



REQUEST FOR PROPOSAL (RFP)

Subject:

Supply and delivery of Ink, High yield Toner and selected standard toner

For further details, please refer to the Statement of Requirement attached as Annex "A" and Annex "B" All-inclusive pricing and basis of payment; of this document.

Issue Date: April 9, 2024	Closing Date and Time: April 30, 2024 at 11:00 AM EDT	RFP No: SEN-003 24/25
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SENATE OF CANADA INFORMATION

For all enquiries the contracting authority is:

Contact: Shirley Chartrand
Title: Sr. Procurement Advisor
Address: 40 Elgin Street, 11th floor
Ottawa, ON K1A 0A4,
Canada
Telephone no: 613-995-8888 X 4
E-mail: Proc-appr@sen.parl.gc.ca

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

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

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

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

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

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



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PART 1 - GENERAL INFORMATION

1. Introduction

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

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

2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for the purchase via web interface and delivery of "just in time" Original Equipment Manufacturer (OEM) Ink, High yield Toner and selected standard toner as described in Annex "A" – Statement of Requirement and Annex "B" – Table A: High yield Toner, and Table B: Standard Toner. **for a period of one (1) year, with the option to renew for up to two (2) additional one-year periods.**

3. Debriefings

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

4. Bid Submission Language

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



PART 2 – BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate invites bidders to respond to this RFP for the supply via web interface and delivery of “just in time” Original Equipment Manufacturer (OEM) Ink, High yield Toner and selected standard toner as described in Annex “B”- All Inclusive Pricing and Basis of Payment – Table A: High yield Toner, and table B: Standard Toner only.

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 e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than April 18, 2024 at 11:00 am EDT**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among bidders, answers to enquiries which are relevant to the RFP will be provided to all bidders simultaneously posting of responses to CanadaBuys without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. Price Justification

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

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate may reject a bid in the following circumstances:
 - a. if the bidder, any of their affiliates or subcontractors, or any of their respective employees or former employees involved in the preparation of the RFP in any



manner is or was in any situation of conflict of interest or an appearance of conflict of interest;

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

10. Ownership of RFP documents

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

11. Funding Approvals

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

12. Applicable Laws

- 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(s) – must undergo the Senate's security screening process and successfully obtain Senate security clearance at the level of "site access" or they must have



successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.

- III. Individuals who do not hold a valid security clearance at the level of “site access” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.



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 “D” - Supplier Creation and Direct Deposit Enrollment Form (one soft copy in PDF format).

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

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

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

File III: Financial Bid - Annex “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 "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 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 table A: “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:

TABLE A: MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Acknowledgement of the SOW</p> <p>The Bidder must state that they have reviewed the SOW and are able to provide the goods and services as outlined in Annex “A” - Statement of Requirement and Annex “B” - All-inclusive pricing and basis of payment - Table A: High yield Toner, and table B: Standard Toner.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement that demonstrates that the Bidder can provide the requested goods and services as outlined in Annex “A” – Statement of Requirement and Annex “B” – All-inclusive pricing and basis of payment. <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p>		

TABLE A: MANDATORY CRITERIA TABLE

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide the information specified will result in your proposal being given no further consideration.		
<p>M2. Company Experience</p> <p>Bidder must have five (5) years of experience in supplying supply via web interface and delivery of “just in time” Original Equipment Manufacturer (OEM) Ink Toner within the past 8 years.</p> <p>The Bidder must also have provided the services in English and French.</p> <p>The bidder must provide the following information:</p> <ol style="list-style-type: none"> 1. Company name; 2. Number of years within the past 8 years providing the goods and services outlined in Annex “A” – Statement of Requirement. 3. Services provided can be bilingual. 	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • all information requested and confirm that Services provided can be bilingual <p>This information must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M3. Ordering Website</p> <p>The Bidder must currently have the capability to provide bilingual individual secure accounts for the Senate and individual users, as outlined in Annex “A” – Statement of Requirement. The website for ordering supplies must be bilingual.</p>	<p>In order to meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • Confirmation that the website for ordering supplies is bilingual. <p>All information requested must be provided under Mandatory Criterion (M3) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M4. Bidder’s Representative</p> <p>The Bidder must designate a bilingual account manager who will act as the principal point of contact for all matters related to these requested services.</p>	<p>In order to meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • the name of the account manager; 		

TABLE A: MANDATORY CRITERIA TABLE

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>The proficiency in both official languages must meet the Advanced language proficiency level as described in Annex “C” — Language Proficiency (Advanced) in both official languages.</p>	<ul style="list-style-type: none"> • a statement indicating that he/she meets the language requirement. <p>All information requested must be provided under Mandatory Criterion (M4) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M5. Ink, standard and high yield Toner Cartridges Specifications</p> <p>Bidder <u>must indicate</u> that:</p> <ul style="list-style-type: none"> • they are capable of providing all the products listed in Annex “B” - All-inclusive pricing and basis of payment; • the Ink, standard and high yield Toner being offered, and the services provided meets all the criteria outlined in the Annex “A” – Statement of Requirement (SOR). 	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M6. References</p> <p>The bidder must provide two (2) references to whom they provided similar service as outlined in Annex “A” – Statement of Requirement within the last five (5) years.</p> <p>The information provided will be evaluated under Technical Criterion (R3)— References.</p> <p>Note: The Senate cannot be used as a reference.</p> <p>The Senate reserves the right to contract references provided.</p>	<p>To meet this mandatory requirement, the bidder must provide the following information for each of the two (2) references:</p> <ul style="list-style-type: none"> • The name of the organization for which the work was performed. • The name of the main contact person within the organization for the project. • The current email address and/or telephone number for that main contact. • The start and end dates of the project. <p>This information must be provided under Mandatory Criterion (M6) in the bidder’s submission.</p>		

TABLE A: MANDATORY CRITERIA TABLE

Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>Failure to provide it will result in the bid being given no further consideration.</p>		
<p>M7. Acceptance of resulting contract clauses</p> <p>The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses.</p>	<p>To meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criterion (M7) in the bidder’s submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M8. Accessibility requirements</p> <p>All aspects of the solution must meet or exceed the <i>Web Content Accessibility Guidelines (WCAG) 2.0</i>, level AA.</p>	<p>To meet this mandatory requirement, the bidder must provide</p> <ul style="list-style-type: none"> • a statement indicating compliance with the mandatory criterion. <p>This information must be provided under Mandatory Criterion (M8) in the bidder’s submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		
<p>M9. Client Confidentiality</p> <p>The Bidder must ensure complete client confidentiality. The proposal must include details in regard to practices and procedures that ensure client confidentiality regarding records, release of information and employee censorship.</p>	<p>In order to meet this mandatory requirement, the Bidder must provide :</p> <ul style="list-style-type: none"> • A statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M9) in the submission.</p>		

TABLE A: MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in the bid being given no further consideration.		

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **53 Points** for the requirements that are subject to the evaluation criteria points rating system will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate is seeking best overall value and will evaluate bids on a points-rating system based on evaluation criteria.
- III. The bidder must include the “Points Rated Technical Criterion” table in their bid and ensure that the page and paragraph number in the bidder’s appendix is indicated in the column entitled “Cross Reference” for all included rated information.
- IV. Bidders must include all information relating to the criteria in the bidder’s Technical Bid. All information contained within the bidder’s technical bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TABLE B – TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
R1. Customer Service The Bidder will outline their customer service infrastructure by: <ul style="list-style-type: none"> • Describe the customer service team and functions. • Describe the elements of the service team and its manner of doing business, which ensures customer satisfaction; • Describe the service team’s challenges mitigation and resolution strategies for addressing issues such as order discrepancies, back orders, etc.. • Outline capabilities as related to producing various reports such as costing, consumption etc. • Provide a sample of a report outlining the specific 	<p style="text-align: center;">Maximum 25 points</p> <p style="text-align: center;">Each bullet shall be rated on 5 points</p> <p>0 points: Submitted information does not address or meet the rated criterion.</p> <p>1 - 2 points: Submitted information provides a minimal demonstration of the rated criterion.</p> <p>3 - 4 points: Submitted information provides some demonstrations, but not a full range, of the rated criterion</p> <p>5 points: Submitted information provided demonstrations a full understanding of the rated criterion.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
requirements outlined in Annex “A” – Statement of Requirement		
<p>R2. Experience</p> <p>Experience above the mandatory five (5) years out of the last ten (10) years in providing services and goods as outlined in Annex “A” – Statement of Requirement.</p> <p>The Bidder shall include detailed information in their proposal on how they meet the experience required.</p>	<p>Maximum 10 points</p> <p>5+ to 8 years = 2 points 8+ to 11 years = 4 points 11+ to 15 years = 6 points 15+ to 18 years = 8 points 18+ years = 10 points</p>	
<p>R3. Delivery Service</p> <p>Please indicate the delivery timeline you can offer to the Senate to meet the delivery times in the National Capital Region, as outlined in Annex “A” – Statement of Requirement.</p>	<p>Maximum 5 points</p> <p>0 point: can deliver within more than 48 hours 3 points: can deliver within 48 hours 5 points: can deliver within 24 hours</p>	
<p>R4. Green Business Practices</p> <p>The Bidder shall demonstrate environmental practices used by their company and toner cartridges</p>	<p>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>R5. Accessibility</p> <p>The Bidder shall outline their company’s own 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>Maximum 5 points</p> <p>0 point: The Bidder does not demonstrate accessibility practices.</p> <p>5 points: The Bidder demonstrates accessibility practices.</p>	
<p>R6. Multifactor Authentication</p> <p>The Bidder should describe what Multifactor Authentication options are available for Senate user’s when logging on to the Contractor’s website.</p>	<p>Maximum 10 points</p> <p>0 point: The Bidder does not support Multifactor Authentication options.</p>	

TABLE B – TECHNICAL EVALUATION CRITERIA

TECHNICAL MERIT Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
	<p>5 points: the Bidder supports at least one Multifactor Authentication options.</p> <p>10 points: the Bidder supports more than one Multifactor Authentication options.</p>	
<p>R7. IT security program and security controls</p> <p>The bidder will describe their IT security program and must outline the types of security controls in place and security hardening used for both their IT infrastructure and delivery of their online ordering platform. This can include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • internal/external vulnerability assessments; • penetration testing; • internal/external threat and risk assessments; • internal/external secure code review; and • mitigation against common cyberattacks. 	<p style="text-align: center;">Maximum 15 points</p> <p>0 point: No information provided regarding IT security program and IT security controls.</p> <p>1–5 points: Information provided demonstrates lack of an IT security program, with minimal IT security controls.</p> <p>6–10 points: Information provided demonstrates a basic IT security program, with general IT security controls.</p> <p>11–15 points: Information provided demonstrates a mature IT security program, with comprehensive IT security controls.</p>	
<p>Total of all the Point Rated technical criteria</p>	<p>75 points</p>	
<p>Total minimum score to achieve</p>	<p>53 points</p>	

4. Presentation (Phase 3)

- I. All bidders who submit a bid, pass the Mandatories and who reply to the rated requirements shall be invited to a Presentation.
- II. **The presentations will tentatively take place (exact dates and times to be confirmed)** and will take place virtually using videoconferencing technology (Zoom or MS Teams).
- III. 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.
- IV. 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:

PRESENTATION		
	Point Rated Presentation Criterion	Maximum No. of Points Available
	<p>Bidders shall provide a general overview of their bilingual (French and English) web site.</p> <p>The bidders should demonstrate how the requirements identified in the SOW will be met. Bidders shall include an overview of the following:</p> <ul style="list-style-type: none"> • An overview of their web based site <ul style="list-style-type: none"> • What the Senate will see on the web site • Bilingualism • Ease to register a client and create an account. • Downloading information and reporting; • Ease of use; Bidder’s IT security program and security controls. • How will the system prevent low-yield purchases? • Site to show only selected toners as outlined in the Annex “B” – All Inclusive Pricing and Basis of Payment. • What will be client see when the product is not in stock. <p>The bidder will also be asked questions in order to clarify any Technical Criterion.</p>	<p>Maximum 60 points</p> <p>0 – 10 points: Unsatisfactory – vaguely described and rated area is minimally addressed</p> <p>11 – 30 points: Satisfactory – some details described, and rated area is basically covered</p> <p>31 – 60 points: Superior – very well defined – rated area is entirely covered</p>
	Total points for Presentation	60 points Maximum
	Minimum pass mark (70%)	42 points required to pass

5. Financial Evaluation (Phase 4)

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

Phase 3 - Presentation

All 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

Total Combined Rating = Technical Merit (40%) + Presentation (40%)+ and Price (20%)

In Phase 4, a combined evaluation score for those bids deemed responsive in Phases 1, 2, 3 and 4 will be determined in accordance with the following formula:

Total combined technical rating		X 40%	+	Total combined presentation rating		X 40%	+	Lowest price received		X 20%	=	Combined Total Score
_____				_____				_____				
Maximum number of points				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.



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 Requirement 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. 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 (6) 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 likesituation;
 - 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. 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 the measures prescribed by the Senate.
- 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 the measures prescribed by the Senate.
- IV. 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.
- V. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. The contractor must also cooperate with any investigation by the Senate into an information or data breach.

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

- I. Subject to subclause 12.II, upon the termination of the contract, the contractor must provide the Senate, in a useable format, all information that is not publicly available and that is received or generated in the performance of this contract, including information or data — whether paper-based or electronic — prepared by the contractor for the benefit of the Senate. Once the Senate confirms receipt of the information, the contractor must 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. Returning of Senate Information

- I. It is a MANDATORY REQUIREMENT of this Contract that, within a reasonable period of time after the end of the term of the Contract or upon its early termination, the Contractor will return all information provided by the Senate in a usable format and then, upon confirmation of receipt of that information by the Senate, destroy any copies of that Senate information in its possession.

15. 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.

16. 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.

17. 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.

18. 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 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.

19. Performance

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

20. 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.

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. The Supplier, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a. Refraining 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 other person granted access to the workplace for work purpose; and
 - c. No smoking in any buildings or within the vicinity (or within nine (9) meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.
- II. If suppliers breach those 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:

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

Telephone: 613-995-8888 x 4

E-mail: 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 supply and deliver Ink and Toner cartridges as outlined in Annex “A” - Statement of Requirement (SOR) 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 two (2) additional one (1) year period under the same conditions. rates can be negotiated.
- II. The Senate may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) days before the Contract expiry date. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Price Escalation and Cost

- I. Upon contract award, all prices quoted in the Contractor’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 prices 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 services proposed. Once this notification is received and accepted by the Senate, prices will remain firm until the next option period is exercised.

4. 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.

5. 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 the rates 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.

6. Invoicing

- I. The Contractor shall submit a monthly detailed invoice which must include, at a minimum, the account order number, the account holder name, a unique invoice number, the date(s) the goods were delivered, the quantity of goods ordered, the unit price per good ordered, the subtotal of goods ordered (not incl. tax), the total of goods ordered (incl. tax), a description of the goods ordered, the model number of the goods ordered, the delivery address, the contract reference number and the Business Registration Number (BN) when sales taxes are included and the contract reference number.
- II. The contractor’s invoice shall be forwarded:



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

Or

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

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

1. Introduction

- 1.1 The Senate requires the services of a qualified supplier to provide "Just in Time" (JIT) Ink and Toner imaging supplies, on an as and when requested basis.
- 1.2 The JIT services includes the supply and delivery of Original Equipment Manufacturer (OEM) **high yield** Ink and Toner imaging supplies ink and toner imaging supplies only as outlined in Annex "A" – Statement of Requirement and Annex "B"– Table A: High yield Toner, and Table B: Standard Toner.
- 1.3 The Senate understands that standard toners (Low yield) might only be available for, cyan, magenta and yellow for these printer models. You may list the standard toner part numbers and price for these models as outlined in Table B in Annex "B" – All Inclusive Pricing and Basis of Payment.

2. Scope

- 2.1 The Senate of Canada will submit orders for supplies via an online Internet web interface from various geographic regions of Canada directly from Senate users.

3. Initiating and Implementing the JIT Program

- 3.1 The Contractor shall be responsible to implement and initiate a bilingual program at the Senate. The following must be completed by the Contractor prior to launch of the online order system for Senate users. This includes but is not limited to the following;
 - Set up the bilingual (English and French) website with pre-selected items by the Senate. **Only high yield OEM items must be available to all Directorates and senator's offices with the exception of selected standard toner as outlined in Table B in ANNEX "B" – All Inclusive Pricing and Basis of Payment.** The contractor must block all other ink toners other toners on their website.
 - All web-based browser access to the Contractor's website must be secured and encrypted with HTTPS.
 - The Contractor's website must support the latest desktop computer version of the following web browsers:
 - Google Chrome;
 - Microsoft Edge
 - Create accounts for each individual Senate user. There are approximately one hundred and thirty-two (132) accounts presently. Upon contract award, the Senate's Project Authority or his delegate will provide the Contractor with a list of order offices and authorized personnel for each account.
 - Each account will require a unique username and unique password; the option of Multi-factor Authentication should be available as an asset.
 - Provide administrative access to the Senate Project Manager or their delegate(s) to view and monitor the purchase and status of order on the online system.
 - The Contractor must provide at no cost to the Senate, the following:
 - End user support for on-line order placement;
 - 24-hour placement of orders; and



- Authorized User Account Creation/Registration - New users must be registered within **1 business day** of a request being received,

4. Language of work

- 4.1 All services shall be provided in both official languages (French and English).

5. Products

- 5.1 The Contractor shall supply and deliver the products listed and referenced in Annex "B" – All-inclusive pricing and basis of payment, at the firm prices and discounts indicated therein or at greater discount, for the duration for the Contract term.
- 5.2 Should an item become discontinued or not available, the Contractor must notify the Project Officer within **1 business day**, remove the item from the online ordering system, and cease to send the item in question.

6. Order Processing

- 6.1 Senate users will place orders for ink and toner supplies with the supplier via the Contractor's website. Only toner cartridges outlined in ANNEX "B" shall be made available on the Supplier's website to Senate users **The Senate will not accept non genuine cartridges.**
- 6.2 The Contractor must package all orders individually by Senate office and include a packing slip with the cost of goods with each package.
- 6.3 The Contractor must have an order management tracking system.

7. Delivery of Goods

- 7.1 Delivery of goods within the terms of this agreement must be made within the National Capital Region(NCR) and across Canada.
- 7.2 Delivery lead time for all goods being delivered in the National Capital Region are required within 24-48 hours. The deliveries must go to the Senate Scanning Facility located at 2303 Stevenage Avenue, Ottawa, Ontario, K1G 3W1.
- 7.3 Goods being delivered directly by the Contractor to the location indicated by the individual Senate order office (outside the NRC) must be delivered within 72 hours of order being placed. The Contractor and the Senate may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties.
- 7.4 Products shall be packaged appropriately to ensure safe delivery. The packing slip must include the following information on each order:
 - a. Name of employee
 - b. Office location and Office #
 - c. Quantity
 - d. Quantity ordered and shipped
 - e. Quantity not shipped or back ordered
- 7.6 Goods shall be delivered directly by the Contractor to the location indicated by the Senate office who placed the order.
 - a. Deliveries must be made by the Contractor's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.
 - b. The delivery personnel shall obtain a signature for all deliveries.



8. Receipt of Goods

- 8.1 Any goods order that does not match the goods received, shall be returned immediately upon receipt at the Contractor's cost.
- 8.2 Damage to good received must be immediately reported to the Contractor.
- 8.3 All late deliveries or unresolved issues must be immediately reported to Senate Project Manager for appropriate action.
- 8.4 The contractor must have the ability to honor manufacturer's warranty on items offered.
- 8.5 The contractor shall order and ship to the Senate new replacement goods upon notice from the Senate to the contractor of defective goods at no cost to the Senate.

9 Reporting

- 9.1 On a monthly basis, the Contractor must provide the Senate project authority with a detailed individual order report for all goods purchased through this contract for the preceding month. Reports will be distributed in the language choice of the order office and must contain the following information:
 - Order Office Account number
 - Order Office Account Name
 - Date of order
 - Invoice #
 - Shipping address
 - Description of goods issued, including item name and item code
 - Quantity and unit of issue
 - Unit price per item (not incl. tax)
 - Total cost per line item (not incl. tax)
 - Total cost per line item (incl. tax)
 - Total cost of goods for the quarter to date
 - Total cost year today from start of contract
- 9.2 In addition to requirements under 9.1 above, the Contractor shall provide the Senate Project Officer with consumption and costing reports as may be required.

10 Other Items

- 10.1 Senate Procurement may purchase, through formal Purchase Orders items not listed in this SOW.
- 10.2 The Senate reserves the right to add or delete items listed in this contract.

11.Environmental Factors

- 11.1 In the spirit of good environmental stewardship, the Senate recycles expended toner cartridges. The supplier must have in place a recycling program for ink cartridges and take them from the Senate free of charge.

12.Access to Senate Precinct

- 12.1 The Contractor's delivery personnel must obtain a security clearance in accordance with Part 2, section 13 of this document.

13. Return items



13.1 Any items returned will be at no cost to the Senate. There shall be no cost for the delivery of the correct item.

13.2 The Contractor will be responsible for all shipping costs related to the return and replacement of any damaged or defective products from the Senate's location. The Senate will not be responsible for any re-stocking charges due to damaged or defective Products received.

14. Back Order

14.1 Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, the Senate will have an option to cancel or keep the back orders. The Contractor shall notify the project officer immediately of any backorders via email.

15. Product Warranty

15.1 The Contractor shall warrant all its products from the date of receipt by the Senate against, but not limited to the following conditions:

- a. Faulty material; and
- b. Manufacturing defects.

16. Customer Support

16.1 The Contractor shall provide effective bilingual customer support to the Senate including, but not limited to:

- a. A bilingual account manager assigned to the Senate to support their needs by providing day-to-day and ongoing administrative support;
- b. The Contractor's team must respond to requested information and documentation and issue resolution made by the Senate before the end of the next business day;
- c. Ensuring minimal disruption to the Senate;
- d. Easy access to the Contractor (i.e. by toll free telephone number, email, and voicemail);
- e. Day-to-day support;
- f. Establishing an ongoing communications program with the Senate (e.g., new Products and initiatives, substitution Products, discontinued Products);
- g. Providing written notice to Senate on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- h. Attending quarterly business reviews with Senate or other meetings, as requested by the Senate; and
- i. Providing reports to Senate, in the language of the Senate's choice, as required.

ANNEX “B” – ALL INCLUSIVE PRICING AND BASIS OF PAYMENT

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

The Bidder must submit a firm, all-inclusive price for each “high yield” item or standard toner listed below. Taxes are extra to these prices.

You must bid on all items listed below for High Yield Toners (Table A) and Standard Toners (Table B).

TABLE A = HIGH YEILD TONERS ONLY

Printer Model	# of printers in inventory	OEM Part# Black	OEM Part# Cyan	OEM Part# Magenta	OEM Part# Yellow	A: Price Black	B: Price Cyan	C: Price Magenta	D: Price Yellow	Total A+B+C+D
HP Color LaserJet M452dn	19					\$	\$	\$	\$	\$
HP Color LaserJet MFP M477fdn	87					\$	\$	\$	\$	\$
HP Color LaserJet MFP M577	1					\$	\$	\$	\$	\$
HP Color LaserJet Pro M454dw	5					\$	\$	\$	\$	\$
HP Color LaserJet Pro MFP 4301	20					\$	\$	\$	\$	\$
HP Color LaserJet Pro MFP M479fdn	60					\$	\$	\$	\$	\$
HP LaserJet 400 M401dne	5					\$	\$	\$	\$	\$
HP LaserJet 400 MFP M425dn	2					\$	\$	\$	\$	\$
HP LaserJet 4200	3					\$	\$	\$	\$	\$



Printer Model	# of printers in inventory	OEM Part# Black	OEM Part# Cyan	OEM Part# Magenta	OEM Part# Yellow	A: Price Black	B: Price Cyan	C: Price Magenta	D: Price Yellow	Total A+B+C+D
HP LaserJet 4250	5					\$	\$	\$	\$	\$
HP LaserJet M402dn	32					\$	\$	\$	\$	\$
HP LaserJet MFP M426fdw	1					\$	\$	\$	\$	\$
HP LaserJet P4015	2					\$	\$	\$	\$	\$
HP LaserJet Pro M404dn	3					\$	\$	\$	\$	\$
TOTAL (for evaluation purposes)										\$

TABLE B = STANDARD TONERS ONLY

Printers listed with an asterisk (*): The Senate understands that standard toners (Low yield) might only be available for, cyan, magenta and yellow for these printer models. You must list the standard toner part numbers and price for these models.

Printer Model	# of printers in inventory	OEM Part # Black	OEM Part # Cyan	OEM Part # Magenta	OEM Part # Yellow	A: Price Black	B: Price Cyan	C: Price Magenta	D: Price Yellow	TOTAL A+B+C+D
HP Color LaserJet CP2025dn*	6					\$	\$	\$	\$	\$
HP Color LaserJet CP3525*	1					\$	\$	\$	\$	\$
HP Color LaserJet CP4025*	1					\$	\$	\$	\$	\$



Printer Model	# of printers in inventory	OEM Part # Black	OEM Part # Cyan	OEM Part # Magenta	OEM Part # Yellow	A: Price Black	B: Price Cyan	C: Price Magenta	D: Price Yellow	TOTAL A+B+C+D
HP Color LaserJet CP4525 *	1					\$	\$	\$	\$	\$
HP Color LaserJet M651*	1					\$	\$	\$	\$	\$
HP Color LaserJet MFP M476dn*	6					\$	\$	\$	\$	\$
HP Color LaserJet MFP M680*	1					\$	\$	\$	\$	\$
HP LaserJet 400 color M451dn*	4					\$	\$	\$	\$	\$
HP LaserJet 400 colorMFP M475dn*	4					\$	\$	\$	\$	\$
HP LaserJet P2055dn*	5					\$	\$	\$	\$	\$
TOTAL (for evaluation purposes)										\$

Company Name: _____

Name of Representative: _____

Signature _____ 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