

REQUEST FOR PROPOSAL (RFP)

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Ju	vi	ect:

Applicant Tracking System

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

Issue Date: Closing Date and Time: RFP No:

November 23, 2022 December 14, 2022 at 11:00 am EST SEN-044 22/23

SENATE OF CANADA INFORMATION

For all enquiries the contracting authority is:

Contact: Remy Duerto

Title: Sr. Procurement Advisor **Address:** 40 Elgin Street, 11th floor

Ottawa, ON K1A 0A4,

Canada

Telephone no: 613-995-8888 X 4

E-mail: <u>Proc-appr@sen.parl.gc.ca</u>

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

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

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED

ABOVE.

BIDDER SIGNATURE BLOCK

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

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

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



Table of Contents

PAI	RT 1 - GENERAL INFORMATION	4
1.	Introduction	4
2.	Summary	4
3.	Debriefings	4
4.	Bid Submission Language	4
DAI	OT 2. DIDDED INSTRUCTIONS	_
	RT 2 – BIDDER INSTRUCTIONS	
1.	Prelude	
2.	Signature Requirement	
3.	Irrevocable Bids	
4.	Cost Related to the Preparation of Bids	
5. 6	Enquiries and Communications	
6. 7	Provision of False or Incorrect Information	
7. 8.	Price Justification	
o. 9.	Conflict of Interest – Unfair Advantage	
	Ownership of RFP documents	
	Funding Approvals	
	Applicable Laws	
	Level of Security	
13.	Level of Security	0
		_
PAF	RT 3 – BID PREPARATION INSTRUCTIONS	9
PAF 1.	Bid Preparation Instructions	
1.	Bid Preparation Instructions	9
1.	Bid Preparation Instructions	9 11
 PAI 1. 	Bid Preparation Instructions	9 11 11
 PAI 2. 	Bid Preparation Instructions	9 11 11
 PAI 1. 2. 3. 	Bid Preparation Instructions	9 11 11 11 15
1. PAI 1. 2. 3. 4.	Bid Preparation Instructions	9 11 11 11 15 19
1. PAN 1. 2. 3. 4. 5.	Bid Preparation Instructions	9 11 11 11 15 19 20
1. PAN 1. 2. 3. 4. 5. 6.	Bid Preparation Instructions	9 11 11 15 19 20
1. PAR 1. 2. 3. 4. 5. 6. PAR	Bid Preparation Instructions	9 11 11 15 19 20 22
1. PAR 1. 2. 3. 4. 5. 6. PAR 1.	Bid Preparation Instructions	9 11 11 15 19 20 22 22
1. PAN 1. 2. 3. 4. 5. PAN 1. 2.	Bid Preparation Instructions	9 11 11 15 19 20 22 22 22
1. PAN 1. 2. 3. 4. 5. 6. PAN 1. 2. 3.	Bid Preparation Instructions	9 11 11 15 19 20 22 22 22
1. PAN 1. 2. 3. 4. 5. PAN 1. 2.	Bid Preparation Instructions	9 11 11 15 19 20 22 22 22 22



	6.	Termination of contract	23
	7.	Notice	23
	8.	Warranties	23
	9.	Records to be kept by the contractor	24
	10.	Confidentiality	24
	11.	Information Security	24
	14.	Rules and Regulations	25
	15.	Miscellaneous Restrictions	26
	16.	Subcontracts	26
	17.	No implied obligations	26
	18.	Performance	27
	19.	Amendments to this contract	27
	20.	Ownership of intellectual and other property including copyrights	27
	21.	Conflict of Interest	27
	22.	Discrimination and harassment in the workplace	27
	23.	Health and safety	27
	24.	Advertisement	28
	25.	Entire Contract	28
	26.	Authorities	28
	27.	Replacement of specific individuals	29
	28.	Priority of documents	29
	29.	Proactive disclosure	29
	PAF	RT 6 – TERMS OF WORK AND PAYMENT	30
	1.	Period of the contract	30
	2.	Option to Extend the Contract	30
	3.	Contract amount	30
	4.	All-inclusive Pricing and Basis of Payment	30
	5.	Invoicing	30
	6.	Method of payment	31
	7.	Sales tax	31
	8.	Interest on overdue accounts	31
۱	NNE	X "A" – STATEMENT OF WORK (SOW)	. 33
\	NNE	X "B" – REQUIREMENTS	. 38
, i	NNF	X "C" – ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT	43
۱	NNE	X "D" – LANGUAGE PROFICIENCY	45
۱	NNE	X "E" – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM	46



PART 1 - GENERAL INFORMATION

1. Introduction

This Request for Proposal (RFP) is divided into six (6) parts, four (4) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the RFP;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;
- Part 6 Terms of Work and Payment;
- Annex "A" Statement of Work (SOW);
- Annex "B" Requirements;
- Annex "C" All-inclusive Pricing and Basis of Payment;
- Annex "D" Language Proficiency Form;
- Annex "E" Supplier creation and Direct Deposit Enrollment Form

2. Summary

I. The Senate of Canada (Senate) is seeking to establish a contract for an Applicant Tracking System (ATS) defined in Annex "A" - Statement of Work, for a for a period of five (5) years, with the option to renew for up to five (5) additional one year periods.

3. Debriefings

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

4. Bid Submission Language

I. Submissions will be accepted in either English or French.

RFP NUMBER: SEN-044 22/23 Page **4** of **46**



PART 2 – BIDDER INSTRUCTIONS

1. Prelude

I. The Senate invites bidders to respond to this RFP to provide an Applicant Tracking System as described in Annex "A" – Statement of Work (SOW).

2. Signature Requirement

- Page 1 of this RFP must be completed, signed, dated and returned with the bidder'smandatory requirements bid thereby providing acknowledgement that they have read, understood and accepted the complete bid package and all addenda issued.
- II. The chief executive officer or a designate who has been authorized to commit the bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

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

4. Cost Related to the Preparation of Bids

 No direct or indirect payment will be made for any costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties that combine their money, property, knowledge, expertise or other resources into 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 they are doing so as 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 is not clearly provided in the bid, the bidder must provide the information on request from the contracting authority.
- III. The bid and any resulting contract must be signed by all the members of the joint

RFP NUMBER: SEN-044 22/23 Page **5** of **46**



venture unless one member has been appointed to act on behalf of all members of the joint venture. The contracting authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as their representative for the purposes of the RFP and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally liable for the performance of any resulting contract.

6. Enquiries and Communications

- I. The contracting authority for all enquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or enquiries must be directed <u>ONLY</u> to that person. Non-compliance with this condition may, for that reason alone, result in the disqualification of bidder's bid.
- II. RFP enquiries regarding this RFP must be received by e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, no later than December 5, 2022 at 11:00 am EST. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be posted to all bidders on CanadaBuys without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

I. The Senate will reject any bids found to contain false, incorrect or misleading information. It is the responsibility of the bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Price Justification

- I. In the event that 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;
 - b. a copy of paid invoices for similar services provided to other clients;
 - c. a price breakdown showing the cost of direct labor and profit;
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage

I. In order to protect the integrity of the procurement process, bidders are advised

RFP NUMBER: SEN-044 22/23 Page **6** of **46**



that the Senate may reject a bid in the following circumstances:

- a. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees involved in the preparation of the RFP in any manner is or was in any situation of conflict of interest or an appearance of conflict of interest;
- b. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees had access to information related to the RFP that was not available to other bidders and that would, in the Senate's opinion, give or appear to give the bidder an unfair advantage.
- II. The experience acquired by a bidder who is providing or has provided the services described in the RFP (or any similar such services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest; however, the bidder remains subject to the criteria established above.
- III. If the Senate intends to reject a bid under this section, the contracting authority will inform the bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the contracting authority before bid closing. By submitting a bid, the bidder represents that they do not consider themselves to be in conflict of interest nor to have an unfair advantage. The bidder acknowledges that it is within the Senate's sole discretion to determine if a conflict of interest, unfair advantage or appearance of conflict of interest or unfair advantage exists

10. Ownership of RFP documents

I. This RFP and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the bidder solely for their use in connection with the preparation of a response to this RFP and shall be considered proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed either directly or indirectly to any third party, except to those of the bidder's employees who have a need to know for the preparation of the bidder's response. The bidder further agrees not to use the documents for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

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

RFP NUMBER: SEN-044 22/23 Page **7** of **46**



13. Level of Security

- In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work is undertaken for the Senate, all individuals including affiliates and subcontractors working on any resulting contract(s) must undergo the Senate's security screening process and successfully obtain Senate security clearance at the level of "site access" or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.
- III. Individuals who do not hold a valid security clearance at the level of "site access" by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.

RFP NUMBER: SEN-044 22/23 Page **8** of **46**



PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

File I: Mandatory Criteria (one soft copy in PDF format) and page 1 of the RFP

signed;

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

File III: Financial Bid – Annex "C" – All-inclusive pricing and Basis of Payment (one

soft copy in PDF format);

File IV: Annex "E" – Supplier Creation and Direct Deposit Enrollment Form (one

soft copy in PDF format).

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

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

<u>Prices must appear in the financial bid only. Prices indicated in any other section of the bid will result in the disqualification of the bid.</u>

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

File I: Mandatory Criteria

I. In the "Mandatory Criteria" section of their bid, bidders should clearly indicate how they meet each of the mandatory criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection.

File II: Technical Bid

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

File III: Financial Bid - Annex "C" - All-inclusive Pricing and Basis of Payment

- I. All-inclusive pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their financial bid in Canadian funds, and in accordance with

RFP NUMBER: SEN-044 22/23 Page **9** of **46**



Annex "C" – All-inclusive Pricing and Basis of Payment.

File IV: Annex "E" – Supplier Creation and Direct Deposit Enrollment Form

I. Bidders must complete, sign and return Annex "E" – Supplier Creation and Direct Deposit Enrollment Form with their bid.

RFP NUMBER: SEN-044 22/23 Page **10** of **46**



PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Mandatory Criteria (Phase 1)

- I. Bidders must ensure full compliance with all the following mandatory requirements. Failure to clearly demonstrate full compliance or to provide supporting documentation will result in the disqualification of the bid.
- II. The bidder must include the "Mandatory Criteria Table" as an appendix in their bid and ensure that the relevant page and paragraph numbers in the bid are indicated in the column entitled "Cross Reference" for all mandatory information that is included.

The mandatory criteria are as follows:

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
M1. Bidder's representative The bidder must designate an account manager who will act as the principal point of contact for all matters related to the requested services.	To meet this mandatory requirement, the bidder must provide: • the name and contact information (phone and email) of the proposed account manager. This information must be provided under Mandatory Criterion (M1) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		

RFP NUMBER: SEN-044 22/23 Page **11** of **46**



MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
M2. Bilingualism The solution must be bilingual. All features available to users (candidates/hiring managers, HR) must be available in both official languages (English and French). The bidder must also be able to provide all services requested in Annex "A" – Statement of Work (courses, materials, communications, etc.), in both official languages (French and English), and in equal quality in both languages. The Bidder must be able to provide support in both official languages. The resource must meet the Intermediate language proficiency level as described in Annex "D" – Language Proficiency (Intermediate) in both official languages.	To meet this mandatory requirement, the bidder must provide • a statement indicating compliance with the mandatory criterion; and This information must be provided under Mandatory Criterion (M2) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		
M3. Service requirements The bidder must demonstrate that the system meets the core business and technical requirements defined in Annex "B" – Service requirements	To meet this mandatory requirement, the bidder must Complete Annex "B" — Service requirements and indicate if they meet the core business and technical requirements This information must be provided under Mandatory Criterion (M3) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		
M4. Bidder's Experience and Expertise The Bidder must have at least five (5) years' continuous experience, and successful track record, by the bid's closing date, in Applicant Tracking System implementation, services and maintenance.	To meet this mandatory requirement, the bidder must provide • a summary of the business' profile, experience and expertise that includes the following information: • List of experience with corresponding dates		

RFP NUMBER: SEN-044 22/23 Page **12** of **46**



MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
The information provided will be evaluated under R1 – Bidder's Experience and Expertise, as part of the Technical Bid.	 The bidder's ongoing efforts and investments in maintaining or improving its expertise in HR systems; Other pertinent information the Bidder wishes to provide to demonstrate the breadth and depth of their experience and expertise in relation to this criterion. This information must be provided under Mandatory Criterion (M4) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration. 		
M5. Quality and Relevance of Services The Bidder must provide a detailed functionality outline of the ATS system demonstrating how the core business and technical requirements included in the Statement of Work are met. The information provided will be evaluated under R2- Quality and Relevance of Services.	To meet this mandatory requirement, the bidder must provide • a detailed system functionality outline of the Bidder's ATS demonstrating how the core business and technical requirements of the Statement of Work are met. This information must be provided under Mandatory Criterion (M5) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		
M6. References The bidder must provide three (3) client references that provided the service defined in SOW in the last five (5) years. Each reference must have implemented the same ATS product as the one being proposed. The Senate will contact each of the three (3) references	To meet this mandatory requirement, the bidder must provide the following information for each of the three (3) references: • the name of the organization for which the system was implemented; • the name of the main contact person within the		

RFP NUMBER: SEN-044 22/23 Page **13** of **46**



MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
submitted to confirm that the system implementations were provided to the client in a satisfactory manner. The information provided will be evaluated under R3 — References, as part of the Technical Bid. Note: The Senate cannot be used as a reference. References must be available for a period of four (4) weeks.	organization that was involved with the implementation; • the current email address and/or telephone number for that main contact; • the start and end dates for the implementation of the references provided; • the satisfaction of the references with the quality of work provided. This information must be provided under Mandatory Criterion (M5) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		
M7. Information collection The Bidder must confirm that any information related to hiring processes will remain confidential at all times.	To meet this mandatory requirement, the bidder must provide • a statement indicating compliance with the mandatory criterion. This information must be provided under Mandatory Criterion (M6) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		
M8. Accessibility requirements All aspects of the solution must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.0, level AA	To meet this mandatory requirement, the bidder must provide • a statement indicating compliance with the mandatory criterion; This information must be provided under Mandatory Criterion (M7) in the bidder's submission.		

RFP NUMBER: SEN-044 22/23 Page **14** of **46**



MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide it will result in the bid being given no further consideration.		
M9. Acceptance of resulting contract clauses The bidder must confirm that, should they be the successful bidder, they accept and will implement the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses.	To meet this mandatory requirement, the bidder must provide i. a statement indicating compliance with the mandatory criterion. This information must be provided under Mandatory Criterion (M9) in the bidder's submission. Failure to provide it will result in the bid being given no further consideration.		

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **175 Points** for the requirements that are subject to the evaluation criteria points rating system 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 points-rating system based on evaluation criteria.
- III. The bidder must include the "Points Rated Technical Criterion" table in their bid and ensure that the page and paragraph number in the bidder's appendix is indicated in the column entitled "Cross Reference" for all included rated information.
- IV. Bidders must include all information relating to the criteria in the bidder's Technical Bid. All information contained within the bidder's technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA			
TECHNICAL MERIT Point-Rated Technical Criterion Maximum Number of Points Available Cross- Reference Section			
R1. Bidder's Experience and	Maximum 30 points		
Expertise	1–10 points: Information provided demonstrates a minimal		

RFP NUMBER: SEN-044 22/23 Page **15** of **46**



TABLE B – TECHNICAL EVALUATION CRITERIA			
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section	
 They have at least five (5) years' experience in ATS implementation, by the bid closing date. Based on the information provided under M4 Bidder's Experience and Expertise: a summary of the business' profile, experience and expertise that includes the following information: List of experience with corresponding dates The bidder's ongoing efforts and investments in maintaining or improving its expertise in HR systems; Other pertinent information the Bidder wishes to provide to demonstrate the breadth and depth of their experience and expertise in relation to this criterion. 	understanding that is relevant to the rated criterion. 11–20 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all. 21-30 points: The rated criterion is dealt with in depth and the information provided demonstrates a full range of indepth understanding of all elements of the rated criterion.		
R2. Quality and Relevance of Services The bidder must demonstrate how its proposed ATS meets the core and desirable business and technical requirements defined in Annex "B" — Requirements.	Maximum 100 points 1–30 points: Information provided demonstrates a minimal understanding that is relevant to the rated criterion. 31-60 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all. 61–100 points: The rated criterion is dealt with in depth and the information provided demonstrates a full range of indepth understanding of all elements of the rated criterion.		
R3. Implementation	Maximum 30 points 1–10 points: Information provided demonstrates a minimal understanding that is relevant to the rated criterion.		

RFP NUMBER: SEN-044 22/23 Page **16** of **46**



TABLE B – TECHNICAL EVALUATION CRITERIA				
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section		
The bidder must demonstrate how its proposed implement the ATS Solution as per section 5- Solution Implementation Milestones and Deliverables of the Annex "A" — Statement of Work.	 11–20 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all. 21-30 points: The rated criterion is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all elements of the rated criterion. 			
R4. Bidder references	Maximum 30 points			
 The three (3) references provided by the bidder in Mandatory Criterion (M7) will be evaluated on: a comparison of the services provided to the references, to the services sought by the Senate as described in Annex "A" – Statement of Work; the level of satisfaction of the references with the quality of work provided; the quality of the system. The references must be available for four (4) weeks after the closing of the RFP. The Senate cannot be used as a reference. 	Each reference submitted will be rated on a scale from 1 to a maximum of 10 points per reference (for a total of 30 points for all 3 references): 1–6 points: The reference reported a work of minimal similarity to the work requested in the SOW, and minimal satisfaction with the services provided including client service. 7–13 points: The reference reported a moderate degree of similarity to the work requested in the SOW and a moderate level of satisfaction with the services provided including client service. 14-20 points: The reference reported a high degree of similarity to the work requested in the SOW and a high level of satisfaction with the services provided including client services provided including client services provided including client service.			
R5. IT Security Program and	Maximum 20 points			
The bidder should describe their IT security program and outline the types of security controls and security hardening in their bidder's IT infrastructure and solution. This can include, but is not limited to: • internal/external vulnerability assessments; • penetration testing; • internal/external threat and risk assessments;	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. 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. 13–20 points: Information provided demonstrates that the bidder has advanced or comprehensive measures			

RFP NUMBER: SEN-044 22/23 Page **17** of **46**



TABLE B – TECHNICAL EVALUATION CRITERIA					
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section			
 mitigation against common cyberattacks; patch management; and server and operating system configuration hardening. 	in place to ensure the availability, confidentiality, and integrity of Senate information.				
R6. Information Security — Encryption — Data at Rest	Maximum 15 points				
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. For the purposes of evaluation: measures means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and technology solutions means the software and/or hardware used by	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. 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. 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.				
the bidder to encrypt data at rest.					
R7. Information Security — Encryption — Data in Transit 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. For the purposes of evaluation: measures means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and	 Maximum 15 points 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. 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. 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. 				

RFP NUMBER: SEN-044 22/23 Page **18** of **46**



TABLE B – TECHNICAL EVALUATION CRITERIA					
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section			
technology solutions means the software and/or hardware used by the bidder to encrypt data in transit.					
R8. Green Business Practices	Maximum 5 points				
The Bidder shall demonstrate environmental practices used by their company.	O point: The Bidder does not demonstrate environmental practices used by their company. 5 points: The Bidder demonstrates environmental practices used by their company.				
R9. Accessibility	Maximum 5 points				
The Bidder shall outline their company's accessibility practices "Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities."	 O point: The Bidder does not demonstrate accessibility practices. 5 points: The Bidder demonstrates accessibility practices. 				
Total of all the point-rated technical criteria	250 points Maximum				
Minimum pass mark (70%)	175 points required to pass				

4. Demo/Presentation (phase 3)

Each invited bidder can have up to a maximum of three (3) representatives to the presentation. Each invited bidder will have one (1) hour to conduct their virtual presentation and one half (1/2) hour to field questions from the evaluation team.

The Bidder should present a live interactive demonstration of their ATS solution, through access to a test site replicating the live site. The demo should be populated with mock data and allow for the evaluation team to navigate through all areas.

Focus should be put on the following:

	Presentation Point Rated Presentation Criterion	Maximum No. of Points Available	
1	Bidders shall provide a general overview of their Applicant Tracking System.	Maximum 100 points	
		0 – 30 points	
	The demonstration shall include an overview of	Unsatisfactory – vaguely described and	
	the requirements as defined in the Annex "A" —	rated area is minimally addressed	

RFP NUMBER: SEN-044 22/23 Page **19** of **46**



Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
Statement of work.	31 – 60 points Satisfactory – some details described, and rated area is basically covered 61 – 100 points
	Superior – very well defined – rated area is entirely covered
Total points for Presentation	100 points Maximum
Minimum pass mark (70%)	70 points required to pass

5. Financial Evaluation (Phase 4)

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Financial Bid detailed in Annex "C" All-inclusive Pricing and Basis of Payment.

6. Basis of Selection

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

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

Phase 1 – Mandatory Criteria

Phase 2 – Technical Merit - Rated Evaluation

Phase 3 – Presentation - System Demonstration

Phase 4 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

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

Phase 2 – Technical Merit - Rated Evaluation

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

Phase 3 – Presentation System demonstration

In Phase 3 – The top 5 bidders that pass Phase 1 and 2 will be invited to provide a demonstration of their proposed system.

<u>Phase 4 – Determination of Highest Ranked Bidders</u>

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

RFP NUMBER: SEN-044 22/23 Page **20** of **46**



Total combined rating		Lowest price received x 30%		
((Technical Merit (40%) +			=	Combined
Presentation (60%)) x 70%	+			Total Score
Maximum number of points		Bidder's price		

The Bidder with the highest Total Score will be considered for award of a contract.

In the event of a tie between bids, that is to say when all the factors, including the price, are considered to be equal, a coin toss will be made to determine which bidder will obtain the contract.

RFP NUMBER: SEN-044 22/23 Page **21** of **46**



PART 5 - RESULTING CONTRACT CLAUSES

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

1. Appropriate law

I. This contract shall be interpreted and governed by the laws in force in the Province of **Ontario**.

2. Assignment

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

3. Time is of the essence

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

4. Indemnity against claims

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

5. Inspection and acceptance

 All reports, deliverables, items, documents, goods and services rendered under this contract are subject to inspection by the project authority or their representative. Should any report, document, good or services not be in

RFP NUMBER: SEN-044 22/23 Page **22** of **46**



accordance with the requirement of the statement of work 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 the right of access to any records resulting from this contract.

6. Termination of contract

- I. The Senate may immediately terminate this contract if the contractor is for any reason unable to provide the services required under this agreement. Any such termination notice shall be given in writing.
- II. The contract may be immediately terminated by the Senate if it is determined that the services provided by the contractor are not satisfactory. Any such termination notice shall be given in writing.
- III. The contract may be terminated by the Senate upon **ten (10) days'** written notice if it is determined that the work, services or goods provided by the contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this contract upon ten (10) days' written notice.

7. Notice

- I. Any notice or other communication may be given in any manner. If it is required to be in writing, any such notice or communication shall be addressed to the party to whom it is intended, at the address in the contract or at the last address at which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall 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 electronic mail, 24 hours after it was transmitted.
- III. Notwithstanding the above, any notice given under "Termination of contract" clause shall be given in writing.

8. Warranties

- I. The contractor warrants that:
 - a. they are competent to perform the work required under this contract and have the necessary qualifications, including the knowledge, skill and ability to perform the work effectively;
 - b. they shall provide under this contract a quality of service at least equal to the quality that contractors generally would expect of a competent contractor in a like situation;
 - c. they have complete authority to enter into this contract; and
 - d. all work commenced under this contract will be completed in full.

RFP NUMBER: SEN-044 22/23 Page **23** of **46**



9. Records to be kept by the contractor

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

10. Confidentiality

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

11. Information Security

- I. For the purposes of this clause, "Senate confidential or restricted information" means information that has been classified by the Senate as "Confidential" or "Restricted" and that, if compromised, could cause serious or extreme injury to individuals or to the Senate. It also includes information generated by the contractor in the performance of this contract that, if compromised, could cause serious or extreme injury to individuals or the Senate.
- II. The contractor must encrypt all Senate confidential or restricted information while it is in transit to the Senate in accordance with, at a minimum, the measures described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled "Information Security Encryption Data in Transit."
- III. The contractor must encrypt all Senate confidential or restricted information that the contractor receives or generates on computers, external storage and portable devices in accordance with, at a minimum, the measures described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled "Information Security Encryption Data at Rest."
- IV. The contractor will immediately inform the contracting authority of any changes to the measures respecting data encryption described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criteria "Information Security — Encryption — Data at Rest" and "Information Security — Encryption — Data in Transit."
- V. The contractor must ensure that all Senate confidential or restricted information provided or generated under this contract is kept in Canada. The contractor must notify the contracting authority if they intend to move the information from Canada. The contractor must not move Senate confidential information from Canada without the prior written consent of the contracting authority.

RFP NUMBER: SEN-044 22/23 Page **24** of **46**



VI. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. The contractor must also cooperate with any investigation by the Senate into an information or data breach.

12. Information Management – Destruction of all Senate information upon termination of contract

- I. Subject to subclause 12.II, upon the termination of the contract, the contractor must provide the Senate, in a useable format, all information that is not publicly available and that is received or generated in the performance of this contract, including information or data whether paper-based or electronic prepared by the contractor for the benefit of the Senate. Once the Senate confirms receipt of the information, the contractor must destroy the information and provide the Senate with a certificate of destruction.
- II. If the contractor is subject to legislation including bylaws or rules of a law society or other self-regulating professional body in Canada that requires the retention of information until a certain deadline, the contractor may retain information referred to in subclause 12.I until the applicable legislative deadline, at which time they must immediately destroy the information and provide a certificate of destruction to the Senate.

13. Information Management – Destruction of specific Senate information during the term of the contract

- I. Despite subclause 12.I, the contractor must comply with any instruction provided by the contracting authority, during the term of the contract, in relation to the destruction of specific information that is received or generated by the contractor for the benefit of the Senate. In particular, the contractor must comply with any instruction requiring the contractor to, at any time during the term of the contract, provide specific information to the Senate in a usable format and, once the Senate confirms receipt of the information, wipe it from their systems and backups and provide a certificate of destruction to the Senate.
- II. If the contractor is subject to legislation including bylaws or rules of a law society or other self-regulating professional body in Canada that requires the retention of information until a certain deadline, the contractor may retain the information referred to in subclause 13.I until the applicable legislative deadline, at which time they must immediately destroy any remaining information and provide a certificate of destruction to the Senate.

14. Rules and Regulations

- I. In their operation, the contractor and their employees will comply and abide by all lawful rules and regulations of the Senate that may be established and amended from time to time, provided that no such rules or regulations inhibit the contractor from exercising their rights and duties hereunder.
- II. The contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under this contract. If the contractor made a false declaration in their bid, makes a false declaration under this contract, or fails to diligently maintain the information herein

RFP NUMBER: SEN-044 22/23 Page **25** of **46**



requested up-to-date, or if the contractor or any of their affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of this contract, any such false declaration or failure to comply may result in a termination for default under this contract. The contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the contractor and agrees to immediately return any advance payments.

15. Miscellaneous Restrictions

- I. Under no circumstances shall the contractor use any stationery with Senate letterhead to conduct business under this agreement.
- II. It is the intention of the parties that:
 - a. this contract is for the performance of a service or services and that the contractor is engaged as an independent contractor providing services to the Senate; and
 - b. that the contractor's directors, officers, employees, and agents are not engaged as Senate of Canada employees and are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate of Canada.
- III. No contractor or their staff member(s) can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the scope of work.

16. Subcontracts

- I. The contractor must obtain the contracting authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to performany 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 favorable to the Senate than the conditions of this contract.
- III. Even if the Senate consents to a subcontract, the contractor is responsible for performing this 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 this contract and for paying any subcontractors for any part of the work that they perform.

17. No implied obligations

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

RFP NUMBER: SEN-044 22/23 Page **26** of **46**



18. Performance

I. The contractor shall report on performance under this contract to the Senate in whatever format and frequency that the Senate may require.

19. Amendments to this contract

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

20. Ownership of intellectual and other property including copyrights

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

21. Conflict of Interest

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

22. Discrimination and harassment in the workplace

- The contractor declares that they, their directors nor their officers have suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the contractor, their directors or their officers during the life of this contract, the Senate reserves the right to immediately terminate this contract. In such cases, the Senate shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate.

23. Health and safety

- I. While working in the Senate workplace, the contractor must comply with the Senate Policy on Occupational Health and Safety and the Senate Guidelines Promoting a Scent-Free Work Environment. Particularly, this entails
 - a. refraining from or minimizing the use of scented products while in the Senate workplace;
 - b. taking all reasonable measures to protect the health and safety of every employee and any other persons granted access to the workplace for work purpose; and
 - c. not smoking in any buildings or within the vicinity (i.e., within nine (9) metres) of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.

RFP NUMBER: SEN-044 22/23 Page **27** of **46**



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

24. Advertisement

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

25. Entire Contract

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

26. Authorities

I. Contracting Authority

The contracting authority for this contract is:

Remy Duerto
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th floor
Ottawa, ON K1A0A4

Telephone: 613-995-8888 x 4 E-mail: <u>Proc-Appr@sen.parl.gc.ca</u>

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

II. Project Authority

The project authority for this contract is:

To be determined

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

The project authority has no authority to authorize changes to the scope of the work. Changes to the scope of the work can only be made through a contract amendment issued by the contracting authority.

RFP NUMBER: SEN-044 22/23 Page **28** of **46**



III. Contractor's Representative

The contractor's representative for this contract is:

Account Manager:

To be determined.

27. Replacement of specific individuals

- I. If specific individuals are identified in the contract to perform the work, the contractor must provide the services of those individuals unless the contractor isunable to do so for reasons beyond their control.
- II. If the contractor is unable to provide the services of any specific individual identified in the contract, it must provide a replacement with equivalent or better qualifications and experience. The replacement must meet the criteria used in the selection of the contractor and be acceptable to the Senate. The contractor must, as soon as possible, give notice to the contracting authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The contractor must not, in any event, allow performance of the work by unauthorized replacement persons. The contracting authority may order that a replacement stop performing the work. In such a case, the contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the contracting authority does not order that a replacement stop performing the work does not relieve the contractor of its responsibility to meet the requirements of the contract.

28. Priority of documents

- I. If there is a discrepancy between the wording of any documents that appear on the following list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - a. the articles of this contract;
 - b. articles of the RFP, including all annexes; and
 - c. the contractor's bid dated (To be identified upon contract issuance).

29. Proactive disclosure

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

RFP NUMBER: SEN-044 22/23 Page **29** of **46**



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the contract

I. The contractor will be the provider of the Senate's ATS, as outlined in Annex "A" - Statement of Work (SOW) for a period of five (5) years from contract award.

2. Option to Extend the Contract

- I. The Contractor grants to the Senate the irrevocable option to extend the term of the contract by up to five (5) additional one (1) year period under the same conditions, rates to be included in Contractor's bid.
- II. The Senate may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Contract amount

I. The contractor will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with the "All-inclusive Pricing and Basis of payment", to a limitation of (To be determined at contract award) plus applicable taxes.

4. All-inclusive Pricing and Basis of Payment

- I. In consideration of the contractor satisfactorily completing all of their obligations under the contract, the Contractor will be paid in accordance with percentages specified in Annex "C" All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex "C" All-inclusive Pricing and Basis of Payment.

5. Invoicing

- I. The contractor will submit a detailed invoice for each key deliverable. The invoice must include, at a minimum, the date(s) the service was performed, the service, number of hours or the cost and the contract reference number and the Business Registration Number (BN) when sales taxes are included and the contract reference number.
- II. The contractor's certified invoice shall be forwarded by post or courier to

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

Or

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

- III. The invoice must be reviewed and signed by the project authority or their delegate before payment is issued.
- IV. Payment by the Senate to the contractor for work shall be made

RFP NUMBER: SEN-044 22/23 Page **30** of **46**



- in the case of a progress payment other than the final payment, within thirty
 (30) days of the date on which a claim for progress payment is received
 according to the terms of the contract; or
- b. in the case of a final payment, within thirty (30) days of the date of receipt of a final invoice for payment, or within thirty (30) days of the date on which the work is completed, or the goods are delivered and accepted, whichever date is later.
- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the contractor.

6. Method of payment

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the contractor's account. Please submit a completed direct deposit form at Annex "E" with your bid.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

7. Sales tax

- I. The Senate of Canada is exempt from provincial sales taxes.
- II. PST exemption numbers: Ontario 11708174G / Quebec: 10-0813-5602-P
- III. The applicable taxes are not included in the contract amount.
- IV. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

8. Interest on overdue accounts

- I. For the purpose of this section
 - 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 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 at the Senate;
 - d) the "Bank Rate" is the average Bank of Canada discount rate for the previous month, plus 3 per cent (3%);
 - e) the Senate will be liable to pay simple interest, at the Bank Rate, onany amount that is overdue from the day the amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable, nor will it be 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.
 - f) the Senate will not be liable to pay the contractor any interest on unpaid

RFP NUMBER: SEN-044 22/23 Page **31** of **46**



interest.



ANNEX "A" - STATEMENT OF WORK (SOW)

1. Description

The purpose of this RFP is to solicit a proposal for an online applicant tracking system (ATS) to enable the management of the Senate's recruitment workflow, based on the scope, requirements and proposed timeframe outlined in this document.

2. Background

The Senate of Canada, located in Ottawa, Ontario, is the Upper House of the Parliament of Canada. The Senate is a separate employer and is not subject to the Public Service Employment Act (PSEA). As such, it uses a different staffing process, HR systems and its own classification system.

In anticipation of the expiry of the contract of the current ATS in March 2023, the Senate is seeking a replacement for the existing solution. The new solution needs to allow for the import of the current information (which is classified as confidential) and ideally integrate with Unit 4 (the Senate's Resources Management System) to further add efficiencies to our HR systems and processes.

3. Senate workforce and user information

The Senate has a total workforce of approximately 775 individuals which is comprised of 105 Senators, senator's staff and staff in the Senate Administration. We anticipate requiring recruiter access (licenses) for three (3) Talent Acquisition Advisors in HR, administrative access for ten (10) members of HR (administrative assistants, HR coordinators, HR service center and HR partners) and hiring manager access for eighty (80) Senate employees who review profiles in the system as well as hiring manager access for 105 Senators who may also act as a hiring managers and review profiles in the system.

4. Solution Implementation Milestones and Deliverables

The milestones of the project and their associated deliverables are defined in this section.

Phase 1 – Planning, Orientation and Control

The Contractor must:

- participate in a preliminary planning meeting to ensure a common understanding of the scope of work;
- attend weekly status meetings via conference call (preferably through the application Microsoft Teams); and
- update the Project Manager regularly, and the Project Authority as requested, on the progress of work and any expected changes to the project schedule.

Deliverables (1):

- A final detailed implementation schedule for the Senate's review and approval
- Project production environment and non-production environments (e.g., development and testing environments)
- Weekly, virtual, project status updates through an email, summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams)

Phase 2 – Requirements and Design

RFP NUMBER: SEN-044 22/23 Page **33** of **46**



The Contractor must:

- review the requirements with the Senate team, lead a fit and gap analysis and submit a configuration plan for approval.
- attend virtual requirements review sessions with the Senate team as needed (preferably through the application Microsoft Teams);
- collaborate with the Senate team to design the solution; and
- update the Project Authority regularly, and Project Manager as requested, on the progress of work and any changes to the project schedule.

Deliverables (2):

- Final detailed project schedule;
- Final technical design and configuration plan (as shareable document(s) in MS Word, Visio, Excel, PowerPoint PDF);
- Weekly, virtual, project status updates through a summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams)

Phase 3 – Development and Testing

The Contractor must:

- configure its solution according to the requirements outlined and approved technical designs and the configuration plan;
- conduct virtual review sessions with the Senate team as required;
- collaborate with the Project Authority and the Senate team to determine the prioritization of required configurations;
- provide access to testing and production spaces for the testing of the solution;
- test the solution in collaboration with representatives from the Senate;
- fix issues, including bugs and deficiencies (where the solution is not configured in a
 way to meet the defined requirements), identified in the testing of the solution. The
 Senate will perform User Acceptance Testing (UAT) to reach a final acceptance signoff:
- provide documentation to the Senate team on maintaining the solution for longerterm, internal support;
- provide guidance to the Senate team on integration with other key Senate systems, including case studies or examples on previous integration approaches with other clients using this solution; and
- update the Project Authority regularly, and Project Manager as requested, on the progress of work and any changes to the project schedule.

Deliverables (3):

- Fully functioning ATS solution as confirmed through UAT;
- Documentation (solution configurations, system maintenance plans, integration specifications and data load procedures, etc.);
- Weekly, virtual, project status updates through a summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams);

Phase 4 – Training and Communication

The Contractor must:

conduct remote "train the trainer" sessions with select Senate staff;

RFP NUMBER: SEN-044 22/23 Page **34** of **46**



- advise the Senate on change management approaches for adapting business processes to fit the solution's functionality;
- provide documentation and training to the Senate' team on maintaining the solution for longer-term, internal support; and
- update the Project Authority regularly, and Project Manager as requested, on the progress of work and any changes to the project schedule.

Deliverables (4):

- Remote "train the trainer" sessions in either English or French for super users for each phase (the number of super users will be confirmed during contract negotiations);
- Documentation to support the "train the trainer" sessions in either English or French (this documentation may be altered by the trainers at the Senate to suit the organization's needs);
- Weekly, virtual, project status updates through a summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams)

Phase 5 – Deployment

The Contractor must:

- deploy the solution and fix any bugs and deficiencies that arise during that time;
- support the Senate in the migration of necessary data to the new solution (this includes, but is not limited to, previous staffing processes, existing pools, etc.);
- advise the Senate on communication surrounding any challenges with deployment of the solution; and
- update the Project Authority regularly, and Project Manager as requested, on the progress of work and any changes to the project schedule.

Deliverables (5):

- Successful deployment of the new, fully configured solution into production;
- Migration of the necessary data to the new solution as part of the deployment;
- Weekly, virtual, project status updates through a summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams)

Phase 6 – Post-Deployment/Support of Solution

The Contractor must:

- provide enhanced support to Senate employees during the first four (4) weeks of using the new solution (through training, communications and responding to any questions);
- participate in a remote "lessons learned" session led by the Senate post-deployment of a solution;
- provide long-term client access to testing and production spaces for the ongoing maintenance of the solution by the Senate; and
- provide documentation and coaching to the Senate team on maintaining the solution for longer-term, internal, support.

Deliverables (6):

• Submission of working files, if applicable, to enable later modifications/additions to the implemented solution;

RFP NUMBER: SEN-044 22/23 Page **35** of **46**



- Weekly, virtual, project status updates through a summary document in MS Word or as a PowerPoint presentation via videoconference call (preferably through the application Microsoft Teams);
- Technical support for the solution upon request by designated Senate personnel during Senate regular working hours, Monday to Friday, 8:00 a.m. to 6:00 p.m. EDT/EST.

It is expected that implementation of the ATS solution will be completed no later than three months after the contract is awarded. This date may change and will be confirmed during contract negotiations. The Senate expects all deliverables included in Phases 1 to 6 to be completed by the above date, or the date confirmed during negotiations, should this date change.

6. Language of Work

The work will be completed in either official language (English and French).

7. Supplier's Key Personnel

The contract will require professional services from the Contractor during the solution implementation phase. These services include configuration, deployment of the solution, testing and any required training for the solution as well as any future version releases that would require training.

8. Information Technology Security

The contracture will ensure that leading industry IT security practices safeguards are in place to mitigate any risk to the availability, integrity, and confidentiality of Senate information under the custodianship of the contractor; these include both technical and administrative controls. This includes but is not limited to:

- A comprehensive cybersecurity program;
- Encryption capabilities for data at rest; and
- Encryption capabilities for data in transit.

All aspects of the solution must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.0, level AA.

9. Senate Responsibility

The Senate will assign a Project Authority and a Project Manager to the project at the contract stage. Contact information for the Project Authority and Project Manager will be available at that time. The Project Manager will act as the main liaison between the Contractor and the Senate and will be responsible for all technical questions. The Project Authority will act as a liaison between the Contractor and Senate executive management.

- The Senate will support the work of the Contractor by providing access to relevant documents, coordinating meetings with key personnel for the project, providing translation of any pertinent documents for the project and allocating the necessary resources to consult on the progress of the project.
- The Senate will also be responsible for managing key stakeholders of the project, including managing consultation sessions and information sessions with them when appropriate.
- The Senate will be responsible for training the users of the solution in advance of deployment with the help of designated super users, who will receive training prior to deployment by the contractor or assistance in developing training tools for the super users.

RFP NUMBER: SEN-044 22/23 Page **36** of **46**



10. Work Location

The Contractor will work off-site and will not require travel expenses for the completion of this contract. The work will be performed from the Contractor's business place. The requirements review meetings can be held via teleconferencing.

11. Travel (remember to indicate in the payment schedule)

The Contractor will work off-site and will not require travel expenses for the completion of this contract. The work will be performed from the Contractor's business place. The requirements review meetings can be held via teleconferencing or at one of the Senate's sites. However, should aspects of the project change to require on-site work from the Contractor, travel expenses will not be provided. All Senate resources and facilities are located in Ottawa and Gatineau. Travel, travel time, living expenses or parking for the following will not be paid separately and are to be included in the firm per diem prices for professional fees, including:

- any travel between the Contractor's business place and Ottawa; and
- any relocation of resources required to satisfy the terms of the contract.

RFP NUMBER: SEN-044 22/23 Page **37** of **46**



ANNEX "B" – REQUIREMENTS

• **Core:** "Must have" requirements

• **Desirable:** "Consider on a cost-benefit basis" requirements

BR_ID	Business Requirements	Priority	Met/Not met
BR_001	Paperless: Ability to support an end-to-end paperless	Core	
_	recruitment and onboarding process.		
BR_002	Sourcing: Facilitate job posting management, advertising and	Core	
	social media promotion		
BR_003	Process Efficiencies: Ability to manage the end-to-end	Core	
	advertising process using one platform.		
BR_004	Applicant Tracking: Ability to manage internal and external	Core	
	candidates through difference stages of the recruitment		
	process, including interviewing, assessing, reference checks,		
	candidate communication.		
BR_005	Candidate Acquisition: Ability to manage referrals, screening,	Core	
	assessments, and selection.		
BR_006	Grouping: Ability to group candidates based on shared skills	Core	
	and experience levels.		
BR_007	Onboarding: Ability to transition candidates seamlessly to the	Core	
	onboarding process and to manage all aspects of this process		
	including orientation and training through the system.		
BR_008	Marketing: Ability to create careers websites, post to multiple	Core	
	job boards, post openings to social media platforms, and		
	analyze the effectiveness of recruitment marketing efforts.		
BR_009	Social Media: Ability to post to social media platforms,	Core	
	advertise open positions, interact with potential candidates		
	and import analytics.		
BR_010	User Experience: Ability to deliver a positive experience with	Core	
	minimal clicks required for a candidate to submit their		
	candidacy.		
BR_011	Integration (website): Ability to integrate the platform with	Desirable	
	the Senate website (https://sencanada.ca/en/about/careers/)		
BR_012	Integration (RMS): Ability to integrate the platform with the	Desirable	
	Senate's Resources Management system. Ability to create a		
	resource in the organization's RMS system (Unit4) based on		
	information provided in the candidate profile in the ATS		
	solution.		
BR_013	Other HR Functionality: Availability of other HR modules such	Desirable	
	as talent management, learning, Health and Safety and		
	performance management		

BR_ID	Technical Requirements	Priority	Met/Not met
TR_001	Data Import and Export: The solution must provide	Core	
	mechanisms allowing the Senate to import and export data		
	into and out of the solution without assistance from the		
	Contractor.		
TR_002	Access: The solution must not prevent a user from logging into	Core	
	a device if they are already logged in a different device. A user		
	must not be locked out of the solution if they previously forgot		
	to log off from a different device.		
TR_003	Web Browser Compatibility: The solution must be compatible	Core	
	with the latest versions of Chrome, Safari, Edge and Firefox.		

RFP NUMBER: SEN-044 22/23 Page **38** of **46**



DD 1D							
BR_ID	Technical Requirements	Priority	Met/Not met				
TR_004	Updates: Solution installation and upgrades must be	Core					
	performed or automated by the Contractor. If any steps are						
	required to be completed by the Senate, they must be						
	minimal.						
TR_005	Availability: The solution must guarantee an uptime (without	Core					
	any service degradation) of at least 99.9%.						
TR_006	Storage : The solution must provide sufficient storage space to	Core					
	support document attachments generated by 200 job posters						
	per year without needing to buy additional space.						
TR_007	Pre-Screening: The solution must allow for the ability to create	Core					
	and customize pre-screening questionnaires.						
TR_008	Communication: The solution ensures all communications	Core					
	between applicant and the Senate (HR, managers) are						
	captured centrally in the ATS.						
	In addition, the solution must have the ability to maintain						
	records of these communications.	_					
TR_009	History Search: The solution must maintain an easy-to-search	Core					
	record history that includes, but is not limited to:						
	list of prior applicants;						
	list of talent pools; and						
	list of staffing processes.						
TR_010	Closing files: Ability to view all open and closed staffing	Core					
	processes clearly and easily.						
TR_011	Workflow: Ability to customize the workflow for full-cycle	Core					
	recruitment with the ability to move applicants through						
	predetermined phases of a staffing process (e.g., screened						
	in/screened out, exam pass/fail, interview pass/fail, pool –						
	qualified/not qualified).						
TR_012	Document format : The solution accepts application	Core					
	documents in different formats (doc, docx, pdf, html, jpg, png,						
	etc.).						
TR_013	Reporting: The solution must allow for reporting on key	Core					
	metrics including, but not limited to:						
	• time to hire;						
	• talent source;						
	number of applicants per process and different steps of the						
	process;						
	internal versus external hiring; and						
	tracking of diversity data.						
TR_014	Report Export: The solution must allow export or sharing of	Core					
	system-generated reports , must be able to export to Excel.						
TR_015	User Access Control: Ability to differentiate levels of access	Core					
	and functionality for different user based on group profiles						
	(e.g., HR (staffing), Managers and internal/external applicants).						
TR_016	Posting customization : Ability to customize application form to	Core					
	individual requirements of a job posting. This includes the						
	ability to establish mandatory fields.						
TR_017	Time stamp: The solution must have field(s) indicating	Core					
	application submission date and time (not just the last update						
	date).						
TR_018	Portal: Ability to provide applicants with a secure online web	Core					
	portal where information is centralized. Available information						
	and actions can include, but are not limited to:						
	ability to apply for staffing processes;						
	ability to upload all required documentation (CV, valid)						

RFP NUMBER: SEN-044 22/23



22.12	P					
BR_ID	Technical Requirements	Priority	Met/Not met			
	language results, etc.);					
	ability to view the status of the staffing process that they					
	have applied for and their status within the staffing process;					
	ability to view any active pools that they are in;					
	ability to complete pre-established pre-screening					
	questionnaires;					
	ability for the applicant to self-identify; and					
TD 40	• self-service for scheduling of exams and interviews.					
TR_19	Candidate Communication: The solution must allow for	Core				
	customization of notifications sent on the Senate's behalf at					
TD 020	the various stages of the recruitment cycle.	6				
TR_020	Templates: The solution must have easily customizable	Core				
	templates, which may include, but are not limited to:					
	• for the job poster;					
	• letter of offer;					
	• invitations (exams, interviews, request for references);					
	screened in/screened out letters; and neel letters					
	• pool letters.					
	In these templates, fields such as the staffing process number					
	and position and candidate information are automatically					
	populated to the templates.					
TR 021	Blind Screening\Staffing: Ability to hide candidate information	Core				
111_021	to allow for blind screening/staffing. The solution should have	Core				
	the ability to select which candidate information is to be					
	hidden. This functionality must be available at various stages of					
	the staffing process (e.g., initial screening, exams, etc.).					
TR_022	Notes: Ability to add searchable notes to applicant profiles(Core				
022	e.g., if an applicant is suitable for other positions or not eligible	00.0				
	for rehire).					
TR_023	Applicant History: Ability to view application history for	Core				
	applicant profiles. This includes which processes they applied					
	for, whether they were successful or not and at which stage					
	they did not proceed and reasons, and any talent pools the					
	candidate is or has been in (if applicable).					
TR 024	Document storage: Ability to upload, send and receive	Core				
-	documents (such as letters of offer and accompanying new					
	employee documents) either individually or in batches.					
TR_025	Editing: Ability for HR to update documents and edit profiles	Core				
	on behalf of applicants.					
TR_026	Search function: Ability to keyword search on applications or	Core				
	applicant profiles and to search CVs with certain qualifications					
	or job interests/categories.					
TR_027	Qualified Candidates: Ability to add candidates to a pool,	Desirable				
	create customized "talent pools" and update candidates'					
	status within existing pools.					
TR_028	Qualified Candidate Pool: Ability for managers and HR to view	Desirable				
	existing talent pools and the available candidates. Information					
	available can include, but is not limited to, pool number, type					
	of pool (fully qualified, partially qualified), candidate results,					
	dates and communication with candidate.					
	Ability to manage talent pools, e.g., create notifications based					
	on expiry dates to notify managers and HR. Managers should					
	have the ability to select if they would like to extend the pool					
	and indicate the duration.					



BR_ID	Technical Requirements	Priority	Met/Not met
TR_029	Posting Expiry: The solution can track active job postings and	Desirable	
	can notify HR or hiring managers of upcoming expirations and		
	provide option to extend.		
TR_030	Mobility: The solution must allow candidates to apply for	Desirable	
	positions using their mobile device.		
	If a mobile application is provided, it must be available on both		
TD 004	Android and iOS.		
TR_031	Dashboards: Ability to have a customizable dashboard for ease	Desirable	
	of viewing for HR and hiring managers.		
TR_032	Information retention and disposition: The solution has the	Core	
	ability to build, maintain and manage information retention		
	and disposition schedules based on the Senate's approved		
	Retention and Disposition Schedules to ensure that a lifecycle		
	is applied to the information and to be complied with the		
	Information Management Policy		
TR_033	Statistics: The solution provides easy to extract regularly	Desirable	
	requested statistics.		
TR_034	Automation : Automation of steps within the staffing process.	Desirable	
	This can include, but is not limited to:		
	notifications to communicate status updates between hiring		
	managers and HR members (screening completed, references		
	completed, etc.);		
	ability to request references;		
	ability to send communication when candidates are screened		
	in or out; and		
	ability to send communication at any point within the		
	process after each assessment (Second Language evaluation,		
	exam, interview, reference, pool).		
TR_035	Bulk Update : Ability to mass select all or multiple applicants	Desirable	
	that are successful or unsuccessful and easily change status		
	and send notification.		
TR_036	Job Description and Competency Profile: The solution has the	Desirable	
	capability to access the job description and competency profile		
	of the position being staffed and allow hiring managers and HR		
	to select, from the available list, which competencies they		
	would like to include in their evaluation (this would include the		
	job poster, exams, interviews, references, etc.).		
TR_037	Reference Database: A database of customizable reference	Desirable	
	questions is available to managers in solution. The manager		
	can select from a list of questions that correspond to the		
	competencies of the position. The manager can document and		
	save results within the solution.		
TR_038	Resume Upload: Ability for applicants to upload different CVs	Desirable	
	for different positions.		
TR_040	Similar Postings: Ability to duplicate a previous job	Desirable	
	advertisement for a similar position being staffed (e.g., editing		
	the staffing process number and dates rather than starting		
	from scratch).		
TR_041	Duplication: Ability to merge duplicate applicant profiles.	Desirable	
TR_042	Senate Branding: Ability to customize communications with	Core	
	the organization's branding as well as the portal to match the		

RFP NUMBER: SEN-044 22/23



BR_ID	Technical Requirements		Met/Not
			met
TR_043	Cloud Solution: The solution must be cloud based, located in	Core	
	data centers in Canada and supported by the contractor.		
TR_044	Secure Connection to Web Portal: All web browser	Core	
	connections to the online web portal must use Hypertext		
	Transfer Protocol Secure (HTTPS)		

RFP NUMBER: SEN-044 22/23 Page **42** of **46**



ANNEX "C" - ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT

Pricing is all inclusive. No additional cost shall be paid separate from this contract.

The Bidder must submit a firm, all-inclusive price for the system, licencing/subscription costs, maintenance services as well as performance of work as described in Annex A – Statement of Work. The price submitted must be inclusive of all activities, personnel and equipment to perform the work, Harmonized Sales Tax excluded.

The Senate of Canada will not reimburse claims for travel or living expenses for any activity required for the performance of work under the Contract.

			Initial period of the contract					
Item	Description	Completion date	Fixed fees Year 1	Fixed fees Year 2	Fixed fees Year 3	Fixed fees Year 4	Fixed fees Year 5	TOTAL (for evaluation purposes only)
1	Licences or subscription, maintenance and support based on Senate user information							
2	Professional services for installation and implementation							
3	Train the trainer sessions							
			1	OTAL (fo	r evaluati	on purpo	ses only)	

		Options years (if exercised)				
Item	Description	Fixed fees Option Year 1 (if exercised)	Fixed fees Year 2 (if exercise d)	Fixed fees Year 3 (if exercised)	Fixed fees Year 4 (if exercised)	Fixed fees Year 5 (if exercised)
1	Licences or subscription, maintenance and support based on Senate user information	TBD	TBD	TBD	TBD	TBD



Company Name:		
Name of Representative:		
Signature:	Date:	

RFP NUMBER: SEN-044 22/23 Page **44** of **46**

ANNEX "D" – LANGUAGE PROFICIENCY

Language Proficiency	Oral	Comprehension	Written
Basic	A person speaking at this level can: ask and answer simple questions; give simple instructions; and give uncomplicated directions relating to routine work situations.	A person reading at this level can: • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks.	A person writing at this level can: • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations.	A person reading at this level can: • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas.	A person writing at this level can: • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: • support opinions; and understand and express hypothetical and conditional ideas.	A person reading at this level can: • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material.	A person writing at this level can: • write texts where ideas are developed and presented in a coherent manner.



ANNEX "E" – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM

RFP NUMBER: SEN-044 22/23 Page **46** of **46**



SUPPLIER CREATION AND DIRECT DEPOSIT ENROLMENT FORM

INSTITUTION – Please select:	SENATE OF CANAL	DA	OFFICE OF THE S	OFFICE OF THE SENATE ETHICS OFFICER			
ACTION REQUIRED – Please select:	TION REQUIRED – Please select: SUPPLIER CREATIO			SUPPLIER MODIFICATION			
REASON FOR ACTION OR COMMENT:							
SECTION 1 – SUPPLIER DETAILS – Pleas	se print						
LEGAL NAME			TELEPHONE				
REMITTANCE NAME (if different from t	he legal name)		SUPPLIER URL ADDRESS (if applicable)				
ADDRESS		,					
STREET			CITY	CITY			
POSTAL CODE	PROVINCE		COUNTRY				
REMITTANCE ADDRESS (if different fro	ahove address)						
nemi milez no one o (il ullicicità il c	m above address _j						
STREET			CITY				
POSTAL CODE	PROVINCE		COUNTRY				
CORPORATION: CANA	ADIAN U.S.	OTHER FOREIGN COU	NTRY	TAX-EXEMPT			
CONTRACTOR/SOLE PROPR	IETOR	Please indicate your HST	ease indicate your HST/GST number				
(INDIVIDUAL CHARGING SALES TAXE	s)	Please indicate your SOCIAL INSURANCE NUMBER					
CONTRACTOR/SOLE PROPR (INDIVIDUAL IS NOT CHARGING SALE		Please Indicate your SOC	IAL INSURANCE NUMB	<u>EK</u>			
SECTION 2 – SUPPLIER PAYMENT DETA							
	ER CURRENCY_	(by cheque only)					
METHOD OF PAYMENT	ENCONNENC!	(by cheque only)					
	ECT DEPOSIT (C\$ only)*		SENATE CREDI	IT CARD			
*Plea	th "VOID" written on or cs (recommended)						
DIRECT DEPOSIT EMAIL PAYMENT NOTIFICATION							
	e			e			
EMAIL ADDRESS 1 EMAIL ADDRESS 2							
SECTION 3 – CONSENT * *Note: If a corporation, an authorized signing officer must complete and sign this form.							
I give my consent to the Senate of Canada to pay the invoices for the supplier identified in Section 1 through direct deposit to the financial institution that I have designated using the attached cheque with "VOID" written on it or my other attached related banking documents.							
CONTACT NAME	TITLE						
SIGNATURE		DATE					

For contrat or Purchase order please submit this completed and signed form (and supporting documents) to the Procurement Division of the Senate by e-mail to . . .

For invoice please submit this completed and signed form (and supporting documents) by e-mail to