



 SENATE SÉNAT CANADA	<b>REQUEST FOR PROPOSAL (RFP)</b>
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**Subject: WEB-BASED SOLUTION FOR MEDIA MONITORING AND MEDIA OUTREACH**

For further details, please refer to Annex “A” — Statement of Work (SOW), which is attached to this document.

<b>Issue Date:</b>  <b>January 11, 2024</b>	<b>Closing Date and Time:</b>  <b>January 31<sup>st</sup>, 2024, at 11:00 a.m. EST</b>	<b>RFP No:</b>  <b>SEN-069 23/24</b>
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**SENATE OF CANADA INFORMATION**

<p><b>For all enquiries the contracting authority is:</b></p> <p><b>Contact:</b> Christine Tremblay  <b>Title:</b> Sr. Procurement Advisor  <b>Address:</b> 40 Elgin Street, 11<sup>th</sup> floor          Ottawa, ON K1A 0A4,          Canada  <b>Telephone no:</b> 613-995-8888 X 4  <b>email:</b> <a href="mailto:Proc-appr@sen.parl.gc.ca">Proc-appr@sen.parl.gc.ca</a></p>	<p>Bids can be delivered by <b>email only</b> to the address of the contracting authority below.</p> <p><b>email:</b> <a href="mailto:Proc-Appr@sen.parl.gc.ca">Proc-Appr@sen.parl.gc.ca</a></p> <p><b>PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.</b></p>
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**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:	



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## PART 1 - GENERAL INFORMATION

### 1. Introduction

This Request for Proposal (RFP) is divided into six (6) parts, three (3) 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" All-inclusive Pricing and Basis of Payment;

Annex "C" Supplier creation and Direct Deposit Enrollment Form

### 2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for web-based solution for media monitoring and media outreach as defined in Annex "A" - Statement of Work (SOW). The term of the resulting contract shall be from signature by both parties for one (1) year (exact date to be determined, with three (3) one (1) year option 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.

### 5. Process Rules for Negotiation

- I. Bidders must indicate in their proposal what clauses in Part 5 – Resulting Contract Clauses they wish to negotiate.



## PART 2 – BIDDER INSTRUCTIONS

### 1. Prelude

- I. The Senate invites bidders to respond to this RFP to provide web-based solution for media monitoring and media outreach services as described in Annex “A”– Statement of Work (SOW).

### 2. Signature Requirement

- I. Page 1 of this RFP must be completed, signed, dated, and returned with the bidder’s mandatory 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

- I. 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 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 **ONLY** 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 email at [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca) by the contracting authority, **no later than January 24, at 11:00 a.m. 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 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 enquiry.

## 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 labour 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 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, 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. 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**

- I. 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**.

#### **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 must undergo the Senate’s security screening process and successfully obtain Senate security clearance at the level of “secret” 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 because 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:

- 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 “B” – All-inclusive pricing and Basis of Payment (one soft copy in PDF format);
- File IV: Annex “C” – Supplier Creation and Direct Deposit Enrollment Form (one soft copy in PDF format);

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

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

The Senate will not be responsible for any failure attributable to the transmission or receipt of the 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 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. 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 “B” – 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 Annex “B” – All-inclusive Pricing and Basis of Payment.



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

- I. Bidders must complete, sign, and return Annex "C" – 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 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
<p><b>M1. Bidder's Representative</b></p> <p>The Bidder must designate an account manager who will act as the principal point of contact for all matters related to the requested services.</p>	<p>To meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>The name and contact information (phone or email) for the proposed account manager.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p><b>M2. Acknowledgement of the SOW</b></p> <p>The Bidder must state that they have reviewed the SOW and are able to provide the service as outlined in Annex "A" – Statement of Work (SOW).</p>	<p>To meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>a statement that demonstrates that the Bidder can provide the requested services as outlined in Annex "A" – Statement of Work (SOW).</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p><b>M3. Acceptance of resulting contract clauses</b></p> <p>The Bidder must confirm that, should they be the highest-ranked Bidder, they agree to accept or negotiate the resulting contract clauses outlined in Part 5 – Resulting Contract Clauses and complete negotiations within ten (10) working days. The negotiation period shall commence from the date the Senate stipulates to the highest-ranked Bidder, that</p>	<p>To meet this mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>A statement indicating compliance with the mandatory criterion;</li> <li>A list of resulting contract clauses you wish to negotiate.</li> </ul> <p>This information must be provided under Mandatory Criterion (M3) in the Bidder's submission.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
the negotiation process has commenced.	Failure to provide it will result in your proposal being given no further consideration.		
<p><b>M4. Bidder's experience and expertise</b></p> <p>The Bidder must have a minimum of two (2) years' experience gained within the last three (3) years from the closing date of this Request for Proposal (RFP) in:</p> <p>a. the monitoring and analysis of a broad range of print and online media, Canadian Broadcast news sites in real-time;</p> <p>b. the monitoring of Canadian podcasts and, Canadian television and radio broadcasting;</p> <p>c. the creation of exportable media monitoring reports, and;</p> <p>d. the provision of a database of Canadian and International media professionals for the purpose of generating media lists and outreach.</p> <p>The work must have been completed by the Bidder itself (and does not include the experience of any proposed subcontractor or any affiliate of the Bidder, or any corporate predecessor).</p>	<p>To meet this mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• Brief description of the work, demonstrating how the requirements were met;</li> <li>• For whom the services were provided, including the name of the client's organization and contact information;</li> <li>• Start date (month, day, and year) of the work; and</li> <li>• End date (month, day, and year) of when the work was completed or, indicate 'Ongoing' if the project is in progress of the closing date of this RFP.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p> <p><b>The Senate of Canada may contact references.</b></p>		

### 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 **122 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 are 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 to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

<b>TABLE B – TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point-Rated Technical Criterion</b>	<b>Maximum Number of Points Available</b>	<b>Cross- Reference Section</b>
<p><b>R1. Quality of English and French media materials:</b></p> <p>To demonstrate this ability, bidders shall describe how they are organized to monitor and provide high quality English and French media materials.</p>	<p style="text-align: center;"><b>Maximum 20 points</b></p> <p><b>0 points:</b> Information provided does not address the criteria.</p> <p><b>1-5 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p><b>6-7 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>15-20 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	.
<p><b>R2. Archived Media Materials</b></p> <p>The Bidder shall demonstrate that its proposed media monitoring solution has the capability to search archives of articles and multimedia items. The Bidder shall indicate how long news items remain available.</p>	<p style="text-align: center;"><b>Maximum 10 points</b></p> <p><b>0 point:</b> Less than 6 months</p> <p><b>5 points:</b> Between 6 to 12 months</p> <p><b>8 points:</b> Between 13 to 24 months</p> <p><b>10 points:</b> Over 24 months.</p>	

**TABLE B – TECHNICAL EVALUATION CRITERIA**

<p><b>TECHNICAL MERIT</b> <b>Point-Rated Technical Criterion</b></p>	<p><b>Maximum Number of Points Available</b></p>	<p><b>Cross-Reference Section</b></p>
<p><b>R3. Breadth of coverage – Print and online news</b></p> <p>The Bidder must describe the Canadian English and French language major daily newspapers, regional newspapers, weekly and community newspapers, specialized magazines, and online news sources their platform monitors.</p> <p>To support their answer, the Bidder shall provide a list of all Canadian newspapers (print and/or news sites), radio and television news sites monitored, broken down by each Canadian Province and Territory.</p>	<p><b>Maximum 50 points</b></p> <p><b>0 point:</b> Information provided does not address the criteria.</p> <p><b>1-15 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p><b>16-35 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>36-50 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all the elements of the rated criteria.</p>	
<p><b>R4. Breath of coverage - Television, radio and, podcasts</b></p> <p>The Bidder must describe the online podcasts and, radio and television broadcasting in Canadian provinces and territories their platform monitors.</p> <p>To support their answer:</p> <ul style="list-style-type: none"> <li>• Bidders must provide a list of all Canadian radio and television stations monitored, broken down by each Canadian Province and Territory;</li> <li>• Bidders must provide a list of all Canadian podcasts it monitors, which does not need to be categorized by Canadian Province or Territory.</li> </ul>	<p><b>Maximum 30 points</b></p> <p><b>0 point:</b> Information provided does not address the criteria.</p> <p><b>1-10 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p><b>11-20- points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>21-30 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	
<p><b>R5. Technical infrastructure</b></p> <p>The Bidder shall demonstrate that its proposed web-based solution supports:</p> <ul style="list-style-type: none"> <li>• Multiple simultaneous user access;</li> </ul>	<p><b>Maximum 10 points</b></p> <p><b>0 points:</b> Information provided does not address the criteria.</p>	

**TABLE B – TECHNICAL EVALUATION CRITERIA**

<p><b>TECHNICAL MERIT</b> <b>Point-Rated Technical Criterion</b></p>	<p><b>Maximum Number of</b> <b>Points Available</b></p>	<p><b>Cross-</b> <b>Reference</b> <b>Section</b></p>
<ul style="list-style-type: none"> <li>• Modification of keywords without involving the Contractor;</li> <li>• Capability to integrate dynamic content (ex., first and last names) when composing email campaigns;</li> <li>• Issuing of email campaigns to media contacts from a Senate email domain provided by the Project Authority;</li> <li>• Measuring of email campaigns issued (at a minimum, open rates, click rates and click to open rates);</li> <li>• Capability to save media contact lists for future use.</li> </ul>	<p><b>1-4 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p><b>5-7 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>8-10 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all the elements of the rated criteria.</p>	
<p><b>R6. Media contact database</b></p> <p>The Bidder shall demonstrate that the Project Authority can access a comprehensive list of media professionals.</p> <ul style="list-style-type: none"> <li>• The Bidder shall describe their methodology for keeping contact information updated and at which frequency updates to contact information occur.</li> </ul> <p>To support their answer:</p> <ul style="list-style-type: none"> <li>• Bidders must indicate the number of contacts available in their database, broken down by each Canadian Province and Territory.</li> </ul>	<p><b>Maximum 20 points</b></p> <p><b>0 point:</b> Information provided does not address the criteria.</p> <p><b>1-5 points:</b> Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p><b>6-14 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>15-20 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all the elements of the rate criteria.</p>	
<p><b>R7. Methodology and workplan</b></p> <p>The Bidder shall demonstrate how the web-based solution it proposes will complete services as described in the SOW (Annex “A” – Statement of work).</p> <p>The Bidder must include:</p>	<p><b>Maximum 25 points</b></p> <p><b>0 point:</b> Information provided does not address the criteria.</p> <p><b>1-5 points:</b> Information provided demonstrates a</p>	



**TABLE B – TECHNICAL EVALUATION CRITERIA**

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
<ul style="list-style-type: none"> <li>Performance standards (including Recovery Time Objectives);</li> <li>Contingency plan (including backup procedure).</li> </ul>	<p>minimal understanding that is relevant to the stated criteria.</p> <p><b>6-18 points:</b> Information provided demonstrates understanding of most but not all the elements of the rated criteria.</p> <p><b>18-25 points:</b> Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	
<p><b>R8. Green Business Practices</b></p> <p>The Bidder shall demonstrate environmental practices used by their company.</p>	<p><b>Maximum 5 points</b></p> <p><b>0 point:</b> The Bidder does not demonstrate environmental practices used by their company.</p> <p><b>5 points:</b> The Bidder demonstrates environmental practices used by their company.</p>	
<p><b>R9. Accessibility</b></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><b>Maximum 5 points</b></p> <p><b>0 point:</b> The Bidder does not demonstrate accessibility practices.</p> <p><b>5 points:</b> The Bidder demonstrates accessibility practices</p>	
<p><b>Total of all the point-rated technical criteria</b></p>	<p><b>175 points maximum</b></p>	
<p><b>Minimum pass mark</b></p>	<p><b>122 points required to pass</b></p>	

**4. Presentation (Phase 3)**

- I. The Senate will invite the top three (3) highest-scoring Bidders obtaining a passing mark or higher on the Points-Rated Technical Criteria for a presentation of the proposed solution.
- II. The presentation will take place virtually. The Senate will be using videoconferencing technology (MS Teams or Zoom). The presentation date will be confirmed to the top three (3) Bidder’s at later date. The Bidders will be given a list of specific



questions related to the proposed solution early February 2024 for the bidders to prepare.

- III. The presentation will be for a maximum duration of one (1) hour.
- IV. 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 presentation and one half (1/2) hour to field questions from the evaluation team.
- V. The Bidder should present a live interactive demonstration of their web-based system, 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:

<b>PRESENTATION</b>	
<b>Point Rated Presentation Criterion</b>	<b>Maximum No. of Points Available</b>
<p><b>Bidders shall provide a general overview of their web-based media monitoring.</b></p> <p>The demonstration shall include an overview of the following:</p> <ul style="list-style-type: none"> <li>• How the solution works and its functionality, specifically identifying compliance with the mandatory requirements in the RFP and SOW</li> <li>• User interface for media monitoring               <ul style="list-style-type: none"> <li>o Search/keyword creation</li> <li>o Automatic and continuous filtration of media items (articles and TV/radio/podcast clips), including by date range</li> <li>o Ad hoc searching</li> <li>o Ability to quickly scan, categorize and include media items in reports</li> <li>o Creation of media monitoring reports (including categorization of media items based on custom tags)</li> </ul> </li> <li>• Exporting media monitoring reports and data available</li> <li>• Access to media items by Senate clients (URLs)</li> <li>• User interface for media contact database and email outreach               <ul style="list-style-type: none"> <li>o Navigation, searching and filtering contacts</li> <li>o Creating media lists</li> <li>o Exporting media lists</li> <li>o Creating and issuing emails to media lists</li> </ul> </li> </ul>	<p><b>Maximum 60 points</b></p> <p><b>0 – 10 points:</b> Unsatisfactory – vaguely described and rated area is minimally addressed</p> <p><b>11 – 30 points:</b> Satisfactory – some details described, and rated area is basically covered</p> <p><b>31 – 60 points:</b> Superior – very well defined – rated area is entirely covered</p>



<b>PRESENTATION</b>	
<b>Point Rated Presentation Criterion</b>	<b>Maximum No. of Points Available</b>
<b>Total points for Presentation</b>	<b>60 points Maximum</b>
<b>Minimum pass mark (70%)</b>	<b>42 points required to pass</b>

## 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 "B" - 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
- 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

The top three Bidders who submit a bid, pass the Mandatories and who reply to the rated requirements shall be invited to present their solution to the Evaluation committee. Bids that do not obtain the required minimum overall points for the presentation will not be given further consideration.

### Phase 4 – Determination of Highest Ranked Bidders

In Phase 4, a combined evaluation score for those bids deemed responsive in



Phases 1 and 2, 3 and 4 will be determined in accordance with the following formula:

Technical Bid Score x 60%		Lowest price received x 30%		= Combine Total Score
Presentation Score x 10%		_____		
Combined Score x 70%				
_____				
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.

## **7. - Timeframe for Negotiations**

- I. The Senate intends to conclude negotiations with the **highest-ranked Bidder** within **ten (10) business days**, commencing from the date the Senate stipulates to the highest-ranked Bidder, that the negotiation process has commenced. The Bidder invited to enter into negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.



## **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**

- I. 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 respect of which any payments have been made by the Senate.

### **5. Inspection and acceptance**

- I. 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 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.

## 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. 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.
- II. 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.
- III. The Bidder must provide a secure online portal that will allow the Senate Project Authority to securely send (upload) relevant documents and files to the Bidder and to receive (download) documents and files from the Bidder. The Bidder shall apply and maintain technical and administrative security controls to ensure the confidentiality and integrity of all Senate documents and files that are sent, received, and stored in the Bidder's secure portal. The Bidder shall also ensure that any Senate information removed from the portal is commensurately protected to ensure the confidentiality and integrity of all Senate information.

## **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 dispose of 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 dispose of 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 management of specific information that is received or generated by the contractor for the benefit of 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 dispose of 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 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 perform any part of the work.





- II. In any subcontract, unless the contracting authority agrees in writing, the contractor must ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the contracting authority, not less 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**

- I. It is the intention of the parties that this contract 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.

#### **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**

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

#### **20. 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 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 no former 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**

- I. 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.

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:

Christine Tremblay  
Senior Procurement Advisor  
Finance and Procurement Directorate  
The Senate of Canada  
40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, ON K1A0A4

Telephone: 613-995-8888 X 4  
email: [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca)

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.

## 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 is unable 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. Public 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.



## PART 6 – TERMS OF WORK AND PAYMENT

### 1. Period of the contract

- I. The contractor will provide Monitoring Services, as outlined in Annex “A” - Statement of Work (SOW) for a **period of one (1) year 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 three (3) additional one (1) year period under the same conditions. rates can be negotiated. The Supplier agrees that, during the extended period of the contract it will be paid in accordance with the applicable provisions as set out in Section 5 – Price Escalation and Cost.
- II. The Senate may exercise this option at any time by sending a written notice to the Supplier 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 Annex “B” - 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 “B” - All-inclusive Pricing and Basis of Payment.
- II. The Senate will not entertain any charges that are not specified in Annex “B” - All-inclusive Pricing and Basis of Payment.

### 5. Price Escalation and Cost

- I. Upon award of contract, all prices quoted in the Supplier’s offer Annex “B” – Basis of Payment, will remain firm for a period of one (1) year. 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 Supplier must provide the Senate with a fifteen (15) day written notice for any increase in cost of goods/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. The invoice must include, at a minimum, the cost to access the platform, licenses start and end dates, 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 email at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)



Or

**The Senate of Canada  
Finance and Procurement Directorate  
Chambers Building  
40 Elgin Street, 11<sup>th</sup> 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:
  - a. 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.

## **7. Method of payment**

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the contractor'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 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.

## **9. 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, on any 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 interest.



## **ANNEX "A" – STATEMENT OF WORK (SOW)**

### **1. Background**

The Senate's Communications, Broadcasting and Publications Directorate offers a variety of communications services to senators and the Senate and provides public information to Canadians. Accurate web-based solution for media monitoring and media outreach is required to ensure a good understanding of the public perceptions related to topics of importance to the institution.

Using a web-based solution, Senate staff monitor various English and French-Canadian media sources (print, online, TV, radio, and podcast media) every business day for mentions of the Senate of Canada, its 105 members and former senators with detailed keywords. The Directorate prepares daily media clippings which are distributed to senators, their staff, and the Senate Administration. Screened and sorted by standard categories, the product includes article titles or the program names, a short excerpt of articles (approx. 2-3 sentences) and author names or channel names. A URL refers internal clients to the full version of articles or excerpts of audio-visual content. Data from items selected for the daily clippings is exported and used in internal applications to generate an email to Senate clients (approx. 1,100 users).

In addition, the Directorate regularly communicates with targeted media professionals to provide public information about the work of Senate committees and to enhance citizens' understanding of the Upper Chamber. It also provides senators' offices with tailored media lists upon request. Using a web-based solution, Senate staff curate contact lists based on criteria (such as beat, location, outlet, media type, language, etc.) for export. Outreach campaigns are sent directly via the platform using the Senate's email domain.

### **2. Objectives**

To provide a web-based solution that enables the Project Authority to:

1. Monitoring of Canadian English and French language major daily newspapers, regional newspapers, weekly and community newspapers, specialized magazines and, online news sources.
2. Monitoring of online podcasts and, radio and television broadcasting in Canadian provinces and territories. Includes access to audio and video clips, and verbatim (speech to text) and/or closed caption transcripts.
3. Create exportable media monitoring reports with relevant articles and clips for internal distribution.
4. Access a regularly updated database of Canadian and international media professionals for the purpose of building and exporting custom media lists and issuing media pitches.

### **3. Scope**

#### **3.1 Monitoring of Canadian English and French language major daily newspapers, regional newspapers, weekly and community newspapers, specialized magazines, and online news sources**

The Contractor must provide electronic access to articles from Canadian English and French language major daily newspapers, regional newspapers, weekly and community newspapers, specialized magazines, and online news sources on an automatic basis according to defined keywords and search parameters. Articles must be available, at the latest, by 7 a.m. on the business day following publication.



The Contractor must assist the Project Authority in initially creating and managing (adding or removing) keyword searches on an ongoing basis.

The Contractor must provide the ability for the Project Authority to create and manage their own keyword searches which will automatically and continuously filter articles; and to quickly scan search results for inclusion in reports.

The platform must allow the user to use Boolean logic with keywords (e.g.: and, or, not), and wild card characters (e.g. \*).

From the Contractor's list of sources, the Project Authority may add or remove sources to be monitored. Sources must be added or removed within 24 hours of request.

The Contractor should provide electronic access to a searchable archive of such news coverage.

The Contractor must have a system in place to monitor the required sources according to keywords defined by the Project Authority.

Modifications to keywords and sources, as defined by the Project Authority, must be implemented within 24 hours of request. On request, the Contractor must provide the Project Authority with a current list of sources monitored.

The web-based solution should provide a URL for each article allowing Senate clients electronic access to full articles.

### **3.2 Monitoring of online podcasts and, radio and television broadcasting in Canadian provinces and territories (with transcripts)**

The web-based platform must allow the Project Authority to monitor French and English online podcasts, and radio and television stations from across Canada including National stations, regional and local stations from across Canadian Provinces and Territories according to keywords and subjects of interest as defined by the Project Authority.

The Contractor must provide electronic access to closed caption transcripts (and the corresponding video or audio clips) in near-real time, on an automatic basis.

Near real time is defined as the delay in time required for electronic communication and automatic data processing. This implies that there are no significant delays. Transcripts in the original broadcast language (and the corresponding video or audio clips) must be available within minutes of the end of a broadcast as soon as they are available and no later than 10 minutes following the end of the broadcast.

The Contractor must assist the Project Authority in initially creating and managing (adding or removing) keyword searches on an ongoing basis.

The Contractor must provide the ability for the Project Authority to create and manage their own keyword searches which will automatically and continuously filter the closed caption transcripts; and to quickly scan search results for inclusion in reports.

The platform must allow the user to use Boolean logic with keywords (e.g.: and, or, not), and wild card characters (e.g. \*).

The Contractor should provide electronic access to a searchable archive of closed caption transcripts, video, and audio content.





From the Contractors list of sources, the Project Authority as required may add or remove sources to be monitored. Sources must be added or removed within 24 hours of request.

Modifications to keywords and sources, as defined by the Project Authority, must be implemented within 24 hours of request. On request, the Contractor must provide the Project Authority with a current list of sources monitored.

The web-based solution should provide a URL for each clip allowing Senate clients to view videos as clipped by the Project Authority.

### **3.3 Exportable media monitoring reports with relevant articles and clip items for internal distribution**

The web-based solution must allow the Project Authority to filter, select, and categorize articles, television, radio, and podcast content using custom tags.

It must also allow for exporting of reports every working day (Monday to Friday), by 8:30 a.m. ET, that contain selected media items and data via hosted XML (extensible markup language), CSV (comma-separated values) and/or XLSX (Microsoft Excel Spreadsheet) format (see [Technical Requirements](#)).

The Project Authority will use the exported data in internal applications for distribution of bilingual media monitoring reports to Senate clients (approximately 1,100 users) by email or in other internal applications (e. g., Intranet or SharePoint site) as required.

The web-based solution must enable the Project Authority to edit data (e. g., title, category, etc.) for each item and cut clips, as required.

### **3.4 Access to a regularly updated database of Canadian and international media professionals for the purpose of building custom media lists and sending media pitches.**

The web-based solution must allow the Project Authority to access a comprehensive database containing contact information of Canadian and international media professionals, such as journalists, podcasters, producers, editors, and TV/radio hosts.

The Contractor must provide the ability for the Project Authority to create and manage their own searches based on (at a minimum):

- Keywords
- Beats
- Location
- Geographic focus
- Media outlet or podcast/channel name
- Media type (i.e., online, newspaper, TV, magazine, radio, podcast, etc.)
- Language
- Role (i.e., reporter, editor, host, journalists, etc.)

The Contractor must add or update contacts in its database as requested by the Project Authority. The Contractor must have a system in place to receive such requests from the Project Authority.

The web-based solution must allow the Project Authority to save media lists to its platform for future reference and export them to CSV or XSLX format with all data.

The web-based solution must also allow Senate users to compose and issue custom email campaigns to media lists built on the platform from a Senate email domain



provided by the Project Authority. It must measure, at a minimum, open rates, click rates and click to open rates.

#### **4. Customer Support**

The Contractor must be available to respond to requests from 6:00 a.m. to midnight ET Monday to Friday, and from 7:00 a.m. to 6:00 p.m. ET on weekends and holidays.

In cases of exceptional circumstances, the Project Authority may have a requirement to place a request outside of these hours. The Contractor must therefore provide the Project Authority with a method of placing requests 24 hours a day, 7 days a week, 365 days a year.

The Contractor, on an ongoing basis, must work with the Project Authority to ensure relevant media material is accessible and that the web-based solution is functioning properly.

The Contractor must be available to attend progress meetings by teleconference on a regular basis or as requested according to the requirements defined by the Project Authority.

The Contractor must offer onboarding and ongoing training to users.

#### **5. Technical Requirements**

The following technical requirements must be met by the web-based solution:

- Ability to export reports containing relevant media items and data by hosted XML, CSV and/or XLSX format.
  - Exportable data for each item must contain at a minimum:
    - Online and print news articles:
      - Name of publication
      - Publication date
      - Headline
      - Excerpt of the article text
      - URL leading to full article
      - Custom category or section tags (as selected by the user)
    - Radio, podcasts, and television programming:
      - Air time and date
      - Headline or keywords (search term[s])
      - City, station, and program
      - Transcript of clip (verbatim or closed captioning)
      - URL leading to clip
      - Custom category or section tags (as selected by the user)
    - Media lists
      - First name
      - Last name
      - Email address
      - Phone number
      - Social media accounts (X, LinkedIn, etc.)
      - Title
      - Media outlet or podcast/channel name
- Support multiple simultaneous user access.
- Capability to filter by keywords (using Boolean operators) and to index by specified categories/domains, updated on a regular basis.
- Capability to create and generate reports for separate lines of business (separate sets of saved keywords).
- Modification of keywords without involving the Contractor.
- Capability to save media contact lists for future use.
- Capability to integrate dynamic content (ex., first and last names) when composing email campaigns.



## **6. Constraints**

The Contractor must be available to review the deliverables on the request of the Project Authority either via conference call or videoconferencing.

The Contractor must obtain and maintain copyright and distribution rights for the source content required to provide the deliverables and take all required measures to ensure compliance with any licenses negotiated with providers of copyrighted content in the curation, packaging, and delivery of deliverables.

The Contractor must obtain and maintain all permits, licenses and certificates of approval required for the Work to be performed under any applicable Canadian federal, provincial, or municipal legislation. The Contractor is responsible for any charges imposed by such legislation or regulations.

The Contractor must have a backup procedure in place in the event that the web-based solution is down, or the normal method of delivery or access of media materials is not available. Backup procedures must include automatic notification describing the nature of the problem, corrective action being taken and an estimate of the time at which the service will resume.

## **7. Language of Work**

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

## **8. Location of Work**

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.



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

The Bidder must submit a firm, all-inclusive price for the performance of work. The price submitted must be inclusive of all activities, personnel, and equipment to perform the work, customs and duties included, 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.

The TOTAL including option periods price will be used for evaluation purposes.

### 1) Pricing

**Table A – Initial Contract Costs**

**Please provide pricing for each component:**

<b>Base Components</b>	<b>Price</b>
Base package (searches, licenses, report generation, customer support, etc.)	
Monitoring of Canadian news (articles and online news)	
Monitoring of Canadian broadcast/podcasts	
Database of media professionals and distribution of email campaigns	
<b>Total</b>	

Company Name: \_\_\_\_\_

Name of Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Additional Elements – Not to be evaluated – For Information Only**

**a) Access to international publications for monitoring**

indicate if the proposed web-based platform also allows for monitoring of **international** English and French language major daily newspapers, regional newspapers, weekly and community newspapers, specialized magazines, and online news sources?

If so, how many international publications are available for monitoring and from which countries?

Indicate the estimated cost.

Bidder's response:

**b) Access to international radio and television broadcasting for monitoring**

Indicate if the proposed web-based platform also allows for monitoring of **international** radio and television broadcasting?

If so, how many **international** radio and television stations are available for monitoring and in which countries?

Indicate the estimated cost.

Bidder's response:

<b>Additional Components (if offered – not to be evaluated – for information only)</b>	<b>Estimated Price</b>
If offered – monitoring of international news (articles and online news)	
if offered – monitoring of <b>international</b> broadcast/podcasts	

**ANNEX "C" – 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 ENROLMENT FORM

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