

SENATE



SÉNAT

CANADA

REQUEST FOR PROPOSAL (RFP)

Subject:**Provision of large-scale printing equipment maintenance for the Senate of Canada**

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

Issue Date:

September 2, 2021

Closing Date and Time:

September 23, 2021 at 11:00am (EDT)

RFP No:

SEN-021 21/22

SENATE INFORMATION

For all enquiries, contact the Contracting Authority:

Contact: Remy Duerto
Title: Senior Procurement Officer
Address: 40 Elgin Street, Room 1158
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888
E-mail: Proc-appr@sen.parl.gc.ca

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

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

PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

The Bidder offers and agrees to provide 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. Language of Bids	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 Bid	6
5. Inquiries and Communications	6
6. Provision of False or Incorrect Information	6
7. Price Justification	7
8. Conflict of Interest – Unfair Advantage	7
9. Ownership of RFP Documents	7
10. Funding Approvals	7
11. Applicable Laws	7
12. Level of Security	7
13. Joint Venture	8
PART 3 – BID PREPARATION INSTRUCTIONS	9
1. Bid Preparation Instructions	9
PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION	10
1. Evaluation Procedures	10
2. Mandatory Criteria (Phase 1)	10
3. Technical Bid – Rated Evaluation Criteria (Phase 2)	15
4. Financial Bid	18
5. Basis of Selection	18
PART 5 – RESULTING CONTRACT CLAUSES	19
1. Appropriate Law	19
2. Assignment	19
3. Time is of the Essence	19
4. Indemnity against Claims	19
5. Inspection and Acceptance	19
6. Termination of Contract	19
7. Notice	20
8. Warranties	20
9. Records to be kept by the Contractor	20
10. Rules and Regulations	20
11. Miscellaneous Restrictions	21

12. Subcontracts	21
13. No Implied Obligations.....	21
14. Performance.....	21
15. Amendments to the Contract.....	21
16. Conflict of Interest.....	21
17. Discrimination and Harassment in the Workplace.....	21
18. Health and Safety.....	22
19. Advertisement.....	22
20. Entire Agreement	22
21. Ownership of Intellectual and Other Property Including Copyrights.....	22
22. Confidentiality.....	22
23. Authorities.....	22
24. Priority of Documents	23
25. Proactive Disclosure	23
26. Replacement of Specific Individuals	23
27. Safeguarding of Senate information.....	22
PART 6 – TERMS OF WORK AND PAYMENT	25
1. Period of the Contract.....	25
2. Extension of the contract	25
3. Financial Limitations	25
4. Basis of Payment.....	25
5. Invoicing.....	25
6. Method of Payment	26
7. Sales Tax.....	26
8. Interest on Overdue Accounts.....	26
ANNEX “A” – STATEMENT OF WORK (SOW)	28
ANNEX “B” – BASIS OF PAYMENT	34
ANNEX “C” – LANGUAGE PROFICIENCY	35
ANNEX “E” – DIRECT-DEPOSIT ENROLLMENT FORM	36

PART 1 – GENERAL INFORMATION

1. Introduction

The Request for Proposal (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 RFP process
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract
- Part 6 Terms of Work and Payment
- Annex “A” - Statement of Work (SOW)
- Annex “B” - Basis of Payment
- Annex “C” - Language Proficiency
- Annex “D” - Direct Deposit Enrollment Form

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for a per-copy maintenance services agreement for its large-scale printing equipment, as defined in Annex “A” – Statement of Work (SOW) for three (3) years following the awarding of the contract with an option to extend the contract by two (2) additional one (1) year option periods.

3. Debriefings

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

4. Language of Bids

- I. Bids will be accepted in either English or French.

5. Key Terms and Definitions

Terms	Definitions
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
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	means a contract issued by the Senate of Canada. Issuance of a contract to the Bidder constitutes acceptance of its offer and results in the creation of a contract between the Senate of Canada and the Bidder for the services described in the Statement of 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.
Responsive bid	a bid that complies with the RFP and all prescribed requirements
Statement of Work (SOW)	Statement of Work, which is the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract, including all services to be delivered.

Terms	Definitions
Project Authority	the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract

PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada (Senate) is seeking bids to establish a contract for the provision of large-scale printing equipment maintenance for the Senate of Canada, as defined in Annex “A” – Statement of Work (SOW), for a period of three (3) year from the date of signature of the contract with an option to extend the contract for two (2) additional one (1) year period.

2. Signature Requirement

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

3. Irrevocable Bids

- I. Bids must remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of this RFP process.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFP.

4. Cost Related to the Preparation of Bid

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate 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 communications or Inquiries must be directed **ONLY** to this person. Non-compliance with this condition may, for this reason alone, result in the disqualification of a bidder's bid.
- II. RFP inquiries regarding this RFP must be received by e-mail at: ProcAppr@sen.parl.gc.ca by the contracting authority, **no later than September 17, 2021 at 11h00 EDT**. Inquiries 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 to provide an accurate answer. Inquiries that are of a proprietary nature must be clearly marked “proprietary” at each relevant item. Items identified as “proprietary” will be treated as such except where the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Inquiries not submitted in a form that can be distributed to all Bidders may not be answered by the Senate.
- III. To ensure the equality of information among Bidder, answers to inquiries which are relevant to the RFP will be provided to all Bidders simultaneously via Buy and Sell without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

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

7. Price Justification

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

8. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the Bidder, any of 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 documents have been prepared by the Senate and remain the sole property of the Senate. The information is provided to the bidder solely for the bidder's use in connection with the preparation of a response to this RFP and will be considered to be the proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed, directly or indirectly, to any third party, and the bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

10. Funding Approvals

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

11. Applicable Laws

- I. Any resulting contract 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 that must be met by all individuals with whom the Senate may need to share sensitive or classified information or provide access to assets or facilities.

- II. Before any work can be undertaken at or for the Senate, all individuals, including subsidiary staff and subcontractors working on any resulting contract(s), must hold a valid “Site Access” security clearance issued by a parliamentary or governmental institution recognized by the Senate. The Senate must approve one or more such security clearances before any work can begin.
- III. Individuals who do not hold a valid “Site Access” security clearance issued by a recognized institution must undergo the Senate security screening process and successfully obtain the required level of Senate security clearance.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk because of financial constraints or a history of poor financial responsibility. The need for a financial inquiry as part of the security screening is determined on a case-by-case basis and depends 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 security clearance as needed.

13. Joint Venture

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

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

The Senate requires that bidders follow the formatting instructions described below in the preparation of their bid:

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

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

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

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

File I: Mandatory Criteria

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

File II: Technical Bid

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

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

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

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

2. Mandatory Criteria (Phase 1)

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

The mandatory criteria are as follows:

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. On-site Support Requirement</p> <p>The Bidder must demonstrate how they will be able to provide on-site support as described in Annex “A” - Statement of Work and will provide cost for each item in Annex “B”- Basis of Payment</p> <p>NOTE: The Senate reserves the right to change the hours of on-site support as per requirements during the duration of the agreement</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 (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>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>	<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; • the account manager’s full name. <p>This information must be provided under Mandatory Criterion (M2) in your submission.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your bid being given no further consideration.		
<p>M3. Bidder’s technicians</p> <p>The Bidder must demonstrate that the assigned technician(s) will be able to provide maintenance and service for all the equipment they supply.</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 (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. 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>In order 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>This information must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M5. 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. All consumables and replacement parts supplied by the contractor must be new and genuine.</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 (M5) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M6. Hours of support</p> <p>The Bidder must be available to provide support services from 7 a.m. to 10 p.m. (local time) Monday to Friday,</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
as well as support services on weekends.	<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 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 (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. Security updates of automatic tracking software</p> <p>The Bidder must confirm in writing that security updates to address any discovered vulnerabilities in the bidder's automatic tracking software solution will be promptly released in installed.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M8) in your submission</p> <p>Failure to provide this information will result in your 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>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<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>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M10) in your submission</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M11. Data Gathered by Contractor’s Software</p> <p>The proposed data gathering software must only gather metric data related data such as meter readings, toner capacity, drums and fuser usage other consumables levels as well as error messages and warnings.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a list of what metric data will be captured and transmitted to the bidder. <p>This information must be provided under Mandatory Criterion (M11) in your submission.</p>		
<p>M12. Information Management – Return and Destruction of all Data</p> <p>The bidder must provide assurance that, upon the termination of the contract, all Senate data gathered 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 criterion, the bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criteria (M12) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M13. Hard drive security</p> <p>Hard drives removed by the Bidder during the contract must never leave the Senate premises and be immediately handed over to the Information Services Directorate (ISD).</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M13) in your submission</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M14. Remedial Maintenance</p> <p>Upon commencing remedial maintenance, the Supplier must work continuously until the printer(s) are returned to operation or until notified by the Senate to suspend the 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 (M14) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M15. Escalation Procedures</p> <p>Bidders must adhere to the requirements detailed in the Annex “A”- Statement of Work regarding problem escalation procedures for all hardware and software components covered under the contract.</p> <p>The bidder must assign a Single Point of Contact for escalation status reporting purposes.</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 (M15) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M16. Ongoing Availability</p> <p>Commencing at the start of contract, each printer will meet a minimum availability level of 90% of Senate operational hours, over the duration of the contract. The Printer Availability Calculation Formula is detailed in Annex “A” - Statement of Work. Failure to meet the Availability Levels will result in remedies as detailed in the contract.</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 (M16) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M17. 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>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 (M17) in your submission.</p>		

TABLE A – MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide the information specified will result in your bid being given no further consideration.		

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

- I. Bids that do not clearly meet all mandatory criteria set forth in this RFP and do not attain a minimum of **130 points** for the requirements subject to the evaluation-criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a point-rating system based on evaluation criteria.
- III. The bidder must include Table B – Technical Evaluation Criteria as an appendix in their bid and ensure that the page and paragraph number are indicated in the column entitled “Cross Reference” for all rated information that is included.
- IV. The bidder should include all information relating to the rated evaluation criteria in their Technical Bid. All information contained within the bidder’s Technical Bid must be complete and clear in order to be evaluated.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R1. Understanding the Requirement</p> <p>The Bidder shall demonstrate their understanding of the requirement outlined in the Annex “A” - Statement of Work.</p> <p>The Bidder should explain in writing how the work will be carried out.</p>	<p style="text-align: center;">Maximum 35 points</p> <p>0 points: Information provided does not demonstrate any understanding.</p> <p>1 to 11 points: Information provided demonstrates a minimal understanding.</p> <p>12 to 23 points: Information provided demonstrates an average understanding.</p> <p>24 to 35 points: Information provided demonstrates an in-depth understanding.</p>	
<p>R2. Bidder References</p> <p>The two (2) references, provided in M4, will be evaluated on the following information:</p> <ul style="list-style-type: none"> • Similarity of the scope of work, as per Annex “A” – Statement of Work <p>References must be available one (1) week after the closing of the RFP.</p>	<p style="text-align: center;">Maximum 30 points</p> <p>Each reference will be scored on 15 points</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>	

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<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>11 to 15 points: The reference provided validates a full similarity to the work requested in the SOW.</p> <p>Each reference will be evaluated separately.</p>	
<p>R3. Response time</p> <p>The bidder must explain how they will meet the two-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 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. Usage tracking and equipment state monitoring</p> <p>The bidder must describe the solution they are proposing to automatically track usage for each printer and share the state of the printers with the bidder, as set out section 5.1 of Annex “A” – Statement of Work, Hardware/software maintenance</p>	<p style="text-align: center;">Maximum 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>R5. Preventative Maintenance (Schedule and activities)</p> <p>Bidders must provide a detail preventive maintenance plan on existing equipment listed in Annex “A”- Statement of Work.</p> <ul style="list-style-type: none"> • The requirements for, duration and frequency of preventative maintenance (PM); • PM activities to be performed by bidder technician, stated in detail with respect to specific tasks, including frequency of maintenance and average time required per month for each task. 	<p style="text-align: center;">Maximum 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>R6. Preventative Maintenance (replacement parts)</p> <p>Bidder must describe their preventive maintenance plan for the replacement parts on existing equipment listed in Annex “A”- Statement of Work.</p>	<p style="text-align: center;">Maximum 10 points</p> <p>1 to 3 points: The information provided demonstrates a minimal understanding of the requirements.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<ul style="list-style-type: none"> • The approach to providing backup for failing components; • The availability of spare parts, on-site and nearest locations; and • Requirements for storage of replacement parts at Senate sites. 	<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>R7. Networking Configuration Information Requirements</p> <p>Bidder shall provide detailed information on the level of network configuration required by the vendor data gathering software in relation to Internet, Intranet, Firewall, etc.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>0 to 5 points: required configuration for the solution appears extensive and requires numerous custom ports and protocols.</p> <p>6 to 10 points: required configuration for the solution requires some custom ports and protocols appears reasonable.</p> <p>11 to 15 points: required configuration for the solution only makes use of standard ports and protocols.</p>	
<p>R8. Environmental program</p> <p>The Bidder must describe their consumable containers recycling program and hardware take-back and recycling program, as well as any other environmental measures, as referenced in Annex “A” – Statement of Work.</p>	<p style="text-align: center;">Maximum 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>R9. Workplace health and safety</p> <p>The Bidder will adhere to any applicable occupational health and safety regulations as their best-industry-standard practices.</p> <p>The Bidder should provide their firm’s health and safety plan.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: The bidder does not provide their firm’s health and safety plan.</p> <p>5 points: The bidder provides their firm’s health and safety plan.</p>	
<p>R10. Accessibility Plan</p> <p>Bidder shall describe its plan to remove and prevent all barriers to all people</p> <p>Bidder shall describe their plan to prevent or remove any barriers certain people may face.</p> <p>Accessibility refers to the design of products, equipment, services or</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: The Bidder did not identify their plan.</p> <p>5 points: The Bidder identified their plan.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
locations so that they can be used by people with disabilities.		
Total of all the point-rated technical criteria	130 points Maximum	
Minimum pass mark	91 points required to pass	

4. Financial Bid

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

5. Basis of Selection

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

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit – Rated Evaluation
- Phase 3 – Determination of Highest-Ranked Bidder

Phase 1 – Mandatory Criteria

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

Phase 2 – Technical Merit – Rated Evaluation

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

Phase 3 – Determination of Highest-Ranked Bidder per stream

Total Combined Rating = (Technical Merit) (70%) and Price (30%)

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

$$\frac{\text{Total Combined Rating} \times 70}{\text{Maximum Number of Points}} + \frac{\text{Lowest price received per stream} \times 30}{\text{Bidder's per stream price}} = \text{Combined Total Score}$$

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

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

PART 5 – RESULTING CONTRACT CLAUSES

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

1. Appropriate Law

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

2. Assignment

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

3. Time is of the Essence

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

4. Indemnity against Claims

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

5. Inspection and Acceptance

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

6. Termination of Contract

- I. The Senate may immediately terminate the contract if the contractor is, for any reason, unable to provide the services required under this contract. Any termination notice will be provided in writing.
- II. The Senate of Canada reserves the right to terminate any resulting contract that shows repeated failure to satisfactorily manage the work outlined in the SOW and/or respect the rates identified in the contract. A repeated failure means where the company receives written notification from the Senate of Canada, at maximum two (2) times, concerning issues listed

above and no improvements have been done to rectify the issue to the satisfaction of the Senate.

- III. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any termination notice will be provided in writing.
- IV. Either party may terminate this contract upon **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 in writing, will be addressed to the party to whom it is intended either at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I will be deemed to have been received by either party
 - a. if delivered personally, on the day it was delivered;
 - b. if forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed; or
 - c. if forwarded by facsimile or email, twenty-four (24) hours after it was transmitted.
- III. A notice given under Section 6 – Termination of Contract will be given in writing and, if delivered personally, will be delivered to the contractor if the contractor is a sole proprietor.

8. Warranties

The contractor warrants that

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

10. Rules and Regulations

- I. In the contractor's operations, the contractor and the contractor's employees will comply with and abide by all lawful rules and regulations of the Senate that may be established from time to time, provided that no such rules or regulations inhibit the contractor from exercising their rights and duties hereunder.
- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the contract. If the contractor made a false declaration in their bid, makes a false declaration under the contract, or fails to diligently keep the information requested herein up to date, or if the contractor or any of the contractor's affiliates or subcontractors fails to remain free and clear of any acts or convictions specified herein during

the period of the contract, any such false declaration or failure to comply may result in a termination for default under the contract. The contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the contract and agrees to return any advance payments immediately.

11. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate 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, unless the Contracting Authority agrees in writing, the contractor must ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate than the conditions of the contract.
- III. Even if the Senate consents to a subcontract, the contractor remains responsible for performing the contract and the Senate is not responsible to any subcontractor. The contractor is responsible for any matters or things done or provided by any subcontractor under the contract and for paying any subcontractors for any part of the work they perform.

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

15. Amendments to the Contract

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

16. Conflict of Interest

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

17. Discrimination and Harassment in the Workplace

- I. The contractor declares that neither the contractor, the contractor's directors, the contractor's officers nor the proposed resource have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.

- II. If such judgments are made against the contractor, the contractor's directors, the contractor's officers or the proposed resource during the life of this contract, the Senate reserves the right to immediately terminate the contract. In such cases, the Senate will only be liable for payment for services performed. No other costs or fees will be due or payable by the Senate.

18. Health and Safety

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

19. Advertisement

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

20. Entire Agreement

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

21. 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).

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

The Contracting Authority is responsible for the management of the contract, and any changes to the contract must be authorized in writing by the Contracting Authority. The contractor must not perform work in excess of or outside the scope of the contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

II. Project Authority

The Project Authority for the contract is

To be Determined

The Project Authority is the representative of the directorate for whom the work is being carried out under the contract and is responsible for the successful completion of the work, including assigning and reviewing drafting projects. The Project Authority has the ultimate authority on all aspects of the work, but the Project Authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the Contracting Authority.

III. Contractor's Representative

The contractor's representative for the contract is

Account Manager:

Name: xxxx
Title: xxxx
Phone: xxxx
Email: xxxx

Alternate

Name: xxxx
Title: xxxx
Phone: xxxx
Email: xxxx

25. Priority of Documents

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

26. Proactive Disclosure

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

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. 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 paragraph 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, from award of contract for a period of three (3) years, for the provision of large-scale printing equipment maintenance for the Senate of, as outlined in Annex “A” – Statement of Work.

2. Extension of the contract

- I. The Contractor grants to the Senate the irrevocable option to extend the term of the contract by up to two (2) additional one (1) year period 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 as set out in Annex “B” – Basis of Payment.
- II. The Senate may exercise this option at any time by sending a written notice to the Contractor at least **two (2) weeks** before the expiry date of the contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment.

3. Financial Limitations

- I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with Section 4 – Basis of Payment (below), to a limitation of expenditure of *(to be determined at contract award)*, plus applicable taxes.
- II. The contractor must notify the Project Authority as to the sufficiency of this sum when 75% of this amount has been committed before the expiry date of the contract. However, if, at any time, the contractor considers that the sum may be exceeded, the contractor must promptly notify the Contracting Authority.

4. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all 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 must submit a detailed invoice for the repair that includes the following:
 - a) Unique invoice number
 - b) Billing period
 - c) Invoice date
 - d) Description of service provided
 - e) Costs by printer for maintenance services (including make and model of printer, and differentiation between monochrome or colour copies if applicable)
 - f) Current meter for each machine
 - g) Previous meter for each machine
 - h) Meter usage for each machine for the billing period
 - i) Total per billing period
 - j) Senate contract number
 - k) Cost of each replacement part and original receipt, if applicable
 - l) Cost of labour as indicated in Annex “B” – Basis of Payment

II. The contractor's certified invoice must be forwarded to the following address:

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

or

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

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

IV. Payment by the Senate to the contractor for work, goods or services will be made as follows:

- a. in the case of an invoice submitted in respect of a progress payment other than the final payment, within thirty (30) days following the date on which the invoice is submitted according to the terms of the contract; or
- b. in the case of an invoice submitted in respect of a final payment, within thirty (30) days following the date on which the invoice is submitted, or within thirty (30) days following the date on which the work is completed or the goods are delivered and accepted, whichever date is the later.

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

6. Method of Payment

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

7. Sales Tax

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

8. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the 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 multi-year maintenance services contract for large-scale printing equipment owned and operated by the Senate.

2. Scope

The Senate owns and operates four (4) large-scale printing equipment units that print approximately 3 million impressions per year. They are located in one (1) Senate building within the Parliamentary Precinct. (See section 9 below).

The Senate’s Printing Services Unit uses these large-scale printing units to provide both routine and last minute/urgent printing services. Routine services involve the receipt of daily printing requests with identified delivery dates and finishing requirements. There are also last minute/urgent service requests, particularly those in support of legislative requirements (e.g., Senate Committees), that must be produced and delivered in a short timeframe. The Printing Services Unit supports a broad range of digital production such as: reports, publications, booklets, letterhead, business cards, envelopes and pamphlets.

2.1. Existing Equipment List

The current equipment used by the Printing Services Unit include:

- One (1) Digital press Minolta AccurioPress C2070
- One (1) Digital press Minolta AccurioPress C6100
- Two (2) Digital Press Minolta 1250

2.2 Existing Software List

The current software used by the Printing Services Unit include:

- Fiery Software Manager
- Fiery Job Master – IMPOSE BUNDLE

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 2, Bidder Instructions, Section 12 Security of this RFP and must coordinate visits with Senate security.

4. Hours of work and response time

The principal period of maintenance and repair (PPM) services will be provided between 7 a.m. and 10 p.m. on business days, with service available on weekends if needed.

The contractor will provide a guaranteed response time for every service or repair call. The contractor will respond within at least two (2) hours to diagnose the problem, provide same-day or at 7 a.m. the following business day if the call is placed after 8 p.m.

5. Tasks and responsibilities related to maintenance services

5.1 Hardware/software maintenance

5.1.1 The contractor shall perform on-site preventive and remedial maintenance services for existing software and equipment at the location specified.

5.1.2 The contractor shall maintain all software and equipment in good working order. The contractor shall adjust, examine, repair or replace any malfunctioning parts or software codes to maintain the software and equipment in good working order and shall complete necessary updates related to the original equipment manufacturer (OEM) mandatory specifications.

5.1.3 The contractor shall provide the diagnostic software for testing, troubleshooting, repair and maintenance of the equipment listed in Section 2.1. The contractor shall maintain a malware protection procedure to ensure the remedial maintenance procedures do not introduce malware. The diagnostic software provided by the contractor must only

communicate metrics data such as meter readings, toner capacity, drums and fuser usage, consumable levels as well as error and warning messages to the contractor via an Internet connection. 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.

5.1.4 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.

5.1.5 The contractor shall provide a secure solution for metric data gathering such as meter readings, toner capacity, drums and fuser usage other consumables levels as well as error messages and warnings for each system covered by the resulting agreement. Metric data only includes quantitative assessment to track the condition of the equipment and its consumable usage with no information regarding the confidential content appearing in printed documents. The allowed 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 Services Directorate (ISD) prior to implementation. Failure to comply with this instruction could result in the cancellation of the contract.

5.1.6 The contractor shall have in place a program for the collection of used toner cartridges and used toner and shall collect both for recycling or disposal once a month (when necessary).

5.1.7 The contractor shall use their internal management system to perform the following functions:

5.1.7.1 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.

5.1.7.2 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.

5.1.7.3 Escalation Procedures

The contractor will adhere to the requirements detailed in the table below.

LEVEL	DESCRIPTION	CONTRACTOR REQUIREMENTS - FREQUENCY OF STATUS UPDATES
SEVERITY 1	The product or device is non-operational and has rendered the printer unusable by the Senate; operations of the print site are critically impacted, and the problem requires immediate attention and resolution.	The Contractor will issue a verbal progress report to the Senate Work Site Authority as requested until such time as the problem is resolved and provide written report of issue and steps taken to resolve along with total downtime experienced to Technical Authority every two (2) hours, until the problem is resolved.
SEVERITY 2	The product or device is operational, but with severely restricted functionality or printer degradation.	The Contractor will issue a verbal progress report to the Senate Work Site Authority on a regular basis, until the problem is resolved.
SEVERITY 3	The product or device is operational, with functional limitations or restriction that are not critical to the overall printer operations.	The Contractor will issue a verbal progress report to the Senate Work Site Authority daily until the problem is resolved.
SEVERITY 4	The product or device is usable, but a problem has been detected that may impact the printer. Questions associated with product usage,	The Contractor will issue a verbal progress report to the Senate Work Site Authority once to acknowledge the problem and once when the problem is resolved.

LEVEL	DESCRIPTION	CONTRACTOR REQUIREMENTS - FREQUENCY OF STATUS UPDATES
	implementation, performance, or any other inquiries for the support organization also fall under this category.	

5.1.7.4 Reports

The contractor's internal management system shall produce customized reports as per the specifications of the Senate set out in section 8.0 of this SOW.

5.2 Preventive maintenance

- 5.2.1 The contractor shall provide the Senate project authority with a recommended preventive maintenance (PM) schedule for the software and equipment. The schedule shall define the frequency and duration of the PM required, including the requirements for, duration and frequency of PM , PM activities to be performed by the contractor technician, stated in detail with respect to specific tasks (e.g. frequency of maintenance and average time required per month for each task).
- 5.2.2 Unless otherwise requested by the Senate, the contractor shall provide on-site preventive maintenance services during the principal period of maintenance (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 Section 9 of this SOW.
- 5.2.3 The contractor shall adjust, examine, restore, repair or replace any malfunctioning parts or software codes to maintain the software and equipment in good working order and shall complete any necessary updates related to the original equipment manufacturer (OEM) mandatory specifications.
- 5.2.4 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

- 5.3.1 Remedial maintenance services involve the diagnosis and repair of product malfunctions and failures.
- 5.3.2 The contractor shall perform remedial maintenance on-site during the PPM as requested by the Senate project authority via service call.
- 5.3.3 Upon commencing remedial maintenance, the contractor shall work until the printer(s) are returned to an operation state or until notified by the Senate to suspend the work.

5.4 Removal of a device

- 5.4.1 Every unit's decommissioned hard drives shall be removed by the bidder and given to ISD.

6. Material and Supplies

- 6.1 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
- 6.2 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.

6.3 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.

6.4 All replacement parts supplied by the contractor must be new and genuine, (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.

7. Service requirements

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 an email address for receiving service calls outside of the PPM which would be addressed the following business day.

Commencing on contract start date, the contractor shall maintain the software and equipment to meet a minimum availability level of 90% during the Senate’s operational hours. Minimum availability levels will be calculated on a monthly basis, commencing the first day of each month and ending on the last day of each month., over the duration of the contract. The Printer Availability Calculation Formula is available in the table below. Failure to meet the availability levels will result in remedies as detailed in the contract.

TERM OR ACRONYM	DEFINITION
Vendor Down Time (DT)	Down Time, for each incident, is defined as the time when one or more Equipment Failures occur which result in the loss of some or all of the printer’s capability, and it shall be all time which elapses between the time the Senate contacted the Contractor’s Service Organization until the Senate confirms that the printer has been returned to full operation.
Equipment Failure	An incident that results in the loss of some or all of the printer’s capabilities. A printer has failed if any of the associated hardware or software provided by the Contractor to operate the printer has malfunctioned or failed. Where the equipment failure has occurred as a result of an external event in a non-integral part of the equipment, the incident shall not be considered an equipment failure.
Monthly Duty Cycle	The maximum number of impressions to be produced by a printer over a 30-day period, as indicated in supporting OEM publications and specifications.
Null Time (NT)	Preventative maintenance time required by the Contractor, includes time required to: <ul style="list-style-type: none"> • perform preventive maintenance; • install engineering changes, • perform machine micro and licensed internal code upgrades or replacement; • perform customer activities as stipulated by the Contractor necessary to maintain printer operation at optimum levels of quality and efficiency; • time elapsed in the event of an equipment failure where access to a failing component for repair purposes is withheld by the Senate, shall also be considered null time; as well as • Network problems • Power failures • other times mutually agreed between the supplier and THE SENATE, these times will not count towards Printer availability levels.
OEM	Original Equipment Manufacturer
Operating Time	Operating times vary depending on the time of year and the print site. Please see table MAINTENANCE AND SUPPORT.

TERM OR ACRONYM	DEFINITION
Operational hours	Scheduled and staffed hours of work.
PPM – Principle Period of Maintenance	PPM is defined as twenty-four (24) hours per day, seven (7) days per week, including holidays.
Printer Availability Calculation Formula	<p>Printer Availability = $[(TT-DT-NT) / (TT-NT)]*100$</p> <p>Where: TT = Total Operational Time over the period, in minutes AND DT = Down Time over the period, in minutes AND NT = Null Time over the period, in minutes</p> <p>Time during which The Senate is unable to turn the printer over to the Contractor for remedial maintenance due to operational considerations shall not be considered down time.</p>
Ready For Test	With The Senate concurrence, written declaration by bidder stating the installed printer and supporting infrastructure is ready to undergo verification testing.
Ready For Use (RFU)	With The Senate concurrence, written declaration by successful bidder stating the installed printer and supporting infrastructure is ready to undergo prescribed acceptance testing.
PS	Printing Services
IPM	Images per minute
Click charge	A click charge is an agreed-upon charge per "click".
Metric Data	<p>Metric data only includes quantitative assessment to track the condition of the equipment and its consumable usage with no information regarding the confidential content appearing in printed documents.</p> <p>e.g. Meter readings, toner capacity, drums and fuser usage, consumables levels as well as error and warning messages.</p>

8. Reports

The contractor shall provide two monthly summary reports to the project authority by email on the first Monday of every month, including:

- A usage report for each printer that includes:
 - Make and model
 - Current meter at the end of the month
 - Previous meter for the previous month
 - Meter usage for the month
 - Unit cost per copy
 - Total costs per month
 - Original meter usage
 - Cumulative usage to date since start of contract
 - Costs to date since start of contract
- A resolved service call report that includes:
 - 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

9. Location of work

All preventative and remedial maintenance will be performed on-site at 61 Queen Street, Ottawa

10. Environmental Practices

10.1 Printer Material Take-Back and Recycling Program

The purpose of the hardware take-back program is to ensure that materials purchased and/or leased through the contract are reused, recycled or disposed of properly once they have reached the end of their lifecycle. The requirements of the program are:

- The Supplier must control electronic waste through the establishment of an ongoing hardware take-back and recycling program.
- At the end of the life of Products supplied under the Contract (even if the Warranty Period is complete), if requested by the end user, the Supplier must take back the Product (whether or not the equipment remains in government control) at no charge, but is not required to pay for shipping and handling.
- The Supplier must recycle or dispose of all equipment taken back in an environmentally sensitive manner. At a minimum, the recycling of equipment should involve material recovery and metals recovery processes. Facilities used to process end of life electronics must meet all applicable health, safety, environment, transport and export regulations. Facilities must possess all required permits and appropriate insurance.

ANNEX “B” – BASIS OF PAYMENT

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

A dollar amount must be included for each item, including the extended cost. A straight cost-per-copy fee for all segments, black & white clicks, must be proposed. A separate cost-per-copy fee must also be proposed for color clicks for applicable devices.

The estimated number of annual copies per model is for evaluation purposes only and does not necessarily guarantee the actual monthly usage per brand and model. Elevated copy counts may indicate multiple printers of the same model in different locations.

		A	B	C	D	E	F	G
	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	Accurio Press C6100	175,000			925,000			
2	Accurio Press C2070	85,000			610,000			
3	Bizhub Press 1250 (1)	475,000			N/A			
4	Bizhub Press 1250 (2)	155,000			N/A			
TOTAL								

Vendor / Company Name: _____

Signature: _____

Date: _____

ANNEX “C” – LANGUAGE PROFICIENCY

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

ANNEX "E" – 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