactive Disclosure

- I. 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.

27. Replacement of Specific Individuals

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



further replacement in accordance with subsection 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.

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

- I. The Contractor shall provide maintenance services for photocopiers and printers for the Senate of Canada, as outlined in the Statement of Work in Annex “A” for a period of one (1) year from award of contract.

2. Contract Extension Option

- I. The Contractor grants the Senate the irrevocable option to extend the contract term for up to two (2) additional one (1) year periods under the same conditions. The Contractor agrees that during the extended period of the contract, it will be paid in accordance with the applicable provisions set forth in Annex "B" - Basis of Payment.
- II. The Senate may exercise this option at any time by providing written notice to the Bidder at least **one (1) month** prior to the expiration date of the contract. This option may only be exercised by the Contracting Authority and will be confirmed, for administrative purposes only, by amendment.

3. Contract Amount

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

4. Basis of Payment

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

5 Invoicing

- I. The Contractor shall submit a monthly detailed invoice which must include, at a minimum:
 - A unique invoice number
 - The date of the invoice
 - The date(s) on which a service was provided
 - The contract reference number
 - The cost per printer (including make and model) for black & white copy charges
 - The cost per printer (including make and model) for the cost per color copy
 - The cost of each part and the original receipt, if required
 - The cost of the work as indicated in Annex "B" - Basis of Payment
- II. The Contractor’s certified invoice shall be forwarded to:

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

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

- III. The invoice must be reviewed and signed by the Project Authority or their delegated authority before payment is issued.
- IV. Payment by the Senate to the Contractor 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.
- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

6. Method of Payment

- I. Direct Deposit: The Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit enrollment form at Annex "D" with your bid.
- 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 of Canada is exempt from Provincial Sales Taxes.
- II. PST Exemption No.: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The Applicable Taxes are not included in the contract amount.
- IV. The Applicable Taxes must be listed as a separate line item on all invoices.

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



VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

ANNEX “A” – STATEMENT OF WORK (SOW)

1. Objective

The Senate of Canada is seeking to establish a one (1) year contract for the maintenance services for photocopiers and printers owned and operated by the Senate.

2. Scope

The photocopiers and printers covered by this contract currently print 1.2 million copies per year on average (March 2019 to March 2020). They are located in nine (9) Senate buildings within the Parliamentary Precinct. (See section 9 – Location of work below). There are over 57 devices currently in use, although that number may change in the future.

3. Staff

The contractor will appoint a dedicated account manager to work with the Senate who will report on, monitor and address issues before they become problems.

The contractor will provide specialized technicians to carry out the services. These technicians must have the proper security clearance, as described in Part 1, section 12 - Level of Security of this RFP and must coordinate visits with Senate security.

4. Hours of work and response time

All maintenance services will be provided between 9 a.m. and 5 p.m. (local time) on business days.

The contractor will provide a guaranteed response time for every service or repair call. The contractor will respond within at least four (4) hours to diagnose the problem, provide same-day or next-day delivery and respond to service calls.

5. Tasks and responsibilities related to maintenance services

5.1 Hardware/software maintenance

- The contractor shall perform on-site preventive and remedial maintenance services for existing systems and equipment, as amended from time to time, at the locations specified.
- The contractor shall maintain all systems and equipment in good working order. The contractor shall adjust, examine, repair or replace any malfunctioning parts or software codes to maintain the systems and equipment in good working order and shall complete any necessary updates related to the original equipment manufacturer (OEM) mandatory specifications.
- The contractor shall provide the diagnostic software for the testing, troubleshooting, repair and maintenance of the systems and equipment listed in Annex “B”- Basis of Payment. The contractor shall maintain a malware protection procedure to ensure the remedial maintenance procedures do not introduce malware. Any data sent to the contractor via the software must be encrypted according to industry standards. Any copyright considerations pertaining to proprietary software, diagnostic programs and supporting documentation are the responsibility of the contractor.
- Under no circumstances will the contractor be permitted to copy data related to print jobs or to share data related to the configuration of Senate equipment.

- The contractor shall provide a secure software solution to track usage and page counts for each system covered by the resulting agreement. Any data sent to the contractor via the software must be encrypted according to industry standards. Any copyright considerations pertaining to proprietary software, diagnostic programs and supporting documentation are the responsibility of the contractor. This solution must not access other systems or infrastructure connected to the Senate network and must be approved by the Senate Information Systems Directorate prior to implementation. Failure to comply with this instruction could result in the cancellation of the contract.
- The contractor shall have in place a program for the collection of used toner cartridges and used toner (collected in the copier) and shall collect both for recycling or disposal once a month (when necessary).
- The contractor shall use their internal management system to perform the following functions:
 - Problem management
The contractor's internal management system shall record full details of all requested services. These details shall include, but are not limited to: a ticket number for each incident, the contact information for the person at the Senate who placed the call, the contact information of the representative of the contractor who dealt with the issue, a description of the problem, call status updates, problem resolution details, and the date and time when the problem was reported and when it was resolved.
 - Problem analysis
The contractor's internal management system shall analyze problem reports to identify any pertinent information, such as repeated problems at certain locations or with certain components, software or equipment, etc.
 - Reports
The contractor's internal management system shall produce customized reports as per the specifications of the Senate set out in section 8.0.
- The contractor shall provide a telephone number for service calls, which will be answered during the principal period of maintenance (PPM). Services provided by the support number must be in both English and French.
- The contractor shall also provide a solution for receiving service calls outside of the PPM (such as an e-mail address or a website application), which would be addressed the following business day.

5.2 Preventive maintenance

- The contractor shall provide the Senate project authority with a recommended preventive maintenance schedule for the systems and equipment. The schedule shall define the frequency and duration of the preventative maintenance required.
- Unless otherwise requested by the Senate, the contractor shall provide on-site preventive maintenance services during the PPM, including spare parts and labor on all the systems and equipment.
- The required maintenance services, response times and equipment locations are set out in Annex "B" – Basis of Payment.
- The contractor shall adjust, examine, restore, repair or replace any malfunctioning parts or software codes to maintain the systems and equipment in good working order

and shall complete any necessary updates related to the original equipment manufacturer (OEM) mandatory specifications.

- Prior to the installation or replacement of any hardware, firmware, or software by the contractor, the intended change and schedule for the installation or repair shall be mutually agreed to by the contractor and the Senate project authority.

5.3 Remedial maintenance

- Remedial maintenance services involve the diagnosis and repair of product malfunctions and failures.
- The contractor shall perform remedial maintenance on-site during the PPM as requested by the Senate project authority via service call.
- The contractor shall respond to service calls and visit on-site within four (4) hours of the service call to attempt to resolve any issues, or at 9 a.m. (local time) the following business day if the call is placed after 1 p.m. (local time).

5.4 Removal of a device

- Every unit's decommissioned hard drives shall be removed by the bidder and given to the Information Services Directorate (ISD).

6. Material and Supplies

- The contractor shall be responsible for supplying the following consumables (with the exception of copy paper and staples):
 - OEM brand dry toner
 - Toner engines
 - Developer mix engines
 - Fuser oil
 - Oiler belt
 - Oiler belt pad
 - Fine filter
 - Splicing tape
 - All other related consumables
- The contractor is responsible for monitoring toner levels for every device listed. The contractor is responsible for disposing of toner cartridges when they reach the 10% threshold.
- Estimates shall be provided to the Senate project authority prior to any repairs, regardless of value. Work should not start until the estimate has been approved in writing by the Senate project authority.
- All replacement parts supplied by the contractor must be new and unused, available in stores (meaning they are standard pieces of equipment requiring no further research or development), of current manufacture (meaning the item is still produced by the manufacturer), correspond to the current issue of the applicable specification and/or part number of the manufacturer, and be covered by a warranty of at least one (1) year.
- The contractor is responsible for the collection, recycling, and disposal of used toner cartridges.

7. Service requirements

- The principal period of maintenance (PPM) is defined as 9 a.m. to 5 p.m. (local time), Monday through Friday, excluding statutory holidays.
- The contractor shall maintain the systems and equipment such that each item of equipment attains the minimum availability level of 95%.

8. Reports

The contractor shall provide two (2) monthly summary reports to the project authority by email on the first Monday of every month.

a. One report must include the following information for the previous month:

- Number of service calls per device
- Number of service calls resolved per device, outlining:
 - The name of the person who placed the service call
 - The date and time of the call
 - The date and time when the service technician arrived on site
 - The date and time when the repairs were completed
 - Description of the symptoms
 - Description of the problem, its probable cause and the action taken or service performed to resolve it
 - Approval confirmation for any additional parts required, as per section 6
 - Part and serial numbers of all components removed
 - Part and serial numbers of all replacement components
 - Name of technician

b. A usage report for each photocopier or printer must include:

- Device name and model number
- Senate department (to be provided by the Senate)
- Senate inventory number (to be provided by the Senate)
- Device serial number
- IP address
- Location
- Date of last report
- Date of current report
- Number of copies in the past 30 days
- Original value of black and white copy count
- Cost per black and white copy (\$)
- Final value of black and white copy count
- Delta of black and white copy count (Final value of copy count – original value of copy count = delta)
- Total cost of black and white copies (per month)
- Total cost of black and white copies (to date)
- Original value of colour copy count
- Cost per colour copy (\$)
- Final value of colour copy count
- Delta of colour copy count (final value of copy count – original value of copy count = delta)
- Total cost of colour copies (per month)
- Total cost of colour copies (to date)

The contractor shall also provide the project authority with a quarterly report by email on the first Monday of the new quarter for the following period:

- January to March
- April to June
- July to September
- October to December

The report must include an analysis of the incidents reported in order to identify pertinent information, such as repeated problems at certain locations or with certain components, software or equipment, etc. The report must include recommendations to prevent recurring problems.

9. Location of work

All the work will be performed on-site at one of the following locations:

- Chambers Building, 40 Elgin Street, Ottawa
- Senate of Canada Building, 2 Rideau Street, Ottawa
- East Block, 111 Wellington Street, Ottawa
- Victoria Building, 140 Wellington Street, Ottawa
- 95 Noel Street, Gatineau
- 56 Sparks Street, Ottawa
- 150 Wellington Street, Ottawa
- 60 Queen Street, Ottawa
- 1 Wellington Street, Ottawa

ANNEX “B” – BASIS OF PAYMENT

An all-inclusive cost-per-copy fee must be provided for each printer.

The estimated number of monthly copies per model is for evaluation purposes only and does not necessarily guarantee the actual monthly usage per model.

			A	B	C	D	E	F	G
	Brand	Model	Black and white copies (estimate)	Cost per black and white copy	Annual cost of black and white copies (A*B)	Colour copies (estimate)	Cost per colour copy	Annual cost of colour copies (D*E)	Total= C+F
1	HP	HP LaserJet Flow M630	1,024			N/A			
2	KYOCERA	KM-3050	26,645			N/A			
3	KYOCERA	TA-4501I	62,487			N/A			
4	KYOCERA	TaskAlfa 255	10,900			N/A			
5	KYOCERA	TaskAlfa 255	484			N/A			
6	KYOCERA	TaskAlfa 305	544			N/A			
7	KYOCERA	TaskAlfa 4052ci	21,880			14,306			
8	KYOCERA	TaskAlfa 4052ci	12,145			7,290			
9	KYOCERA	TaskAlfa 420i	8,111			N/A			
10	KYOCERA	TaskAlfa 4501i	3,085			N/A			
11	KYOCERA	TaskAlfa 4551Ci	113,868			101,997			
12	KYOCERA	TaskAlfa 5500i	5,991			N/A			
13	KYOCERA	TaskAlfa 5501i	31279			N/A			
14	KYOCERA	TaskAlfa 820	77,536			N/A			
15	KYOCERA	TaskAlfa 820	3,395			N/A			
16	LEXMARK	CX725DTH E	3			0			
17	LEXMARK	CX725DTH E	7,200			3,844			
18	LEXMARK	CX725DTH E	2,220			1,744			
19	LEXMARK	CX825dte	189,295			135,630			
20	LEXMARK	MX810DXP E	61,686			N/A			

			A	B	C	D	E	F	G
	Brand	Model	Black and white copies (estimate)	Cost per black and white copy	Annual cost of black and white copies (A*B)	Colour copies (estimate)	Cost per colour copy	Annual cost of colour copies (D*E)	Total= C+F
21	LEXMARK	MX811DE	13,778			N/A			
22	LEXMARK	MX811DFE	5,715			N/A			
23	LEXMARK	MX811DFE	136			N/A			
24	LEXMARK	X658de	12,730			N/A			
25	LEXMARK	X658de	26,481			N/A			
26	LEXMARK	X658de	10,335			N/A			
27	LEXMARK	X658de	8,273			N/A			
28	LEXMARK	X658de	36,116			N/A			
29	LEXMARK	X658de	35,987			N/A			
30	LEXMARK	X658de	3,108			N/A			
31	LEXMARK	X658de	793			N/A			
32	LEXMARK	X658de	1,670			N/A			
33	LEXMARK	X658de	6,957			N/A			
34	LEXMARK	X658de	4,536			N/A			
35	LEXMARK	X658de	3,128			N/A			
36	LEXMARK	X658de	6,886			N/A			
37	LEXMARK	X658de	8,510			N/A			
38	LEXMARK	XS658de	8,291			N/A			
39	LEXMARK	XS658de	21,713			N/A			
40	LEXMARK	XS658de	2,887			N/A			
41	LEXMARK	XS658DFE	6,908			N/A			
42	LEXMARK	XS792DTE	5,941			5,952			
43	LEXMARK	XS792DTE	13,445			2,824			
44	LEXMARK	XS792DTE	6,665			0			
45	LEXMARK	XS792DTE	2,507			207			

			A	B	C	D	E	F	G
	Brand	Model	Black and white copies (estimate)	Cost per black and white copy	Annual cost of black and white copies (A*B)	Colour copies (estimate)	Cost per colour copy	Annual cost of colour copies (D*E)	Total= C+F
46	LEXMARK	XS658DFE	1,415			N/A			
47	PANASONIC	DP-1810	123			N/A			
48	PANASONIC	DP-3010	25			N/A			
49	PANASONIC	DP-3010	293			N/A			
50	PANASONIC	DP-3010	216			N/A			
51	PANASONIC	DP-3010	1,633			N/A			
52	PANASONIC	DP-3010	318			N/A			
53	PANASONIC	DP-3030	412			N/A			
54	PANASONIC	DP-6020	748			N/A			
55	RICOH	MP C4503	31,213			39,509			
56	SAMSUNG	SCX-6x45	11,862			N/A			
57	XEROX	B8055	19,611			N/A			
Estimate of Total Annual Cost									

Supplier / company name: _____

Signature: _____

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:

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