

 SENATE SÉNAT CANADA	REQUEST FOR STANDING OFFER (RFSO)
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Subject: Labour and Employment Law Services and Litigation Relating to Parliamentary Privilege

For further details, please refer to the Statement of Work (see Annex “A” — Statement of Work of this document).

Issue Date: October 7, 2021	Closing Date and Time: November 8, 2021 at 11:00 AM EST	RFSO No: SEN-019 21/22
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SENATE CONTACT INFORMATION

<p>For all enquiries, contact the Contracting Authority:</p> <p>Contact: Remy Duerto Title: Senior Procurement Officer Address: 40 Elgin Street, 11th floor Ottawa, ON K1A 0A4 Telephone: 613-995-8888 Email: Proc-Appr@sen.parl.gc.ca</p>	<p>Bids must be delivered by email only to the address of the Contracting Authority:</p> <p>Email: Proc-Appr@sen.parl.gc.ca</p> <p>PLEASE MARK ALL CORRESPONDENCE WITH THE RFSO NUMBER INDICATED ABOVE.</p>
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BIDDER SIGNATURE BLOCK

The bidder offers and agrees to provide to the Senate of Canada the services listed in Annex “A” — Statement of Work (SOW) below, in accordance with the terms and conditions set out in Part 5 below, at the price(s) set out in their bid.

The bidder must have the legal capacity to contract. If the bidder is a sole proprietorship, a partnership, or a corporate body, the bidder must provide, if so requested by the Contracting Authority, a statement and any requested supporting documentation confirming the laws under which it is registered or incorporated, together with the registered or corporate name and place of business. If a bidder is a joint venture, it must provide this information for each party of the joint venture, if so requested by the Contracting Authority.

Name of Bidder:			
Name of Authorized Representative:			
Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	

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PART 1 — GENERAL INFORMATION

1 Introduction

This Request for Standing Offer (RFSO) is divided into five (5) parts, five (5) annexes and seven (7) appendixes, as follows:

Part 1 — General Information

Part 2 — Bidder Instructions

Part 3 — Bid Preparation Instructions

Part 4 — Evaluation Procedures and Basis of Selection

Part 5 — Standing Offer and Resulting Contract Clauses

Annex “A” — Statement of Work (SOW)

Annex “B” — Basis of Payment – Scenarios

Annex “C” — Basis of Payment - Hourly Rates

Annex “D” — Language Proficiency

Annex “E” — Direct Deposit Enrollment Form

Appendix “A” – Stream 1 – R6

Appendix “B” – Stream 1 – R7

Appendix “C” – Stream 1 – R8

Appendix “D” – Stream 1 – R9

Appendix “E” – Stream 2 – R4

Appendix “F” – Stream 2 – R5

Appendix “G” – Stream 2 – R6

2 Summary

- I. The Senate of Canada (Senate) is seeking bids to establish one (1) or more Standing Offers (SOs) for each of the two streams described in Annex “A” — Statement of Work: one for the provision of labour and employment law services (Stream 1) and one regarding litigation relating to parliamentary privilege (Stream 2). Each SO would be valid for a period of three (3) years, with the Senate having the option to renew the SOs for two (2) additional one-year (1-year) periods.

3. Debriefings

- I. A debriefing will be provided to a bidder who, within **seven (7) days** of receiving the results of the RFSO process, requests a debriefing from the Standing Offer Authority. The debriefing may be in writing, by telephone, by video conference, or in person.

4. Language of Bid Submission

- I. The bidder may submit their bid in either English or French.

5. Key Terms and Definitions

The following terms apply in this RSFO as well as in any SO or any contract resulting from a call-up against any SO:

Term	Definition
bidder	A person or entity submitting a bid to perform the specified services.
call-up	A purchase order issued against a Standing Offer (SO) by the Contracting Authority. Issuance of a call-up to the offer or constitutes acceptance of its offer and results in the creation of a contract between the Senate and the offeror for the services described in the call-up.
conflict of interest	A situation in which a bidder is in a position to derive personal benefit from actions or decisions made in their official capacity.
contractor/offeror	The offeror is the person or entity whose name appears on the signature page of the SO and who offers to provide services the Senate against the SO. This offeror becomes a contractor upon issuance of a call-up against the SO.
responsive bid	A bid that complies with all prescribed requirements in the RFSO.
Standing Offer (SO)	The written offer from the offeror, the clauses, and conditions set out in full text, and these general conditions, annexes, and any other document specified or referred to as forming part of the SO.
Senate information	Senate information means information that is not publicly available or that is subject to solicitor–client privilege and received or generated during a resulting Standing Offer (SO) or during the performance of any contract resulting from a call-up against the SO. It includes documents — whether paper-based or electronic — prepared by the offeror/contractor for the benefit of the Senate.

PART 2 — BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites bidders to respond to this RFSO for the provision of labour and employment law services (Stream 1) and litigation relating to parliamentary privilege (Stream 2), as described in Annex “A” — Statement of Work (SOW). Bidders may bid on either or both streams.

2. Signature Requirement

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

3. Irrevocable Bids

- I. A bid is irrevocable for a period of **ninety (90) days**, beginning on the day on which the RFSO is closed.
- 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 **seven (7) days** before the end of the bid irrevocability period. If the extension request is accepted by all responsive bidders, the Senate will continue with evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the RFSO.

4. Cost Related to the Preparation of Bid

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

5. Inquiries and Communications

- I. The Standing Offer Authority for all enquiries and other communications regarding this RFSO is stated on the cover page of this document. All communications or enquiries must be directed **ONLY** to this person. Non-compliance with this condition may, for this reason alone, result in the disqualification of the bid.
- II. All communications regarding this RFSO must be received by email by the Standing Offer Authority at Proc-Appr@sen.parl.gc.ca no later than **October 20, 2021 at 11:00 EDT**. Enquiries received after that time and date may not be answered. The bidder should reference as accurately as possible the numbered clause of the RFSO to which the enquiry relates. Care should be taken by the bidder to explain each question in sufficient detail that the Senate may provide a responsive answer. Unless a bidder submits an enquiry that is proprietary in nature, the question and answer will be made available to all bidders. Enquiries that the bidder believes are of a proprietary nature must be clearly marked “Proprietary”. Enquiries identified as proprietary will be treated as such unless the Senate determines otherwise. The Senate may edit the question(s) — or may request that the bidder do so — in order that the proprietary nature of the question(s) is eliminated and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.

6. Provision of False or Incorrect Information

- I. The Senate will disqualify any bids found to contain false or incorrect information or information that the Senate, at its sole discretion, believes to be misleading. It is the responsibility of bidders to ensure that all information provided is accurate, clear, and easily understood. Furthermore, the Senate reserves the right to refer any concerns arising from a bid — including 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 any price justification document(s) requested by the Senate. Price justification documents may include one or more of the following:
 - a. a current published price list indicating the percentage discount available to the Senate, if applicable;
 - 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; and
 - d. price or rate certifications.

8. Conflict of Interest — Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may disqualify a bid if the bidder, any of the bidder's affiliates or subcontractors, or any of their respective employees or former employees
 - a. was involved in any manner in the preparation of the RFSO;
 - b. is in any situation of conflict of interest or appearance of conflict of interest; or
 - c. had access to information related to the RFSO that was not available to other bidders if, in the Senate's opinion, that information gives or appears to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services — or similar services — described in the RFSO will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, this bidder remains subject to the conditions listed in clause 8.I above.
- III. If the Senate intends to disqualify a bid under this clause, the Standing Offer Authority will inform the bidder and provide that bidder with an opportunity to make representations before a final decision is made. Any bidder who is in doubt about a particular situation should contact the Standing Offer Authority before bid closing. By submitting their bids, bidders represent that they neither consider themselves to be in a conflict of interest nor to have an unfair advantage. Each bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest or unfair advantage — or the appearance thereof — exists.

9. Ownership of RFSO documents

- I. This RFSO 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 RFSO, and it is information proprietary and confidential to 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 in connection with the preparation of a response to this RFSO.

10. Funding Approvals

- I. The issuance of a call-up is subject to the Senate's internal approval process, which may include obtaining internal funding. Despite the fact that a bidder may have been awarded an SO, a call-up will only be issued if it is allowable under the Senate's internal policies.

11. Applicable Laws

- I. This RFSO process and any resulting SO, call-up, or resulting contract are to be governed by and construed in accordance with the laws in force in the **Province of Ontario**.

12. Level of Security

- I. The level of security clearance required by any individual, including affiliates and subcontractors, working on a contract as a result of a call-up issued against the SO will be "**Site Access**". The Senate reserves the right to raise the level of required security clearance as needed.

13. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise, or other resources in a single joint-business enterprise (sometimes referred as a consortium) to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that their bid is a joint venture and must 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 referred to in clause 13.I is not clearly provided in the bid, the bidder must provide the information upon a request from the Standing Offer Authority.
- III. The bid and any resulting SO must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act for the purposes of the RFSO process and any resulting SO and contract resulting from a call-up against the SO. If an SO is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any contract resulting from a call-up.

PART 3 — BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requires that bidders provide their bids in a single email transmission, with the parts of their bids in separate PDF files as follows:

File I: Mandatory Criteria and page 1 of the RFSO signed

File II: Technical Bid

File III: Financial Bid — Annex “B” — Basis of Payment — Scenarios; and
Financial Bid — Annex “C” — Basis of Payment — Hourly Rates

File IV: Annex “E” — Direct Deposit Enrollment Form

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

Whether a bidder is bidding for one or both streams, they must provide the requested information for one or both streams in the files mentioned above such that no bidder will send more than four (4) PDF files in their single email transmission.

Bidders must quote the RFSO number as part of the subject line in their bids.

No price is to be indicated in any section of the bid other than Annex “B” — Basis of Payment — Scenarios and Annex “C” — Basis of Payment — Hourly Rates. Any price(s) indicated in any other section of the bid will result in the disqualification of the bid.

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

File III: Financial Bid – Annex “B” — Basis of Payment — Scenarios and Annex “C” — Basis of Payment — Hourly Rates

- I. A bidder must submit their financial bid in Canadian funds and in accordance with Annex “B” — Basis of Payment — Scenarios and Annex “C” — Basis of Payment — Hourly Rates.

File IV: Annex “E” — Direct Deposit Enrollment Form

- I. A bidder must complete, sign, and return Annex “E” — 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 requirements of the RFSO, including the mandatory criteria, technical criteria, and financial bid.
- II. The Senate will conduct the RFSO process in a fair manner and will treat all bidders equitably. Objective standards and evaluation criteria, as outlined herein, will be applied uniformly to all bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of the bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any bidder during the evaluation of bids in order to obtain clarifications. If the Senate seeks clarification or verification from the bidder about their bid, the bidder will have **two (2) days** (or a longer period if specified in writing by the Standing Offer 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 be disqualified.

2. Mandatory Criteria (Phase 1)

- I. A bidder must meet the mandatory criteria that follow below. Failure to clearly demonstrate full compliance or to provide any supporting documentation necessary to establish that the criteria have been met will result in the disqualification of the bid.
- II. A bidder must include TABLE A — MANDATORY CRITERIA in their bid (depending on which stream or streams they wish to bid) and ensure that the page and paragraph numbers are indicated in the column entitled “Cross-Reference” for all mandatory information included. A bidder submitting a bid for both streams must complete this table twice.
- III. A bidder **MUST meet all mandatory criteria** for each stream on which they bid. 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. Services of Submission</p> <p>The bidder must indicate on which stream or streams they are bidding.</p> <p>The streams of service are:</p> <p>Stream 1 — Labour and Employment Law</p> <p>Stream 2 — Litigation Relating to Parliamentary Privilege</p>	<p>To meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement indicating the stream or streams on which they are bidding. <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 disqualified.</p>		
<p>M2. Bidder’s Team Lead</p> <p>The bidder must designate a Team Lead — a lawyer who will act as the principal point of contact — for all files relating to the stream or streams on which they are bidding.</p>	<p>To meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • the full name of the Team Lead; 		

TABLE A — MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross-Reference
<p>The bidder must also demonstrate that the Team Lead is a member of a law society and has at least ten years of experience providing the services described in Annex “A” — Statement of Work in the stream or streams in which they are bidding.</p> <p>The bidder must also demonstrate that the Team Lead, with respect to English and French, meets the description of “Advanced” in respect of oral, written, and comprehension described in Annex ”D” — Language Proficiency.</p>	<ul style="list-style-type: none"> • the Team Lead’s year of call and associated law society (if the Team Lead is a member of more than one law society, please list all of them and the associated years of call); • a statement confirming that the Team Lead has at least ten (10) years of experience in providing the services, as described in Annex “A” — Statement of Work (SOW) in the stream or streams on which they are bidding; and • a statement confirming that the Team Lead, with respect to English and French, meets the description of “Advanced” in respect of oral, written, and comprehension described in Annex ”D” — Language Proficiency. <p>All information requested 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. Bidder’s Team</p> <p>The bidder must identify the other lawyers or other personnel who will be members of the team (maximum of five (5), not including the Team Lead, account manager, or articling students) and who they propose will provide services to the Senate for all files relating to the stream or streams on which they are bidding.</p>	<p>To meet this mandatory criterion, the bidder must provide,</p> <ul style="list-style-type: none"> • for each proposed member of their team, their full name and title; • if the team member is a lawyer, the lawyer’s year of call and a statement confirming that the lawyer is a member in good standing of a law society in Canada; and • if the team member is a paralegal, the year in which they became licensed with a law society and a statement confirming that the paralegal is a member in good standing of a law society in Canada. <p>The Senate reserves the right to validate licensing information with the appropriate law society.</p> <p>All information requested must be provided under Mandatory Criterion (M3) 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>M4. Experience</p> <p>The bidder must demonstrate that the Team Lead has experience appearing before the forums below in relation to the stream or streams on which they are bidding. As well, the bidder must demonstrate that a lawyer on the team identified in response to M3 above who is not the Team Lead has appeared before at least one of the forums below in relation to the stream or streams on which they are bidding.</p> <p><u>For Stream 1:</u></p> <ul style="list-style-type: none"> • the Federal Public Sector Labour Relations and Employment Board (FPSLREB); • the Workplace Safety and Insurance Board (WSIB) or the Workplace Safety and Insurance Appeals Tribunal (WSIAT) of Ontario; • the Ontario Superior Court of Justice (Ont SCJ) on a labour or employment law matter; and • the Federal Court on a labour or employment law matter. <p><u>For Stream 2:</u></p> <ul style="list-style-type: none"> • a Canadian court of first instance or a Canadian appellate court on a matter relating to parliamentary privilege. 	<p>To meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming that a team member has appeared before the forums identified in the stream or streams on which they are bidding. <p>All information requested must be provided under Mandatory Criterion (M4) 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>M5. Services in both official languages</p> <p>The bidder must demonstrate that the Team Lead and at least one other lawyer on the bidder’s proposed team can make oral and written representations before administrative tribunals or courts of Canadian jurisdiction in both English and French.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following:</p> <ul style="list-style-type: none"> • a statement confirming that the Team Lead and at least one other lawyer on the bidder’s proposed team can make oral and written representations before administrative tribunals or courts of Canadian jurisdiction in both English and French (this statement must include, for each of the Team Lead and the proposed lawyer(s), at least one example of a case in which representations were made in English and one example of a case in which representations were made in French); and • a statement confirming that the Team Lead and proposed lawyer(s) meet the description of “Advanced” in respect of oral, written, and comprehension in English and French as described in Annex ”D” — Language Proficiency. <p>All information requested 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. References</p> <p>The bidder must provide two (2) client references for clients to whom the Team Lead has provided services in the last three (3) years.</p> <p>For stream 1, the services provided to the client must relate to labour and employment law.</p>	<p>In order to meet this mandatory criterion, the bidder must provide the following for each client reference:</p> <ul style="list-style-type: none"> • name of client; • contact name; • current phone number et/ou current email address; • period of provision of services to the client; and • nature of the services provided to this client. <p>All information requested 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>		

TABLE A — MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross-Reference
<p>For stream 2, at least one client reference must be for legal services provided in relation to litigation relating to parliamentary privilege, with the other reference — if not in relation to parliamentary privilege — for legal services in relation to litigation relating to constitutional or administrative law.</p> <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate reserves the right to contact any or all of these references.</p>			
<p>M7. Judgments</p> <p>The members of the bidder’s proposed team must demonstrate that they do not have any judgments against them under legislation pertaining to discrimination or harassment in the workplace.</p>	<p>To meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a written statement attesting to the fact that no person on the team proposed in M3 has had a judgment against them under legislation pertaining to discrimination or harassment in the workplace. <p>All information requested 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>		
<p>M8. Account Manager</p> <p>The bidder must identify an account manager who will act as the point of contact for all financial or administrative matters relating to the SO and any contract resulting from a call-up.</p>	<p>To meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • the full name and title of the account manager. <p>All information requested 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. Data Stored in Canada</p> <p>The bidder must confirm in writing that all data pertaining to the Senate will be stored in Canada.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming that all data pertaining to the Senate will be stored in Canada. 		

TABLE A — MANDATORY CRITERIA			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross-Reference
	<p>All information requested 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. Information Management</p> <p>The bidder must have a policy or practices dealing with information management, including retention and disposition, of their client files.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a copy of their policy in respect of information management, including information and disposition; or • a description of their information retention and disposition practices. <p>All information requested 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>		
<p>M11. Acceptance of Standing Offer and Resulting Contract Clauses</p> <p>The bidder must confirm in writing that, should they be the successful bidder, they acknowledge acceptance of the resulting contract clauses outlined in Part 5 — Standing Offer and Resulting Contract Clauses.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming compliance with this mandatory requirement. <p>All information requested 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>		
<p>M12. Information Management — Destruction of Senate Information</p> <p>The bidder must confirm in writing that they will return to the Senate or will destroy Senate information immediately upon the termination of a contract under the SO or the expiry of the SO — whichever happens later — and will thereupon provide the Senate with a certificate of destruction, except to the extent that Senate information is required to be retained by the bidder under applicable legislation — including</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming compliance with the mandatory criterion. <p>All information requested must be provided under Mandatory Criteria (M12) 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>bylaws or rules of a law society in Canada — in which case they may retain the information until the applicable legislative deadline, at which time they will immediately dispose of any remaining Senate information and provide a certificate of destruction to the Senate.</p>			
<p>M13. Information Security — Data Breach Notification</p> <p>The bidder must confirm in writing that any data breach affecting Senate information will immediately be communicated to the Senate of Canada.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criteria (M13) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M14. Information Security — Encryption — Data at Rest</p> <p>The bidder must confirm in writing that all Senate information stored on their systems will be encrypted. This includes computers, external storage, and portable devices.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criteria (M14) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M15. Information Security — Encryption — Data in Transit</p> <p>The bidder must confirm in writing that all Senate information will be encrypted while in transit. This includes any information transfer and electronic correspondence.</p>	<p>In order to meet this mandatory criterion, the bidder must provide</p> <ul style="list-style-type: none"> • a statement confirming compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criteria (M15) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

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

- I. The evaluation of each stream will be done separately.

- **For Stream 1** — Bids that do not clearly meet all the mandatory criteria set forth in Table A and that do not attain a minimum of **133 points** for the technical rated criteria will receive no further consideration.
 - **For Stream 2** — Bids that do not clearly meet all the mandatory criteria set forth in Table A and that do not attain a minimum of **101 points** for the technical rated criteria 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-based rating system based on evaluation criteria.
 - III. The bidder must include TABLE B1 and/or TABLE B2 — TECHNICAL EVALUATION CRITERIA in their bid (depending on which stream or streams they bid on) and ensure that the relevant page and paragraph numbers of their bid are indicated in the column entitled “Cross-Reference” for all rated information that is included.
 - IV. The bidder should include all information relating to the rated evaluation criteria in their Technical Bid. All information contained within the bidder’s Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated technical evaluation criteria are as follows:

Stream 1 — Labour and Employment Law Services

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<p>R1. Understanding the Requirements</p> <p>The bidder should demonstrate their understanding of the requirements for Stream 1 — Labour and Employment Law services as outlined in Annex “A” — Statement of Work.</p>	<p>Maximum 25 points</p> <p>1–5 points: Information provided demonstrates a minimal understanding.</p> <p>6–18 points: Information provided demonstrates an average understanding.</p> <p>19–25 points: Information provided demonstrates an in-depth understanding.</p>	
<p>R2. Experience of Bidder’s Team Lead</p> <p>The bidder should demonstrate that the Team Lead has significant recent experience in the delivery of legal services relating to Stream 1 — Labour and Employment Law services, as described in Annex “A” — Statement of Work.</p>	<p>Maximum 15 points</p> <p>5 Points: The bidder’s Team Lead, within the last 15 years, has had more than 10 but fewer than 15 years of experience providing the legal services described.</p> <p>10 Points: The bidder’s Team Lead has had at least 15 but no more than 20 years of experience providing the legal services described, and at least 15 of those years include the 15 years preceding this bid.</p> <p>15 Points: The bidder’s Team Lead has had at least 20 years of experience providing the legal services described, and those 20</p>	

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
	years include the 15 years preceding this bid.	
<p>R3. Approach</p> <p>The bidder should demonstrate the approach that the proposed team will take when it receives requests relating to Stream 1 — Labour and Employment Law services, as described in Annex “A” — Statement of Work, including how the bidder anticipates drawing on the expertise of their team members and dividing the work.</p>	<p>Maximum 25 points</p> <p>1–5 points: Information provided demonstrates that the bidder has developed an approach to respond to requests for services.</p> <p>6–18 points: Information provided demonstrates that the bidder has developed an approach to respond to requests for services that leverages the experience and expertise of team members while ensuring an appropriate distribution of work.</p> <p>19–25 points: Information provided demonstrates that the bidder has developed an in-depth and well-considered approach to responding to requests for services that, in addition to leveraging the experience and expertise of team members while ensuring an appropriate distribution of work, promotes efficiency, minimizes costs, provides for quality control, and limits internal administrative burden.</p>	
<p>R4. General experience in providing employment and labour law advice</p> <p>The bidder should demonstrate the experience and expertise of the proposed team in the delivery of legal advice in labour and employment matters with respect to both union and non-union staff, including issues related to occupational health and safety, pay equity, and pensions.</p>	<p>Maximum 15 points</p> <p>1–5 points: Information provided demonstrates minimal experience in each of the areas indicated.</p> <p>6–10 points: Information provided demonstrates average experience in each of the areas indicated.</p> <p>10–15 points: Information provided demonstrates in-depth experience in each of the areas indicated.</p>	
<p>R5. General experience and expertise in providing advice on specific statutes</p> <p>The bidder should demonstrate the experience and expertise of the proposed team in the interpretation of the following statutory schemes:</p>	<p>Maximum 10 points</p> <p>Up to 6 points will be allocated, depending on the depth and breadth of the bidder’s experience and expertise with these schemes. The bidder should clearly indicate the nature of their experience, such as whether they have argued matters under those schemes before</p>	

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<ul style="list-style-type: none"> • Parts I, II.1, and III of the <i>Parliamentary Employment and Staff Relations Act</i>; • Part II of the <i>Canada Labour Code</i>; • the <i>Government Employees Compensation Act</i>; and • the <i>Members of Parliament Retiring Allowances Act</i>. 	<p>Canadian courts, researched those schemes, assisted in drafting those schemes, etc.</p> <p>Up to 4 points will be allocated, with up to one point awarded for each statute listed, in respect of which the bidder's proposed team has demonstrated experience and expertise.</p>	
<p>R6. FPSLREB experience</p> <p>The bidder should demonstrate the proposed team's experience appearing before the FPSLREB.</p> <p>The bidder should show this information in table format (see Appendix "A").</p>	<p>Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder's team has appeared before the FPSLREB, up to a maximum of 5 points.</p> <p>1–5 points: A point will be allocated for each member of the bidder's team who has appeared before the FPSLREB, up to a maximum of 5 points.</p>	
<p>R7. WSIB or WSIAT experience</p> <p>The bidder should demonstrate the proposed team's experience appearing before WSIB or the WSIAT.</p> <p>The bidder should show this information in table format (see Appendix "B").</p>	<p>Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder's team has appeared before the WSIB or the WSIAT, up to a maximum of 5 points.</p> <p>1–5 points: A point will be awarded for each member of the bidder's team who has appeared before the WSIB or WSIAT, up to a maximum of 5 points.</p>	
<p>R8. Ontario Superior Court of Justice experience</p> <p>The bidder should demonstrate the proposed team's experience appearing before the Ont SCJ on a labour or employment law matter.</p> <p>The bidder should show this information in table format (see Appendix "C").</p>	<p>Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder's team has appeared before the Ontario Superior Court of Justice on a labour or employment law matter, up to a maximum of 5 points.</p> <p>1–5 points: A point will be awarded for each member of the bidder's team who has appeared before the Ontario Superior Court of Justice on a labour or employment law matter, up to a maximum of 5 points.</p>	
<p>R9. Federal Court experience</p>	<p>Maximum 10 points</p>	

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<p>The bidder should demonstrate the proposed team’s experience appearing before the Federal Court on a labour or employment law matter.</p> <p>The bidder should show this information in table format (see Appendix “D”).</p>	<p>1–5 points: A point will be awarded for each case in which a member of the bidder’s team has appeared before the Federal Court on a labour or employment law matter, up to a maximum of 5 points.</p> <p>1–5 points: A point will be awarded for each member of the bidder’s team who has appeared before the Federal Court on a labour or employment law matter, up to a maximum of 5 points.</p>	
<p>R10. Environmentally Sound Business Practices</p> <p>The bidder should describe their environmentally sound practices.</p>	<p>Maximum 5 points</p> <p>0 points: The bidder does not demonstrate environmentally sound business practices.</p> <p>5 points: The bidder demonstrates environmentally sound business practices.</p>	
<p>R11. Accessibility</p> <p>The bidder should describe their approach to ensuring accessibility.</p> <p>Accessibility refers to the design of products, devices, services, or environments so that they are usable by people with disabilities.</p>	<p>Maximum 5 points</p> <p>0 points: The bidder does not demonstrate a commitment to accessibility.</p> <p>5 points: The bidder demonstrates a commitment to accessibility.</p>	
<p>R12. IT Security Program and Security Controls</p> <p>The bidder should describe their IT security program and outline the types of security controls and security hardening in their IT infrastructure. This can include, but is not limited to,</p> <ul style="list-style-type: none"> • internal/external vulnerability assessments; • penetration testing; • internal/external threat and risk assessments; • mitigation against common cyberattacks; • patch management; and • server and operating system configuration hardening. 	<p>Maximum 20 points</p> <p>1–6 points: Information provided demonstrates that the bidder has basic or minimal measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p> <p>7–12 points: Information provided demonstrates that the bidder has moderate or intermediate measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p> <p>13–20 points: Information provided demonstrates that the bidder has advanced or comprehensive measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p>	

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<p>R13. Information Security — Encryption — Data at Rest</p> <p>The bidder should provide details on the measures they will use to ensure that data that is Senate information is encrypted at rest, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as Federal Information Processing Standards (FIPS) or Common Criteria.</p> <p>For the purposes of evaluation, <i>measures</i> means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and</p> <p><i>technology solutions</i> means the software and/or hardware used by the bidder to encrypt data at rest.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p>	
<p>R14. Information Security — Encryption — Data in Transit</p> <p>The bidder should provide details on the measures to be used by the bidder to ensure that data that is Senate information is encrypted in transit, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as FIPS or Common Criteria.</p> <p>For the purposes of evaluation, <i>measures</i> means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and</p> <p><i>technology solutions</i> means the software and/or hardware used by the bidder to encrypt data in transit.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p>	

TABLE B1 — TECHNICAL EVALUATION CRITERIA — Stream 1 — Labour and Employment Law Services		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
Total of all the point-rated technical criteria for Stream 1 — Labour and Employment Law services	190 points maximum	
Minimum pass mark	133 points	

Stream 2 — Litigation Relating to Parliamentary Privilege

TABLE B2 — TECHNICAL EVALUATION CRITERIA — Stream 2 — Litigation Relating to Parliamentary Privilege		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<p>R1. Understanding the Requirement</p> <p>The bidder should demonstrate their understanding of the requirements for Stream 2 — Litigation Relating to Parliamentary Privilege, as outlined in Annex “A” — Statement of Work.</p>	<p>Maximum 25 points</p> <p>1–5 points: Information provided demonstrates a minimal understanding.</p> <p>6–18 points: Information provided demonstrates an average understanding.</p> <p>19–25 points: Information provided demonstrates an in-depth understanding.</p>	
<p>R2. Experience of Bidder’s Team Lead</p> <p>The bidder should demonstrate that the Team Lead has significant recent experience in the delivery of legal services relating to Stream 2 — Litigation Relating to Parliamentary Privilege, as described in Annex “A” — Statement of Work.</p>	<p>Maximum 15 points</p> <p>5 Points: The bidder’s Team Lead, within the last 15 years, has had more than 10 but fewer than 15 years of experience providing the legal services described.</p> <p>10 Points: The bidder’s Team Lead has had at least 15 but no more than 20 years of experience providing the legal services described, and at least 15 of those years include the 15 years preceding this bid.</p> <p>15 Points: The bidder’s Team Lead has had at least 20 years of experience providing the legal services described, and those 20 years include the 15 years preceding this bid.</p>	
R3. Approach	Maximum 15 points	

TABLE B2 — TECHNICAL EVALUATION CRITERIA — Stream 2 — Litigation Relating to Parliamentary Privilege		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<p>The bidder should demonstrate the approach that the proposed team will take when it receives requests relating to Stream 2 — Litigation Relating to Parliamentary Privilege, as described in Annex “A” — Statement of Work, including how the bidder anticipates drawing on the expertise of their team members and dividing the work.</p>	<p>1–5 points: Information provided demonstrates that the bidder has developed an approach to respond to requests for services.</p> <p>6–10 points: Information provided demonstrates that the bidder has developed an approach to respond to requests for services that leverages the experience and expertise of team members while ensuring an appropriate distribution of work.</p> <p>11–15 points: Information provided demonstrates that the bidder has developed an in-depth and well-considered approach to responding to requests for services that — in addition to leveraging the experience and expertise of team members while ensuring an appropriate distribution of work — promotes efficiency, minimizes costs, provides for quality control, and limits internal administrative burden.</p>	
<p>R4. Experience in a court of first instance</p> <p>The bidder should demonstrate the proposed team’s experience appearing before a Canadian court of first instance in a matter relating to parliamentary privilege.</p> <p>The bidder should show this information in table format (see Appendix “E”).</p>	<p style="text-align: center;">Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder’s team has appeared before a Canadian court of first instance in a matter relating to parliamentary privilege, up to a maximum of 5 points.</p> <p>1–5 points: A point will be awarded for each member of the bidder’s team who has appeared before a Canadian court of first instance in a matter relating to parliamentary privilege, up to a maximum of 5 points.</p>	
<p>R5. Experience in an appellate court</p> <p>The bidder should demonstrate the proposed team’s experience appearing before a Canadian appellate court in a matter relating to parliamentary privilege.</p>	<p style="text-align: center;">Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder’s team has appeared before a Canadian appellate court in a matter relating to parliamentary privilege, up to a maximum of 5 points.</p>	

TABLE B2 — TECHNICAL EVALUATION CRITERIA — Stream 2 — Litigation Relating to Parliamentary Privilege		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
The bidder should show this information in table format (see Appendix “F”).	1–5 points: A point will be awarded for each member of the bidder’s team who has appeared before a Canadian appellate court in a matter relating to parliamentary privilege, up to a maximum of 5 points.	
<p>R6. General experience in constitutional or administration law</p> <p>The bidder should demonstrate the proposed team’s experience appearing before a Canadian court of first instance or a Canadian appellate court in any constitutional or administrative law matter.</p> <p>The bidder should show this information in table format (see Appendix “G”).</p>	<p style="text-align: center;">Maximum 10 points</p> <p>1–5 points: A point will be awarded for each case in which a member of the bidder’s team has appeared before a Canadian court of first instance or a Canadian appellate court in any constitutional or administrative law matter, up to a maximum of 5 points.</p> <p>1–5 points: A point will be awarded for each member of the bidder’s team who has appeared before a Canadian court of first instance or a Canadian appellate court in any constitutional or administrative law matter, up to a maximum of 5 points.</p>	
<p>R7. Environmentally Sound Business Practices</p> <p>The bidder should describe their environmental practices.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: The bidder does not demonstrate environmentally sound business practices.</p> <p>5 points: The bidder demonstrates environmentally sound business practices.</p>	
<p>R8. Accessibility</p> <p>The bidder should outline their company’s accessibility practices.</p> <p>Accessibility refers to the design of products, devices, services, or environments so that they are usable by people with disabilities.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 points: The bidder does not demonstrate a commitment to accessibility.</p> <p>5 points: The bidder demonstrates a commitment to accessibility.</p>	
<p>R9. IT Security Program and Security Controls</p> <p>The bidder should describe their IT security program and outline the types of security controls and security hardening in their IT infrastructure. This can include, but is not limited to,</p>	<p style="text-align: center;">Maximum 20 points</p> <p>1–6 points: Information provided demonstrates that the bidder has basic or minimal measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p> <p>7–12 points: Information provided demonstrates that the bidder has</p>	

TABLE B2 — TECHNICAL EVALUATION CRITERIA — Stream 2 — Litigation Relating to Parliamentary Privilege		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<ul style="list-style-type: none"> • internal/external vulnerability assessments; • penetration testing; • internal/external threat and risk assessments; • mitigation against common cyberattacks; • patch management; and • server and operating system configuration hardening. 	<p>moderate or intermediate measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p> <p>13–20 points: Information provided demonstrates that the bidder has advanced or comprehensive measures in place to ensure the availability, confidentiality, and integrity of Senate information.</p>	
<p>R10. Information Security — Encryption — Data at Rest</p> <p>The bidder should provide details on the measures to be used by them to ensure that data that is Senate information is encrypted at rest, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as FIPS or Common Criteria.</p> <p>For the purposes of evaluation, <i>measures</i> means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and <i>technology solutions</i> means the software and/or hardware used by the bidder to encrypt data at rest.</p>	<p>Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p>	
<p>R11. Information Security — Encryption — Data in Transit</p> <p>The bidder should provide details on the measures to be used by them to ensure that data that is Senate information is encrypted in transit, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as FIPS or Common Criteria.</p> <p>For the purposes of evaluation: <i>measures</i> means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and</p>	<p>Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to</p>	

TABLE B2 — TECHNICAL EVALUATION CRITERIA — Stream 2 — Litigation Relating to Parliamentary Privilege		
TECHNICAL MERIT Point-Rated Technical Criteria	Maximum No. of Points Available	Cross-Reference
<i>technology solutions</i> means the software and/or hardware used by the bidder to encrypt data in transit.	ensure the encryption of data that is Senate information in transit.	
Total of all the point-rated technical criteria for Stream 2 — Litigation Relating to Parliamentary Privilege	145 points maximum	
Minimum pass mark	101 points	

The top five (5) bidders in each stream who meet the mandatory requirements in Phase 1 and obtain the highest total points in Phase 2 will be invited to the virtual-interview stage.

4. Virtual Interview Stage — Rated Evaluation Criteria (Phase 3)

Phase 3 — Virtual Interview – Stream 1 — Labour and Employment Law Services	
<p>Virtual Interview</p> <p>Bidders in Stream 1 will be asked to demonstrate their understanding of the Senate’s unique labour and employment context and their approach to providing legal services to the Senate.</p> <p>The Team Lead of the bidders must be available for the interviews. The interviews will take place in December 2021 (exact date and time to be confirmed), and will be done remotely using videoconferencing technology such as MS Teams or Zoom.</p> <p>The top five (5) bidders will be given a minimum of one (1) week’s notice to prepare. The interviews will consist of a presentation by the bidders, during which they will provide answers to questions shared in advance, followed by a question-and-answer period, for which questions will not be shared in advance.</p>	<p style="text-align: center;">Maximum 20 points</p> <p>1–7 points: Information provided demonstrates a <i>minimal</i> understanding of the Senate’s labour and employment context and a <i>basic</i> approach in the provision of legal services to the Senate.</p> <p>8–15 points: Information provided demonstrates an <i>average</i> understanding of the Senate’s labour and employment context and a <i>comprehensive</i> approach in the provision of legal services to the Senate.</p> <p>16–20 points: Information provided demonstrates an <i>in-depth</i> understanding of the Senate’s labour and employment context and a <i>comprehensive and robust</i> approach in the provision of legal services to the Senate.</p>

Phase 3 — Virtual Interview – Stream 2 — Litigation Relating to Parliamentary Privilege	
<p>Virtual Interview</p> <p>Bidders in Stream 2 will be asked to demonstrate their knowledge of and approach to providing legal services to an institution that benefits from parliamentary privilege.</p> <p>The Team Lead of the bidders must be available for the interviews. The interviews will take place in December, 2021 (exact date and time to be confirmed), and will be done remotely using videoconferencing technology such as MS Teams or Zoom.</p> <p>The top five (5) bidders will be given a minimum of one (1) week’s notice to prepare. The interviews will consist of a presentation by the bidders, during which they will provide answers to questions shared in advance, followed by a question-and-answer period, for which questions will not be shared in advance.</p>	<p style="text-align: center;">Maximum 20 points</p> <p>1–7 points: Information provided demonstrates a <i>minimal</i> understanding of parliamentary privilege in the context of the Senate and a <i>basic</i> approach in the provision of legal services to the Senate in the context of litigation.</p> <p>8–15 points: Information provided demonstrates an <i>average</i> understanding of parliamentary privilege in the context of the Senate and a <i>comprehensive</i> approach in the provision of legal services to the Senate in the context of litigation.</p> <p>16–20 points: Information provided demonstrates an <i>in depth</i> understanding of parliamentary privilege in the context of the Senate and a <i>comprehensive and robust</i> approach in the provision of legal services to the Senate in the context of litigation.</p>

Bidders must obtain a minimum of **14 points** in the virtual-interview stage to pass.

Total Technical Merit (Stream 1) (rated and interview)	
Total Technical Merit (Stream 2) (rated and interview)	

5. Financial Bid

The bidders must submit their financial bid as set out in Annex “B” — Basis of Payment — Scenarios and Annex “C” — Basis of Payment — Hourly Rates.

6. Basis of Selection for Each Stream

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

- Phase 1 — Mandatory Criteria
- Phase 2 — Technical Bid — Rated Evaluation
- Phase 3 — Virtual Interview — Rated Evaluation
- Phase 4 — Determination of Highest-Ranked Bidder for Each Stream

Phase 1 — Mandatory Criteria

In Phase 1, all bids will be evaluated for their fulfilment of the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will be disqualified.

Phase 2 — Technical Bid — Rated Evaluation

The Senate will perform an evaluation of the technical merit of each bid under Phase 2 for each stream separately.



In Phase 2, the bids that meet the mandatory criteria in Phase 1 will be evaluated against the point-rated technical criteria for the stream(s) on which bidders are bidding. 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 — Virtual Interview — Rated Evaluation

In Phase 3, the top five (5) responsive bidders for each stream after the completion of Phases 1 and 2 will be invited to a virtual interview. (The questions and evaluation criteria will be communicated to those bidders at a later date.) Bids that do not obtain the required minimum overall points for the interview will not be given further consideration.

Phase 4 — Determination of Highest Ranked Bidder for Each Stream

During this phase the financial bid will be reviewed and included in the determination of the highest ranked bidder.

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

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

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

For each stream, the top three (3) bidders with the highest combined total scores will be awarded a Standing Offer (SO). Firms will be notified of their order placement in each stream for the rotation process, as identified in Part 5.

Ties between bids will be settled by a coin toss.

PART 5 — STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER CLAUSES AND CONDITIONS

1. Offer

- I. The offeror will provide and deliver to the Senate the services described in Annex “A” — Statement of Work (SOW), in accordance with the pricing set out in Annex “C” — Basis of Payment — Hourly Rates, if and when the Senate requests such services, in accordance with the conditions listed at clause 1.III below.
- II. The offeror acknowledges that the award of an SO does not oblige or commit the Senate to procure or contract for services listed in the SO. The offeror understands and agrees that the Senate has the right to procure the services specified in the SO by means of any other contract, SO, or contracting method.
- III. The offeror understands and agrees that
 - a. a call-up against the SO will result in a contract only for the services that have been called up;
 - b. the Senate’s liability is limited to that which arises from call-ups against the SO;
 - c. neither the SO nor any contract resulting from a call-up can be assigned or transferred in whole or in part; and
 - d. the SO may be cancelled by the Senate at any time.

2. Term of Standing Offer

- I. The period for issuing call-ups against the SO and providing services is three (3) years from the date of SO award to *(To be identified upon SO award)*, inclusive.
- II. The offeror grants to the Senate the irrevocable option to extend the term of the SO by up to two (2) additional one-year (1-year) periods under the same conditions. Rates would be subject to negotiation.
- III. The Senate may exercise this option at any time by sending a written notice to the offeror at least two (2) weeks before the expiry date of the SO. The option may only be exercised by the Senate and will be evidenced through an amendment to the SO.

3. Authorities

I. Standing Offer Authority

The Standing Offer Authority for the SO 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 Standing Offer Authority is responsible for the establishment and administration of the Standing Offer (including any extensions, set-asides or cancellations). Revisions or amendments to the SO will only be authorized in writing by the Standing Offer Authority.

The Standing Offer Authority will also act as Contracting Authority in any contract resulting from a call-up against the SO.

II. Project Authority

(Fill in at time of award)

The Project Authority for the SO and any contract resulting from a call-up against the SO is

Name: xxxx
Title: xxxx
Organization: xxxx



Address: XXXX
Telephone XXXX
E-mail address: XXXX

The Project Authority is the representative of the Senate directorate for which the work is being carried out pursuant to a call-up against the SO and is responsible for all matters concerning the technical content of the work against the SO. 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 outlined in Annex “A” — Statement of Work (SOW). Changes to the SOW can only be made through an SO amendment issued by the Standing Offer Authority.

III. Account Manager

(Fill in at time of award)

The offeror’s account manager for the SO and any contract resulting from a call-up against the SO is

Name: XXXX
Title: XXXX
Organization: XXXX
Address: XXXX

Telephone XXXX
E-mail address: XXXX

IV. Offeror/Contractor's Team Lead

(Fill in at time of award)

The offeror/contractor’s representative for the SO and any contract resulting from a call-up against the SO is

Name: XXXX
Title: XXXX
Organization: XXXX
Address: XXXX

Telephone XXXX
E-mail address: XXXX

4. Security Requirement

I. The level of security clearance required by any individual, including affiliates and subcontractors, working on a contract as a result of a call-up issued against the SO will be “**Site Access**”. The Senate reserves the right to raise the level of required security clearance as needed.

5. Amendments

I. No person other than the Manager of Procurement or their designate can amend in any form the SO or any contract resulting from a call-up to the SO. Any changes to the SO or any resulting contract must be made in writing and, unless otherwise stated, commence upon signature by both the Senate and the offeror/contractor.

6. Withdrawal

I. In the event that the offeror wishes to withdraw from the SO after authority to issue call-ups against the SO has been given, the offeror must provide no less than thirty (30) days’ written notice to the Standing Offer Authority unless specified otherwise in the SO. The thirty-day (30-day) period will start upon receipt of the notification by the Standing Offer Authority, and the withdrawal will be effective at the expiry of that period. The offeror must fulfill any and all call-ups that are made before the expiry of that period.

7. Replenishment of Standing Offer List

I. The Senate reserves the right to replenish the list of SOs by awarding an SO to another bidder that qualified under the RFSO process. The basis for deciding which bidder will be awarded a replenishment SO will be the next-ranked bidder, as per the placement order established.

- II. Any bidder awarded a replenishment SO within three (3) years of the initial award of SOs will be expected to honour the hourly rates submitted for the initial period in response to the RFSO. Any bidder awarded a replenishment SO more than three (3) years after the initial award of SOs will be offered an opportunity to adjust their hourly rates.
- III. Should the Senate exercise its right under clause 7.I, the next bidder in the placement order will provide notification of acceptance or rejection of the award of a replenishment SO within **five (5) days** of receipt of written notification from the Senate.

8. Call-up Procedures

- I. Call-ups will be issued to the offeror on a rotational basis whenever possible. The Senate reserves the right to **not** use the rotational basis if, from a consistency and cost-effectiveness perspective, another firm that has issued an SO under the RFSO process is better positioned to continue to work on a file on which they had previously worked or a file that is substantially similar to a previous file.
- II. When the Senate requires legal services of the nature described in Annex “A” — Statement of Work (SOW), it will notify the next qualified firm in the rotation of the nature of the work. That firm will, within the timeline specified in the Senate’s notice, reply in writing to provide
 - a. confirmation that the notice has been received and understood;
 - b. a workplan that provides the name of the Team Lead and all members of the team who will provide the services;
 - c. an assurance that no person who will perform services described in the call-up has a conflict of interest or other professional limitation against providing the services;
 - d. the estimated number of hours that will be required by each member of the team to perform the work; and
 - e. a total cost estimate based on the hours of work, estimated at the hourly rate of the team member and with disbursements and applicable taxes indicated separately.
- III. In the event that a firm cannot provide a required item under clause 8.II for any reason (for example, there is a conflict of interest or the entity is otherwise unable to provide services), the services will not be provided by that firm and the Senate will proceed to give a notice to the next firm in the rotation.
- IV. Upon receipt of a firm’s required items under clause 8.II, the Senate reserves the right to negotiate the deliverables and total cost of each call-up with the firm; however, hourly rates will remain as indicated in Annex “C” — Basis of Payment — Hourly Rates. If an agreement is reached, the Senate will communicate to the firm that it is to provide the legal services. Should no agreement be reached, the Senate reserves the right to move to the next firm in the rotation.
- V. The number of call-ups issued by the Senate will vary annually, depending on workload and funding. Although the Senate cannot guarantee the number of call-ups each firm will receive in any given year, the Senate’s objectives will be
 - a. to utilize the services of each firm whenever and wherever possible; and
 - b. to distribute as equitably as possible overall call-up value across the list of firms holding SOs on a rotational basis.

9. Call-up Instrument

- I. Call-ups issued against the SO must be for services included in the SO at the prices and in accordance with the terms and conditions specified in the SO.
- II. The format used to issue a call-up against the SO will be a Purchase Order (PO).

10. Financial Limitation

- I. The total cost to the Senate resulting from call-ups against the SO must not exceed the sum of \$___ (*to be inserted at standing offer award*) (applicable taxes excluded), unless otherwise authorized in writing by the Standing Offer Authority. The offeror must not perform any work or services in response to call-ups that would cause the total cost to the Senate to exceed the said sum unless an increase is so authorized.

- II. The offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed. However, if at any time, the offeror considers that the said sum may be exceeded, the offeror must promptly notify the Standing Offer Authority.

11. Priority of Documents

- I. The following documents form part of the SO:
 - a. any contracts resulting from call ups against the SO, including any annexes;
 - b. the clauses of the SO;
 - c. Annex “A” — Statement of Work;
 - d. Annex “C” — Basis of Payment — Hourly Rates;
 - e. Annex “D” — Language Proficiency;
 - f. Annex “E” — Direct Deposit Enrollment Form;
 - g. Request for Standing Offer number **XXXX**; and
 - h. the offeror's original bid under the RFSO dated _____ (*to be inserted at SO award*).
- II. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

12. Replacement of Specific Individuals

- I. The offeror must provide the services in any resulting contract by the proposed resource(s) identified in Annex “C” — Basis of Payment — Hourly Rates of the SO and cannot allow performance of any work by a person who is not a proposed resource.
- II. If the offeror is unable to provide the services by a proposed resource, it may request that the Senate approve a replacement resource with qualifications and experience better than or equivalent to those of a proposed resource. The offeror must, as soon as possible, give notice to the Standing Offer Authority of its proposed replacement resource and the reason(s) for replacing the individual. The offeror must also provide the name, qualifications, and experience of the proposed replacement at that time.
- III. If the Senate provides notice to the offeror that the proposed replacement resource is approved, the replacement resource is deemed to have been a proposed resource and may perform work.
- IV. If the offeror has proposed a replacement resource who is not approved by the Senate, they may make a new proposal in accordance with this clause.
- V. For greater certainty, no work may be performed by a proposed replacement resource if the associated request from the offeror is pending approval by the Senate or has, by notice, not been approved by the Senate.

13. Dispute Resolution Services

- I. The parties agree to make every reasonable effort, in good faith, to settle amicably all disputes or claims relating to or arising from the SO or any contract resulting from a call-up against the SO, through negotiations between the parties' representatives so authorized to settle. If the parties do not reach a settlement within **thirty (30) days**, each party hereby consents to fully participate in and bear the cost of mediation.

14. Applicable Laws

- I. The SO and any contract resulting from a call-up against the SO must be interpreted and governed, and the relations between the parties determined, by the laws in force in the **Province of Ontario**.

15. Notice

- I. Any notice or other communication against the SO or any contract resulting from a call-up against the SO may be given in any manner and, if required in writing, will be addressed to the party for whom it is intended, either at the address in the SO or at the last address at which the sender has previously received written notices against the SO.

- II. Any notice or other communication given in writing against the SO or any contract resulting from a call-up against the SO 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.

16. Assignment

- I. Neither the SO nor any contract resulting from a call-up against the SO can be assigned in whole or in part by the offeror/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 SO or any contract resulting from a call-up against the SO will relieve the offeror/contractor from obligations against the SO or resulting contract or impose any liability upon the Senate.

17. Confidentiality and Parliamentary Privilege

- I. Any information of a nature that is confidential to the affairs of the Senate, its members, or any of its employees, agents, or contractors, and to which the contractor, or any of the offeror/contractor's proposed resources, employees, affiliates, or subcontractors becomes privy as a result of the SO or services to be performed under any contract resulting from a call-up against the SO must be treated as confidential during and after the performance of the work.
- II. No parliamentary privilege is waived through the operation of the SO or any contract resulting from a call-up against the SO. Communication with the offeror/contractor — including any work product developed by the offeror/contractor for the Senate — that relates to parliamentary proceedings and correspondence, or any legal opinions related thereto, is subject to parliamentary privilege.

18. Safeguarding of Senate Information

- I. The offeror/contractor will encrypt all Senate information that they receive or generate on computers and external storage and portable devices, in accordance with, at a minimum, the measures provided by the offeror/contractor when submitting information as a bidder in response to the rated criterion entitled "Information Security — Encryption — Data at Rest".
- II. The offeror/contractor will encrypt all Senate information in transit to the Senate in accordance with, at a minimum, the measures provided by the offeror/contractor when submitting information as a bidder in response to the rated criterion entitled "Information Security — Encryption — Data in Transit".
- III. If any physical item, including a paper-based document, is to be transferred between the offeror/contractor and the Senate, the intending sender will first communicate with the intended recipient and may only transfer the item if there is a written agreement in respect of the following:
 - a. the means of transfer;
 - b. the means of storing the item; and
 - c. the means of destroying or returning the item and any timeline associated with that destruction or return.
- IV. The offeror/contractor will immediately inform the Senate, by notifying the Senate Contracting Authority in accordance with clause 15 — Notice, of the following:
 - a. changes in their security controls or IT infrastructure, including those in relation to internal/external vulnerability assessments, penetration testing, internal/external threat and risk assessments, mitigation against common cyberattacks, patch management, and server and operating system configuration hardening;
 - b. a data breach affecting Senate information;
 - c. a data breach affecting any communications between the offeror/contractor and the Senate other than those that contain Senate information; and

- d. changes to the measures respecting data encryption that the offeror/contractor provided as a bidder in response to the rated criteria “Information Security — Encryption — Data at Rest” and “Information Security — Encryption — Data in Transit” in the RFSO.
- V. The offeror/contractor will return to the Senate or will destroy Senate information immediately upon the termination of the contract or the expiry of the SO — whichever happens later — and will thereupon provide the Senate with a certificate of destruction. Despite the foregoing, Senate information that the offeror/contractor is required to keep under applicable legislation — including bylaws or rules of a law society in Canada — may be kept until the applicable legislative deadline for its disposal, at which time the offeror/contractor must destroy it immediately and provide a certificate of destruction to the Senate.

19. Ownership of Intellectual and Other Property, Including Copyrights

- I. Documents prepared by the offeror/contractor in relation to the SO or any contract resulting from a call-up against the SO for the offeror or contractor’s own benefit as protection — the preparation of which is not regarded as an item chargeable against the Senate — belong to the offeror/contractor. In any other case, any intellectual property rights in any documents produced by the offeror/contractor as a result of the SO or in the performance of any contract resulting from a call-up against the SO, as well as any ownership rights to any information produced, belong to the Senate as soon as they come into existence, and the offeror/contractor has no right in or to any such intellectual property rights in those documents, except any right that may be granted in writing by the Senate.

20. Proactive Disclosure of Contracts

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

21. Discrimination and Harassment in the Workplace

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

22. Advertisement

- I. The offeror/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 cancellation of the SO, termination of any resulting contracts, and removal of the offeror/contractor from Senate source files.

23. Rules and Regulations

- I. In the offeror/contractor’s operations, the offeror/contractor and the offeror/contractor’s proposed resources and 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 offeror/contractor from exercising its rights and duties hereunder.
- II. The offeror/contractor further understands that, to ensure fairness, openness, and transparency in the procurement process, the commission of certain acts or offences may result in the cancellation of the SO and termination of any contract resulting from a call-up issued against the SO. If the offeror/contractor has made a false declaration in its bid, makes a false declaration against the SO or any resulting contract, or fails to diligently keep the information requested herein up to date, or if the offeror/contractor or any of the offeror/contractor’s affiliates or subcontractors fails to remain free and clear of any acts or convictions specified herein during the period of the SO or any contracts resulting from call-ups issued against the



SO, any such false declaration or failure to comply may result in a termination for default against the SO and any resulting contract. The offeror/contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available.

24. Miscellaneous Restrictions

- I. Under no circumstances will the offeror/contractor use any stationery — including letterhead and envelopes — displaying the Senate emblem to conduct business in relation to the SO or any contract resulting from a call-up issued against the SO.

25. Application of Obligations

- I. An obligation that binds the offeror/contractor in this SO or any contract resulting from a call-up issued against the SO is binding upon the proposed resource(s) – and any replacement resource if approved in accordance with clause 12. Replacement of Specific Individuals – who provide service on behalf of the offeror/contractor.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the SO.

1. Incorporation by Reference

- I. The Standing Offer Clauses and Conditions in the SO _____ (*SO number to be inserted at SO award*) apply to and form part of this contract.

2. Statement of Work

- I. The contractor must perform the work as described in the SOW appended to this contract.

3. Delivery of services

- I. Delivery of services must be made by the dates outlined in the call-up.

4. Inspection and Acceptance

- I. Any report, deliverable, item, document, good, or service rendered under this 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 its correction at the sole expense of the contractor before recommending payment. The Senate reserves its right of access to any records resulting from the SO and this contract.

5. Conduct of Work

- I. The contractor warrants that, with respect to the work described in this contract,
 - a. the proposed resource(s) are competent to perform the work and have the necessary qualifications, including the knowledge, skill, and abilities necessary to perform the work effectively;
 - b. the proposed resource(s) will, at the contractor's own expense, remain members in good standing of a law society in Canada, as applicable, and will maintain any professional liability insurance required by the law society of which the proposed resource(s) are members;
 - c. the proposed resource(s) will provide a quality of service at least equal to that which contractors generally would expect of a competent contractor in a like situation;
 - d. it has complete authority to enter into this contract; and
 - e. all work commenced under any contract will be completed in full.

6. Time is of the Essence

- I. Time is of the essence for this contract.
- II. Any delay by the contractor in performing its obligations under this contract that is caused by events beyond the contractor's control ("excusable delay") must be reported in writing to the Contracting Authority as soon as possible. This notice will state the cause(s) and circumstances of the delay. Furthermore, when asked to do so, the contractor must deliver, in a form satisfactory to the Senate, a "workaround plan" that includes alternative resources and any other means it will utilize to overcome the delay.
- III. Unless the contractor complies with the notice requirements set forth in the SO, 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 regarding delay, the Senate may exercise any right of termination contained in the SO or this contract.

7. Suspension of the Work

- I. The Contracting Authority may, at any time and by written notice, order the contractor to suspend or stop the work or any part of the work under this contract. The contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

8. Indemnity against Claims

- I. Except as otherwise provided in this contract, the contractor will indemnify and save harmless the Senate from and against any and all claims, damages, losses, costs, and expenses that it 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 have been 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.

9. Termination of Contract

- I. The Senate may immediately terminate this contract if the contractor is, for any reason, unable to provide the services specified in it. Any termination notice will be provided in writing.
- II. This Senate may immediately terminate this contract if it determines, in its sole discretion, that the services provided by the contractor are not satisfactory. Any termination notice will be provided in writing.
- III. Either party may terminate this contract for any other reason upon **ten (10) days'** written notice.
- IV. In the event that the contract is terminated prematurely, the contractor will be paid for work done.

10. 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 it relation to this contract, 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.
- II. The contractor must not dispose of the accounts and records 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.

11. Subcontracts

- I. The contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the work under this contract. 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 SO.
- 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.

12. Conflict of Interest

- I. The contractor declares that it has no pecuniary interest in the business of any third party that creates or appears to create a conflict of interest in carrying out the work under this contract. Should such an interest be acquired during the contract, the contractor must declare it immediately to the Contracting Authority.
- 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.

13. Status of the Contractor

- I. The contractor is an independent entity engaged by the Senate to perform the work. Nothing in the contract is intended to create a partnership, a joint venture, or an agency between the Senate and the other party or parties. The contractor must not represent itself as an agent or representative of the Senate to anyone.
- II. Neither the contractor nor any of its proposed resources is engaged as an employee or agent of the Senate. The contractor is responsible for all deductions and remittances required by law in relation to its employees.
- III. Neither the contractor nor any of its personnel can render services or benefit from payments under the contract if they are a family member (as defined in the *Senate Administrative Rules*) of the end user or of someone in a similar position who has influence over the scope of work.

14. Entire Agreement

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

15. Health and Safety

- I. The contractor's proposed resource(s), while working in the Senate workplace, must comply with all Senate policies respecting workplace conduct and occupational health and safety, as updated from time to time. These include obligations to
 - a. refrain from or minimize the use of scented products while in the Senate workplace;
 - b. take 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 smoke 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 the contractor breaches these duties and responsibilities, corrective action will be taken by the Senate. Corrective action could include measures up to and including cancellation of the SO and termination of this contract. All applicable Senate policies may be made available to the contractor upon request if the contractor is to work in the Senate workplace.

16. Terms of Work and Payment

- I. The following terms of work and payment apply to and form part of this contract:

A. 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 Annex "C" — Basis of Payment — Hourly Rates.
- II. The Senate will not entertain any charges or costs not specified in Annex "C" — Basis of Payment — Hourly Rates.

B. Invoicing

- I. The contractor will submit one (1) detailed invoice each month services are provided under this contract. Each invoice must include, at a minimum,
 - a. the SO number and the call-up contract (PO) number;
 - b. the name(s) of the resource(s) who performed the work;
 - c. the date(s) when the work was performed
 - d. a description of the work performed;
 - e. the hours worked; and
 - f. any applicable disbursements.
- II. The contractor's invoice will be forwarded to
Office of the Law Clerk and Parliamentary Counsel
Senate of Canada
1310-40 Elgin Street
Ottawa, ON

Canada K1A 0A4

Mirka.Basquin-Vante@sen.parl.gc.ca

- III. The invoice must be reviewed and signed by the Senate's Project Authority or their delegated authority before any payment is issued.
- IV. Payment by the Senate to the contractor for work completed to the Senate's satisfaction will be made within thirty (30) days following the date on which an invoice for such work is received in accordance with the terms of the contract.
- V. If the Senate has any objections to the invoice, written notification of the nature of such objections will be forwarded to the contractor.

C. Method of Payment

- I. The method of payment will be direct deposit, which the Senate will make to the account provided by the contractor in their submitted Annex "E" — Direct Deposit Enrollment Form.

D. Sales Tax

- I. The Senate is exempt from provincial sales taxes.
- II. PST exemption numbers: Ontario — 11708174G; Quebec — 10-0813-5602-P.
- III. Any applicable taxes are not included in the contract amount.
- IV. Any applicable taxes, including HST, must be listed as a separate line item on all invoices.

E. Interest on Overdue Accounts

- I. For the purpose of this clause,
 - a. an amount is "due and payable" when it is due and payable by the Senate to the contractor according to the terms and conditions of the SO and this contract;
 - b. an amount is "overdue" when it is unpaid on the first day following the day upon which it is due and payable;
 - c. "date of payment" means thirty (30) days from the date of receipt of the invoice by the Senate; and
 - d. the "bank rate" will be the average Bank of Canada discount rate for the previous month, plus 3 percent.
- II. The Senate will be liable for paying simple interest, at the bank rate, on any amount that is overdue from the day that the amount became overdue until the day prior to the date of payment, inclusive; however, interest will be neither payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest will only be paid when the Senate is responsible for the delay in paying the contractor. In the event that the Senate is not responsible for the delay in paying the contractor, no interest will be paid.
- III. The Senate will not be liable for paying the contractor any interest on unpaid interest.

ANNEX “A” — STATEMENT OF WORK (SOW)

1. Introduction and Objective

In each of the two practice areas described below, the Senate draws upon the resources of outside counsel when needed and as issues arise. Please note that these are general descriptions only. More specific SOW will be included in each call-up issued against the Standing Offer (SO).

2. Scope of Work

Stream 1 — Labour and Employment Law Services

- Legal advice in labour and employment law matters with respect to both union and non-union staff, including issues related to occupational health and safety, pay equity, and pensions
- Legal representation before the Federal Public Sector Labour Relations and Employment Board (FPSLREB)
- Legal representation before the Ontario Workplace Safety and Insurance Board (WSIB) and the Workplace Safety and Insurance Appeals Tribunal (WSIAT)
- Legal representation before the Ontario Superior Court of Justice on labour or employment law matters
- Legal representation before the Federal Court on labour or employment law matters, including in the context of judicial-review applications
- Legal representation before appellate courts on labour or employment law matters
- Legal advice on the interpretation of the following statutory schemes as they apply to parliamentary employers:
 - Parts I and II.1 of the *Parliamentary Employment and Staff Relations Act*
 - Part II of the *Canada Labour Code* as it applies to the Senate, as applicable under Part III of the *Parliamentary Employment and Staff Relations Act*
 - the *Government Employees Compensation Act*
 - the *Members of Parliament Retiring Allowances Act*

Stream 2 — Litigation Relating to Parliamentary Privilege

- Legal representation before courts in Canadian jurisdictions in cases relating to the parliamentary privileges of the Senate or of individual senators
- Interventions before courts in all Canadian jurisdictions — particularly before appeal courts — in cases relating to the parliamentary or legislative privileges of provincial or territorial legislatures or the House of Commons

3. Contractor’s Deliverables

- Provide legal advice, including strategic advice
- Provide legal representation, in English and French, as requested by the Senate
- Provide full-range legal services in the particular practice area(s)
- Provide timely services in all matters, keeping in mind court dates and legal obligations
- Be available to the Senate, upon reasonable notice, for communication by phone and email — using encrypted email as required under the terms of this contract
- Keep the Senate apprised of the matter on a regular and ongoing basis (e.g., through telephone calls or meetings or by sending copies of correspondence, documents relating to the matter, memos to file, etc., through encrypted means as required under the terms of this contract)
- Invoice the Senate on a monthly basis and advise the Senate immediately if, at any time, the contractor believes the value of the contract will not be sufficient to cover the costs of the file
- Communicate the estimated time needed to complete required tasks
- Consult actively with the Senate on all filings and strategic decisions related to the resolution of a matter

4. The Senate of Canada’s Responsibilities

- Instruct the contractor with respect to work to be performed, including all decisions related to the resolution of a matter
- Liaise with the proper Senate authorities, including the Senate or Senate committees when necessary, in order to obtain approvals, decisions, and instructions

- Review and approve drafts of all court filings, including pleadings, written submissions, and affidavits
- Provide the contractor with all relevant information and documents with respect to the given matter
- Notify the contractor of any pending negotiations, conferences, hearings, contractual or court-imposed deadlines, or litigation
- Retain relevant documents
- Complete agreed-upon actions necessary for the resolution a matter, such as providing signatures

ANNEX “B” — BASIS OF PAYMENT — SCENARIOS

The bidder must provide a cost basis for the stream or streams for which they are submitting a bid, based on the following the scenarios. These scenarios will be used for evaluation purposes only.

Stream 1: The bidder must provide an estimate of the legal fees and disbursements they would expect to charge the Senate for their work before the Canadian Human Rights Commission (CHRC) and the Canadian Human Rights Tribunal (CHRT) under the scenario below. The estimate of legal fees for both the CHRC and CHRT must include the names and hourly rates of the lawyers on the bidder’s team in Annex “C” — Basis of Payment — Hourly Rates, who would work on the case at each level, and a breakdown of hours expected to be spent by each lawyer proposed, along with a total amount of legal fees and disbursements estimated for each level. The estimate must be in Canadian dollars, taxes excluded.

Stream 1 — Labour and Employment Law
<p>A senator terminates the employment of a staff member because he “wishes to reorganize the office”. Shortly after the termination, the staff member files a claim against the Senate under the <i>Canadian Human Rights Act</i> with the CHRC, alleging discrimination on the basis of gender because she was pregnant at the time of the termination. Although all the staff members in the senator’s office were aware, the senator maintains that he did not know.</p> <p>The CHRC eventually determines that further inquiry is warranted, but a resolution between the parties cannot be reached. It therefore refers the case to the CHRT for formal hearing.</p> <p>The bidder is retained to represent the Senate before the CHRC and CHRT. There is <u>no</u> judicial review application of the CHRT’s decision to the Federal Court.</p>

Name	Hourly Rate	Total Number of Hours	Extended Cost
Total Professional Fees			

Disbursements	Estimated Cost
Total Disbursements	

Total Professional Fees and Disbursements (for evaluation purposes only)	
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ANNEX “B” — BASIS OF PAYMENT — SCENARIOS

Stream 2: The bidder must provide an estimate of the legal fees and disbursements they would expect to charge the Senate for its work before the Federal Court (FC) and the Federal Court of Appeal (FCA) under this scenario. The estimate of legal fees for both the FC and FCA must include the names and hourly rates of the lawyers on the bidder’s team Annex “C” — Basis of Payment — Hourly Rates, who would work on the case at each level, and a breakdown of hours expected to be spent by each lawyer proposed, along with a total amount of legal fees and disbursements for each court level. The estimate must be in Canadian dollars, taxes excluded.

Stream 2 — Litigation relating to parliamentary privilege
<p>Under section 71.02 of the <i>Access to Information Act</i>, the Senate is required to disclose the travel expenses of senators unless the Speaker of the Senate “determines that the publication may constitute a breach of parliamentary privilege” under section 71.12.</p> <p>Pursuant to section 71.12, the Speaker determines that the release of travel expenses of senators relating to a particular committee may constitute a breach of parliamentary privilege. A reporter objects to the non-disclosure and files a judicial review application with the FC. The case proceeds to a hearing and a two-hour hearing takes place.</p> <p>The application for judicial review is allowed, so the Senate decides to appeal to the FCA and the House of Commons decides to intervene. The appeal proceeds to a hearing and this time a four-hour hearing takes place.</p> <p>The bidder is retained to represent the Senate before both the FC and FCA.</p>

Name	Hourly Rate	Total Number of Hours	Extended Cost
Total Professional Fees			

Disbursements	Estimated Cost
Total Disbursements	

Total Professional Fees and Disbursements (for evaluation purposes only)	
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ANNEX “C” — BASIS OF PAYMENT — HOURLY RATES

The bidder must provide pricing for the Team Lead and a team member at minimum. These rates will be used by the bidder if they are awarded an SO and are asked to provide a cost for any resulting contract.

The Senate will pay for professional services rendered but will not pay for time spent on the bidder’s internal administrative (“overhead”) matters.

The Senate will only pay or reimburse for travel, living expenses, or hospitality if prior approval is received from the Project Authority.

1. The bidder must provide the following information in the tables below, as applicable:
 - a. for each lawyer whose name is provided in response to Mandatory Criterion M3 — Bidder’s Team, the hourly rates the bidder proposes to charge the Senate for each of the first three (3) years of the SO.
 - b. for each applicable category of billable, non-lawyer personnel (including a law clerk or a paralegal) whose name is provided in response to Mandatory Criterion M3 — Bidder’s Team, the hourly rates the bidder proposes to charge the Senate for each of the first (3) three years of the SO.

Stream 1 — Labour and Employment Law services

Level	Resource name and title	Hourly rate 1st year of SO	Hourly rate 2nd year of SO	Hourly rate 3rd year of SO
Team Lead				
Team member No. 1				
Team member No. 2 (if applicable)				
Team member No. 3 (if applicable)				
Team member No. 4 (if applicable)				
Team member No. 5 (if applicable)				

The bidder must provide a schedule, as an annex, of all out-of-pocket disbursements that they anticipate will result in a charge to the Senate, and the rate for each. Note that the Senate expects that disbursements will be charged at the firm’s actual out-of-pocket cost, without markup.

Bidder’s Name: _____

Name of Bidder’s
Authorized
Representative: _____

Signature: _____

Date: _____

ANNEX “C” — BASIS OF PAYMENT — HOURLY RATES

Stream 2 — Litigation Relating to Parliamentary Privilege

Level	Resource name and title	Hourly rate 1st year of SO	Hourly rate 2nd year of SO	Hourly rate 3rd year of SO
Team Lead				
Team member No. 1				
Team member No. 2 (if applicable)				
Team member No. 3 (if applicable)				
Team member No. 4 (if applicable)				
Team member No. 5 (if applicable)				

The bidder must provide a schedule, as an annex, of all out-of-pocket disbursements that they anticipate will result in a charge to the Senate, and the rate for each. Note that the Senate expects that disbursements will be charged at the firm’s actual out-of-pocket cost, without markup.

Bidder’s Name: _____

Name of Bidder’s
Authorized
Representative: _____

Signature: _____ Date: _____

ANNEX “D” — 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 in which 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

