



REQUEST FOR PREQUALIFICATION (RFPQ)

Subject:

Artwork Conservation

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

Issue Date:

October 31, 2023

Closing Date and Time:

November 22, 2023 at 11:00 AM EST

RFPQ No:

SEN-034 23/24

SENATE INFORMATION

For all enquiries, contact the Contracting Authority:

Contact: Shirley Chartrand
Title: Senior Procurement Advisor
Address: 40 Elgin Street, Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888 x 4
E-mail: Proc-appr@sen.parl.gc.ca

Bids must be delivered by email only to the address of the Standing Offer Authority below:

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

PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.

Bids submitted physically or by fax will not be accepted.

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 Standing Offer 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 an offer as a joint venture.

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:



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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six (6) parts plus five (5) annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Request for Quotation and Resulting Contract Clauses: Identifies the process that will be used once a prequalified list is established includes the clauses that will form part of any resulting contract;
- Part 6 Terms of Work and Payment;
 - Annex "A" Statement of Work;
 - Annex "B" All-inclusive Pricing and Basis of Payment;
 - Annex "C" Language Proficiency ;
 - Annex "D" Request for Quotation Form ;
 - Annex "E" Supplier Creation and Direct Deposit Enrollment Form.

2. Summary

The Senate of Canada is seeking to establish a listing of one or more prequalified firms who will be invited to participate on various requests for quotations for artwork Conservation throughout the term of this requirement. This list of companies will remain valid for a period of three (3) years with two (2) additional one-year options.

3. Debriefings

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

4. Language of Bid Submission

The Bidder may submit their bid in either English or French.



PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites “Bidders” to respond to this Request for Prequalification (RFPQ) for the provision of services as described in Annex “A” – Statement of Work.

2. Signature Requirement

- I. Page 1 of this RFPQ must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFPQ.
- 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 bid solicitation.
- II. The Senate reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Bid

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFPQ. All copies of documents submitted in response to this RFPQ 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 who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; 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 venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly liable for the performance of any resulting call-up.

6. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFPQ is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's bid.
- II. Enquiries regarding this RFPQ must be received by e-mail at: proc-appr@sen.parl.gc.ca by the Standing Offer Authority, no later than **November 15, 2023, by 11am EST**. Enquiries received after that date and time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation 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 where the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. 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 Bidder, answers to enquiries which are relevant to the RFPQ will be provided to all Bidders by simultaneously posting responses 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 there is a sole responsive bid received, the Bidder must provide, on the Senate's request, one or more of the following price justification(s):
 - a. a current published price list indicating the percentage discount available to the Senate; or
 - b. a copy of paid invoices for similar goods and services provided to other clients; or
 - c. a price breakdown showing the cost of direct labor and profit; or
 - d. price or rate certifications; or
 - e. any other supporting documentation as requested by the Senate.

9. Conflict of Interest – Unfair Advantage



- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFPQ or in any situation of conflict of interest or appearance of conflict of interest;
 - b. if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the RFPQ 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 RFPQ (or similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Bidder remains however subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the RFPQ Authority will inform the Bidder and provide them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

10. Ownership of RFPQ documents

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

11. Funding Approvals

- I. Bidders should note that all Contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals. Despite the fact that a bidder may have been prequalified, a contract as a result of the RFQ process will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

12. Applicable Laws

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

13. Level of Security

- I. In accordance with the Senate Accreditation Policy, a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the



Senate may need to share or provide access to sensitive or classified information, assets, or facilities.

- II. The Contractor shall ensure that before any work 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 “secret” 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 enquiry 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 enquiry 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.



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:

Section I: Mandatory Criteria (one (1) soft copy in PDF format) and page 1 of the RFPQ signed.

Section II: Technical Bid (one (1) soft copy in PDF format)

Section III: Financial 'Bid - Annex "B": All-inclusive Pricing and Basis of Payment; (one (1) soft copy in PDF format)

Section IV: Annex "D" – Supplier Creation and Direct Deposit Enrollment Form (one (1) soft copy in PDF format)

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

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

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

Section 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

Section II: Technical Bid

- I. In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the RFPQ and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFPQ 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.

Section III: Financial Bid - Annex "B" – All-inclusive Pricing and Basis of Payment

- I. Pricing must include all requirements as set forth in the RFPQ
- II. The Bidder must submit their Financial Bid in Canadian funds in accordance with Annex "B" – All-inclusive Pricing and Basis of Payment.
- III. The Bidder must provide pricing for each item listed in Annex "B" – All-inclusive Pricing and Basis of Payment



Failure to do so will result in the disqualification of your bid.

Section IV: Annex "D" – Supplier Creation and Direct Deposit Enrollment Form

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory criteria, technical criteria and financial bid.
- II. The Senate shall conduct the RFPQ process in a fair manner and will treat all Bidder’s equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that 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 the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the RFPQ Authority) to provide the necessary information to the Senate. Failure to meet this deadline will result in the bid being evaluated on the information that was provided.

2. Mandatory Criteria

- I. The Bidder must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders’ Bid is indicated in the column entitled “Cross Reference” for all mandatory information included.
- III. The Bidder **MUST meet all the mandatory requirements** of the RFPQ. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Company Information</p> <p>Bidder must provide the following information:</p> <ul style="list-style-type: none"> 1. Company name 2. Contact information for the contract 3. Address <p>Name, telephone number and e-mail address of a company contact who will receive subsequent RFQs should your firm be prequalified:</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • all information requested <p>This information must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<ol style="list-style-type: none"> 1. Name 2. Telephone No. 3. Email 	bid being given no further consideration.		
<p>M2. Corporate Experience</p> <p>The Bidder must attest that their company has been in business for a minimum of five (5) years prior to the closing date of this RFPQ</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating that the bidder meets or exceeds the number of years' in business <p>All information requested must be provided under Mandatory Criterion (M2) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M3. Project Lead</p> <p>The Bidder shall propose a resource that shall be the project lead on all Work requested from the Senate of Canada.</p> <ol style="list-style-type: none"> 1. The Project Lead individual must have: A Master's degree in Art Conservation. 2. The Project Lead must have Art Conservation experience at a minimum five (5) years out of the last eight (8) years. 3. The Project Lead must have experience completing projects with similar scope to Annex "A" – Statement of Work of the RFPQ within the last eight (8) years. <p>The Senate and projects with the Senate cannot be used as a reference.</p> <p>The projects provided in this mandatory criterion shall be evaluated in rated criterion R1.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A copy of the Project Lead's Master's Degree in Art Conservation; • Resume demonstrating a minimum of five (5) years' artwork conservation experience within the last eight (8) years; • Three (3) examples of similar projects completed within the last eight (8) years, with a brief summary of each project; • Contact information for clients of those projects 		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	<p>All information requested must be provided under Mandatory Criterion (M3) in the submission.</p> <p>The Senate may contact the project clients clients to validate the information provided.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M4 – Insurance Requirement</p> <p>Bidder must provide proof that they carry the appropriate insurance coverage as listed in Part 5, Section 19 Insurance Requirements of this RFPQ.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a Certificate of Insurance confirming coverages outlined in Part 5, Section 19 – Insurance Requirements. <p>This information must be provided under Mandatory Criterion (M4) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M5 – Facility Security Requirement</p> <p>Bidder shall indicate that they have the capability to provide the security requirements detailed in Part 5, Section 10.</p> <ul style="list-style-type: none"> • Access Control; • Physical Security; • Alarm System; • Preventive Maintenance. <p>The Senate of Canada reserves the right to request its Security Directorate to validate the information provided.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement confirming facility security requirements <p>This information must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	bid being given no further consideration.		
M6. Acceptance of resulting contract clauses <ul style="list-style-type: none"> The Bidder must confirm that, should they be the successful Bidder, they acknowledge acceptance of the resulting standing offer clauses outlined in Part 5 – Request for Quotation and Resulting Contract Clauses 	<p>In order to meet this Mandatory requirement, the Bidder must provide</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M6) in the submission.</p> <p>Failure to provide the information specified will result in the bid being given no further consideration.</p>		

3. Rated Evaluation Criteria

- I. Bids that do not meet all the mandatory criteria set forth in this RFPQ and do not obtain the minimum points for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.
- III. The Bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all rated information included.
- 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 technical evaluation criteria are as follows:



Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum Points Available	Cross Reference
<p>R1. Project Lead Sample Projects</p> <p>The sample projects provided under M3 – Project Lead, shall be evaluated on:</p> <ul style="list-style-type: none"> the similarity of the sample project to the requirements requested in the Annex “A” – Statement of Requirements; the success of the project <p>The Senate of Canada <u>may</u> contact the project clients to validate the information provided.</p>	<p style="text-align: center;">Maximum 30 points</p> <p><u>Each sample project submitted shall be rated on 10 points (for a total of 30 points for 3 projects)</u></p> <p>1-4 points: The project provided validates a minimal similarity to the requirements requested in the Annex “A” – Statement of Requirements.</p> <p>5-7 points: The project provided demonstrates a similarity to the requirements requested in Annex “A” – Statement of Requirements but not in all aspects.</p> <p>8-10 points: The project provided validates a full similarity to the requirements requested in the Annex “A” – Statement of Requirements.</p>	
<p>R2. Green Business Practices</p> <p>The Bidder shall demonstrate environmental practices used by their company.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate environmental practices used by their company.</p> <p>5 points: The Bidder demonstrate environmental practices used by their company.</p>	
<p>R3. Accessibility</p> <p>The Bidder shall outline their company’s accessibility practices</p> <p>“Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”</p>	<p style="text-align: center;">Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>5 points: The Bidder demonstrate accessibility practices.</p>	



Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum Points Available	Cross Reference
Total of all the Point Rated technical criteria	40 Points Maximum	
Minimum pass mark	30 points required to pass	

4. Financial Evaluation

- I. The prices submitted will be evaluated separately and must be 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 details in Annex “B” – All inclusive Pricing and Basis of Payment

5. Basis of Selection

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

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

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit - Rated Evaluation
- Phase 3 – Determination of the prequalified bidders

Phase 1 – Mandatory Criteria

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

Phase 2 – Technical Merit - Rated Evaluation

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

Phase 3 – Determination of the prequalified Bidders

In Phase 3, All Bidders who meet the mandatory requirements, and who submit a price as part of Annex “B” - All-inclusive Pricing and Basis of Payment, will be considered as prequalified to participate in future artwork conservation requests for quotations (RFQ).

A notification of the short-listed Contractors shall be issued following evaluation of the proposals.



PART 5 – REQUEST FOR QUOTATION AND RESULTING CONTRACT CLAUSES

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

1. Applicable Law

- I. Any contract resulting from the RFPQ (SEN-034 23/24) must be interpreted and governed and the relations between the parties determined, by the laws in force in **Ontario**.

2. Request for Quotation (RFQ) process

- I. The Contractor shall provide Artwork Conservation services at the rate indicated in Annex “B” - All-inclusive Pricing and Basis of Payment of RFPQ SEN-034 23/24. Where a requirement for artwork conservation services is identified, a Request for Quotation (RFQ) will be sent to all prequalified companies in order for them to submit a bid.
- II. The process for issuing a RFQ and a contract to a successful prequalified companies is as follows:
 1. The Senate of Canada will establish a requirement for artwork conversation.
 2. The Senate of Canada will issue a RFQ (See Annex “D”) with the details of the work (SOW) to all prequalified companies.
 3. The RFQ will identify all pertinent information as well as the location where the work of art may be viewed.
 4. Prequalified Bidders may attend a viewing of the work of art in question prior to submitting a bid. Attendance at the viewing will be at the Bidder’s cost.
 5. Companies will be given a **minimum of 10 days** from the issuance of the RFQ to submit a quotation to procurement services at Proc-Appr@sen.parl.gc.ca. Each RFQ will identify the closure date and time of that RFQ.
 6. The Bidder who submits the lowest total cost for any resulting RFQ and who meets the stipulated delivery date will be awarded a contract.
 7. The rate quoted in response to all RFQs must be in accordance with the Bidders rate quoted in the RFPQ SEN-034 23-24 Annex “B” – All-inclusive Pricing and Basis of Payment.
 8. The Senate of Canada will review all bids received for compliancy and a successful prequalified company will be awarded a contract.
 9. The contract will be e-mailed to the company for signature.
 10. Once returned signed, the Senate Contracting Authority will countersign and return a copy to the Contractor.
 11. The Senate Technical authority will contact the company to set up a place and time to pick-up the work(s) of art.
 12. Work will be validated by Senate Technical Authority before payment is issued.
- III. The Contractor understands and agrees that:
 1. The resulting contract will only be for the services which have been ordered;
 2. the Senate of Canada's liability is limited to that which arises from a contract made within the period specified for the prequalified listing in this RFPQ SEN-034 23-24;
 3. The work, including the delivery, must be completed in accordance with the contract issued.



3. General

- I. The Bidder acknowledges that being prequalified for Artwork Conservation does not oblige or commit the Senate of Canada to contract for Artwork Conservation services. The Contractor understands and agrees that the Senate of Canada has the right to procure the specified services by means of any other contracting methods.

4. Notice

- I. Any notice required by this contract must be given in writing.
- II. Notice is deemed to be received on:
 - a. the day after it is sent if the notice is communicated by e-mail;
 - b. the earlier of the day on which it was received or six (6) days after it is mailed if the notice is communicated by mail; or
 - c. the day on which it was delivered if it is personally delivered.

5. Withdrawal

- I. In the event that the Contractor wishes to withdraw from the list of prequalified bidders after a contract has been issued, the Contractor must provide no less than thirty (30) days' written notice to the Contracting Authority, unless specified otherwise herein. The thirty (30) days' period will start upon receipt of the notification by the Contracting Authority and the withdrawal will be effective at the expiry of that period. The contractor must fulfill any and all contracts which are made before the expiry of that period.

6. Compliance with Applicable Laws

- I. The Contractor must comply with all laws applicable to the performance of any contract. The Contractor must provide evidence of compliance with such laws to the Senate at such times as the Senate may reasonably request.
- II. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Standing Offer Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Senate.

7. Ownership of Intellectual and Other Property Including Copyrights

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

8. Integrity Provisions

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.



- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences may result in a termination for default under the contract. If the Contractor made a false declaration in its offer, makes a false declaration under the contract, fails to diligently maintain up to date the information herein requested, or if the Contractor or any of the Contractor's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the contract, such false declaration or failure to comply may result in a termination for default under the contract. The Contractor understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

9. 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. Either party may terminate this contract upon **ten (10) days'** written notice.

10. Security Requirements

- I. The Contractor's staff undertaking the work must be security cleared by the Senate of Canada.
 - a. The Contractor, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all individuals undertaking the Work. The Contractor is responsible to ensure that its employees, assigned to the Work, are security cleared otherwise these individuals will not be permitted to undertake the Work requested.
 - b. The Senate of Canada will provide prequalified companies with Security Clearance Forms that must be completed and returned as soon as possible.
- II. Facility Security Requirements
 - a. The following facility security requirements must be maintained throughout the period of this prequalification. Failure to adhere to the following facility security requirements may result in your name being removed from the prequalification listing. The Senate of Canada reserves the right to physically inspect the work space of the Bidder/Contractor at any given time, without prior notice, to ensure compliance with the security requirement detailed below.
 - b. The Bidder/Contractor agrees to provide the following facility security measures:

Access Control

- Access to the room where assets will be stored is controlled and only authorized individuals have access; and



- Individuals with access to the Bidder/Contractor's work space that do not have Senate of Canada security clearance, are to be supervised by the Bidder/Contractor when a Senate of Canada asset is in the workspace.

Physical Security

- Senate assets are stored using appropriate safeguards to protect the objects from temperature and relative humidity fluctuations, direct sunlight, floods, and fires; and
- The Bidder/Contractor secures windows where the assets are stored (i.e. security film, inoperable, grates).

Alarm System

- The Bidder/Contractor has an alarm system installed, monitored by a security service that will respond to alarm events, that allows for the detection of security incidents. The Bidder's/Contractor's alarm system(s) must, at a minimum, be capable of detecting a fire or an intrusion.

Preventive Maintenance

- Fire suppression system is in place and is regularly inspected.

11. Status of the Contractor

- I. The Contractor is an independent entity engaged by the Senate to supply goods and services. Nothing in the contract is intended to create a partnership, a joint venture or an agency between the Senate and the other Party. The Contractor must not represent itself as an agent or representative of the Senate to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Senate. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

12. Performance of Work

The Contractor warrants that:

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

13. Warranty

- I. Despite inspection and acceptance of the Work by or on behalf of the Senate and without restricting any provisions of contract or any condition, warranty or provision imposed by law, the Contractor, if requested by the Senate to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the contract, where applicable. The warranty



period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

- II. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good, and the Contractor must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the contract or to another location as directed by the Senate. If, in the opinion of the Senate, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
- III. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - the warranty period remaining, including the extension, or
 - 90 days or such other period as may be specified for that purpose by agreement between the Parties.

14. Subcontracts

- I. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate than the conditions of the contract.
- II. Even if the Senate consents to a subcontract, the Contractor is responsible for performing the contract and the Senate is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the contract and for paying any subcontractors for any part of the Work they perform.

15. No Implied Obligations

- I. It is the intention of the parties that this agreement is for the provision of services. The Contractor is engaged as an independent Contractor providing services in accordance with this contract, to the Senate. 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.

16. Time of the Essence

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



IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate may exercise any right of termination contained in the contract.

17. Performance

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

18. Indemnity Against Claims

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

19. Insurance Requirement

- I. The Offeror must obtain Commercial property insurance or equivalent providing at a minimum the following coverage:
- a. Coverage for a maximum of \$100,000.00 worth of Senate Artwork in the Contractor's possession at any one time;
 - b. Commercial Broad form (all risk) coverage for the Senate's owned artwork applicable:
 - From the time artwork is picked up from the Senate;
 - While in transit to the Offeror's work space;
 - While artwork is being worked on at the Offeror's work space; and
 - While in transit until delivered to the Senate.
 - c. Coverage must include fire, sewer backup, flood, and earthquake protection.
- II. The Offeror must obtain Commercial General Liability Insurance and maintain it in force throughout the duration of the Standing Offer — and any resulting Contract — in an amount not less than \$2,000,000.00 per accident or occurrence and in the annual aggregate covering the Offeror for any and all claims of any nature that may in any manner arise out of or result from Offeror's performance under this Standing Offer.
- III. The Senate must be added as an additional insured for any liability arising directly or indirectly under or in connection with this Standing Offer and any resulting Contract.
- IV. Failure to provide insurance as required in this Standing Offer may be deemed a material breach of the agreement, entitling the Senate to immediately terminate this Standing Offer.
- V. The Offeror shall furnish a certificate of insurance to and at the satisfaction of the Senate before the commencement of this Standing Offer.



VI. Compliance with the insurance requirements does not release the Offeror from or reduce its liability under the Standing Offer.

20. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the contract are subject to inspection by the Project Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate reserves the right of access to any records resulting from this contract.

21. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate, 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 such period of time as may be specified elsewhere in the contract or in the absence of such specification, for a period of two (2) years following the completion of the work.

22. Amendment

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

23. Assignment

- I. The Contractor must not assign the contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect.
- II. Assignment of the contract does not relieve the Contractor from any obligation under the contract and it does not impose any liability upon the Senate.

24. 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.
- 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.

25. 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 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.

26. 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 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.

27. 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 the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the *Conflict of Interest Act* shall derive a direct benefit from this contract.

28. 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.

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.

29. Discrimination and Harassment in the Workplace

- I. The Contractor declares that its employees have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor employees during the life of this contract, the Senate reserves the right to immediately terminate the contract. The Contractor will also be removed from the list of pre-qualified firms. 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.

30. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate, its members or any of its staff, employees or Contractors to which the Contractor or any of its employees, staff or sub-Contractors become privy as a result of goods to be acquired



under this contract shall be treated as confidential during and after the acquisition of the goods or the provision of the services.

31. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate letterhead to conduct business under any resulting contract.
- II. It is the intention of the parties that the SO and subsequent call-ups are for the provision of services and that the Contractor is engaged as an independent Contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees, and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the statement of requirements.

32. Advertisement

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

33. Rules and Regulations

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

34. Entire Agreement

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

35. Authorities

- I. **Contracting Authority**



The Contracting Authority for this contract is:

Shirley Chartrand
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th Floor
Ottawa, ON K1A 0A4

Telephone: 613-995-8888 x 4
E-mail: Proc-appr@sen.parl.gc.ca

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

II. Project Authority

(To be identified upon PO issuance)

III. Contractor's Representative

(To be identified upon PO issuance)

36. Replacement of Specific Individuals

- I. If specific individuals are identified in the RFPQ SENxxx 23-24 to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in their proposal, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the contract.

37. Priority of Documents

- I. If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - a. the articles of the contract;
 - b. the articles of the RFPQ including all annexes; and



- c. the contractor's proposal dated (tbd).

38. Public Disclosure

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



PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the prequalified list

- I. The period for the prequalification list is three (3) years from the date confirmation has been sent to pre-qualified contractor.

2. Extension of of the duration of the prequalified list

- I. The Contractor grants to the Senate the irrevocable option to extend the term of the prequalification list by up to **two (2) additional one-year periods** under the same conditions. The Contractor agrees that, during the extended period of the prequalification list it will be paid in accordance with the applicable provisions as set out in Section 5 – Price Escalation and Cost.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the prequalified Contractor at least one (1) month before the expiry date of the prequalification list. The option may only be exercised by the contracting Authority, and will be evidenced for administrative purposes only, through an amendment.

3. Financial Limitations

- I. The total cost to the Senate against all the resulting contracts must not exceed the sum of *(To be completed upon standing offer issuance)* (applicable taxes excluded) for the initial period of the contract unless otherwise authorized in writing by the Contracting Authority. The Contractor must not supply any articles which would cause the total cost to the Senate to exceed the said sum, unless an increase is so authorized.
- II. The Senate of Canada reserves the right to increase or reduce the total financial limitation depending on its requirements.

4. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with the cost specified in Annex "B" - All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges which are not specified in Annex "B" - Basis of Payment unless approved by the Contracting Authority.

5. Price Escalation and Cost

- I. Upon confirmation of prequalification award, all prices quoted in the Contractor's offer Annex "B" – All Inclusive Pricing and Basis of Payment, will remain firm for a period of three (3) years. Thereafter, on an annual basis, the Contractor may review the price list and may propose increases. Such increases must not be greater than the consumer inflation factor as specified in the Canadian Consumers Price Index for the previous year. The Contractor must provide the Senate with a thirty (30) day written notice for any increase in cost of goods and services proposed. Once this notification is received and accepted by the Senate, prices will remain firm until the next option period is exercised.

6. Invoicing

- I. For each contract issued, the Contractor shall submit one detailed invoice which must include, at a minimum:



- a. Unique invoice number;
 - b. the date the work was performed;
 - c. invoice date;
 - d. a summary of the work performed
 - e. the Purchase Order reference number.
 - f. Business Registration Number (BN) when sales taxes are included
- II. The Contractor's certified invoice shall be forwarded to:
- by e-mail at: finpro@sen.parl.gc.ca
- or
- The Senate of Canada
Finance and Procurement Directorate
40 Elgin Street, 11th floor
Ottawa, Ontario
K1A 0A4 Canada**
- III. The invoice must be reviewed and approved by the Technical Authority/ Inspection Authority or their delegated authority before payment is issued.
- IV. Payment by the Senate to the Contractor for work shall be made:
- a. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

7. Method of Payment

- I. Direct Deposit: the Senate can deposit directly all payments into the individuals/corporation's account.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the Contract.

8. Sales Tax

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

9. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.



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



ANNEX "A" – STATEMENT OF WORK

TITLE

Artwork Conservation

OBJECTIVE

To have conservation work completed on numerous pieces of artwork or painted artefacts from the Senate of Canada's Heritage Collection.

BACKGROUND

The Senate's Heritage Collection includes approximately 350 pieces of artwork and artefacts. A portion of the collection requires conservation work. The Contractor(s) will provide support to the Senate, as needed, for conservation services.

SCOPE OF WORK

The Contractor(s) can expect to complete conservation work on approximately three (3) to twelve (12) pieces of artwork each year. The majority of the works are oil on canvas paintings.

TASKS

The contractor(s) may be required to:

- inspect the condition of artwork onsite in National Capitol Region and develop a treatment proposal for the artwork(s) to be submitted with the quote for the work. The contractor will complete this site visit and develop the treatment proposal at their own cost.
- provide the Senate with a quote for the work, including a treatment proposal, within ten (10) days of the issuance of the RFQ, unless otherwise indicated using the Request For Quotation Form in Annex D. Once provided, the Senate will review the quote, treatment proposal and ability to meet the required timeline. The Contractor(s) may be asked to provide an estimate on conservation work or other tasks related to the management of the collection including, but not limited to, reframing artwork, rehangng artwork, or installing new glazing;
- transport the artwork from the Senate to the Contractor's work space. Prior to arriving at the Parliamentary Precinct, the vendor will be required to have their vehicle scanned at the designated Senate Screening Facility, currently located at 2303 Stevenage Drive, Ottawa;
- the contractor must comply with Part 5, Section 19 – Part 5, Insurance Requirement , and is responsible for any damage to Senate Property while it is in their possession at their work space and in transit;
- conserve the artwork based on the proposed method detailed in the treatment proposal, which must be approved by the Senate before any work can commence. The Contractor(s) will be required to complete the work within the prearranged timeline and is required to notify the Senate of any changes to the scope or timeline during the course of their work;
- transport the artwork back to the Senate via the Senate's scanning facility;



- install the artwork in the location identified by the Senate, such as the Senate's storage facility or a building within the Parliamentary Precinct. The Senate will inspect the object before it is accepted; and
- provide a written treatment report of the work completed along with photographs of the artwork before, during and after conservation.

SENATE'S RESPONSIBILITIES

The Senate is responsible for providing the Contractor(s) with access to the artwork as well as any supporting information or documentation to facilitate the drafting of a quote.

DELIVERABLES

The contractor(s) shall:

- complete the agreed upon conservation work;
- return the artwork to the Senate within the agreed upon timeline;
- provide a condition report detailing the present condition of the artwork;
- provide a status report detailing the status of the treatment, as requested;
- immediately identify to the Technical Authority any unforeseen costs or delays;
- provide a final treatment report of the completed work along with photographs of the artwork before, during and after conservation work. The treatment report must include a written summary of the conservation work, materials used, date(s) of treatment and the name and signature of the conservator. The treatment report and photographs must be provided to the Technical Authority within two (2) weeks of the artwork's return to the Senate. The Contractor must provide an electronic copy of the treatment report and send the photographs as individual jpeg files.
- All Reports must be submitted electronically.

ACCEPTANCE OF WORK

All conservation work, reports and/or proposals delivered to the Senate of Canada are subject to the inspection and acceptance of the Technical Authority. In the event that deliverables are unacceptable, the Contractor shall complete the work at no extra cost within an agreed timeframe.

LOCATION OF WORK

- The Contractor is responsible for providing a work space to complete the conservation work;
- The work space must be clean and free from any hazards that may damage the artwork;
- The work space must have access control, physical security, alarm system and preventive maintenance (as per part 5, section 10, II);
- The work space must not be shared with other individuals or firms who are not identified in the project team structure.



TRANSPORTATION

- The Contractor is responsible for the transportation of the artwork and for the transportation of personnel.
- The Contractor is required to provide safe transportation for the object in a closed vehicle outfitted with a support system to protect the artwork from harm during transport.
- Approval from the Senate of Canada is required if a third party is required to assist with the transportation of a work of art.



ANNEX "B" – ALL-INCLUSIVE PRICING AND BASIS OF PAYMENT

The prices given below for the good and services listed shall remain in force for the initial three (3) year period of the prequalification.

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

Description	Unit of Measure	Hourly Rate
Conservation work (includes labour, reports, administrative costs)	Hourly	

All other costs including but not limited to, preparation, transportation, materials, mileage and vehicle rental shall be billed at cost.

Name of Bidder	
Name of Representative	
Signature and Date	



ANNEX “C” - LANGUAGE PROFICIENCY

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



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



SENATE
SÉNAT
CANADA

FINANCE AND PROCUREMENT DIRECTORATE
DIRECTION DES FINANCES ET DE L'APPROVISIONNEMENT

SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM

INSTITUTION – Please select:	SENATE OF CANADA	OFFICE OF THE SENATE ETHICS OFFICER
ACTION REQUIRED – Please select:	SUPPLIER CREATION	SUPPLIER MODIFICATION
REASON FOR ACTION OR COMMENT:		
SECTION 1 – SUPPLIER DETAILS – Please print		
LEGAL NAME _____		TELEPHONE _____
REMITTANCE NAME (if different from the legal name) _____		SUPPLIER URL ADDRESS (if applicable) _____
ADDRESS		
STREET _____		CITY _____
POSTAL CODE _____	PROVINCE _____	COUNTRY _____
REMITTANCE ADDRESS (if different from above address)		
STREET _____		CITY _____
POSTAL CODE _____	PROVINCE _____	COUNTRY _____
CORPORATION:		TAX-EXEMPT
CANADIAN	U.S.	OTHER FOREIGN COUNTRY
CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL CHARGING SALES TAXES)		Please indicate your HST/GST number
CONTRACTOR/SOLE PROPRIETOR (INDIVIDUAL IS NOT CHARGING SALES TAXES)		Please indicate your SOCIAL INSURANCE NUMBER
SECTION 2 – SUPPLIER PAYMENT DETAILS		
CANADIAN DOLLARS	OTHER CURRENCY _____ (by cheque only)	
METHOD OF PAYMENT		
CHEQUE	DIRECT DEPOSIT (C\$ only)* *Please attach a blank cheque with "VOID" written on or other related banking documents (recommended)	SENATE CREDIT CARD
DIRECT DEPOSIT EMAIL PAYMENT NOTIFICATION		
EMAIL ADDRESS 1 _____e		EMAIL ADDRESS 2 _____e
SECTION 3 – CONSENT *		
<i>*Note: If a corporation, an authorized signing officer must complete and sign this form.</i>		
<i>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.</i>		
CONTACT NAME _____		TITLE _____
SIGNATURE _____		DATE _____

For contract 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



ANNEX "E" – REQUEST FOR QUOTATION FORM

	<p align="center">REQUEST FOR QUOTATION (RFQ) ARTWORK CONSERVATION</p>
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Date:xxxx

RFQ Number: **SEN-xxxx**

RFQ Closing Date and Time: xxxx

Quotations must be received by the Senate of Canada on or before the indicated above closing date and time. Quotations received after the stated closing date and time will be rejected and not considered.

You must complete and return this (RFQ) Request for Quotation form. Failure to do so will result in the disqualification of your bid.

The correct delivery of the e-mail is the sole responsibility of the Contractor.

Only Electronic quotations will be accepted at proc-appr@sen.parl.gc.ca .

Please mark all correspondence, including the subject line of your return e-mail with the RFQ number indicated above.

The Contracting Authority is **xxxx** who can be reached at **(613) 995-8888 (option 4)** or **proc-appr@sen.parl.gc.ca**

Proposed cost must be all inclusive. Please note that the Senate is PST exempt # 11708174G.

Delivery date: **xxxx. You must confirm that you can meet this delivery date.**

I confirm that the delivery date of _____ will be met: ___ Yes ___ No

A site visit shall be held between xxxx at xxxx. Please contact xxxx at xxxx to schedule a date and time for your visit.

Details of the requirement along with a picture will be added here:



Basis of Payment

Contractors must complete the following pricing table for the artwork requiring conservation work. Prices must be in accordance with those submitted in the Request for Prequalification SEN-034 23/24.

Item#	Description	U of I	Estimated QTY	Unit Price	All Inclusive Price
1	Conservation Work (Includes labour, reports, administrative costs)	Fixed Hourly Rate as per Annex B of RFPQ	Insert # of hours Proposed		
Item#	Description	U of I	Estimated QTY	Unit Price	All Inclusive Price
2	Transportation The cost to transport the artwork from the Senate’s facility, <i>(Insert full address)</i> , to the contractor’s studio and back to the Senate. (Includes but not limited to: preparation, removal, packaging, crating, handling, mileage and installation.)		n/a	n/a	
3	Materials				
All other costs (as required) To be charged at cost and itemized.					
Total					

All prices must be in Canadian funds and include applicable Canadian custom duties, and excise taxes, packing and packaging.

Basis of Award:

Contract Award will be based on the lowest total cost for all items that meets all stated requirements including expected delivery date.



In the case of a tie bid, when all factors including pricing are considered equal, a coin toss shall be used to determine which of the tied bidders is awarded the contract.

No payments shall be made for costs incurred in the preparation and submission of a response to this Request for Quotation.

A contract may or may not be issued as a result of this request for quotation.

The Contractor offers and agrees to provide the Senate of Canada (Senate), upon the terms and conditions set out herein, including attachments to this document, the services and/or goods listed herein and on any attachment at the price(s) set out therefore.			
Name of Firm:			
Name of Representative:			
Authorized Signature:		Date:	
Position Title:			
Email Address:			
Telephone Number:		Fax Number:	
Address:			