



REQUEST FOR PROPOSAL (RFP)

Subject:

Online Service Recognition Platform for the Senate’s Employee Service Milestone Recognition Program

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

Issue Date: August 18, 2023	Closing Date and Time: September 14, 2023, at 11:00 AM EDT	RFP No: SEN-011 23/24
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SENATE OF CANADA INFORMATION

For all enquiries the contracting authority is:

Contact: Shirley Chartrand
Title: Senior 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, five (5) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement.
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the 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" Language Proficiency Form;
- Annex "D" Reference Form
- Annex "E" Senate Emblems and Logos.
- Annex "F" Supplier creation and direct deposit enrollment form;

2. Summary

- I. The Senate's Human Resources Directorate is seeking to establish a contract with a service provider for an **online service recognition platform for the Senate's Employee Service Milestone Recognition Program** as outlined in Annex "A" – Statement of Work (SOW).

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 to provide an online Service Recognition Platform for the Senate's Employee Service Milestone Recognition Program 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 e-mail at Proc-Appr@sen.parl.gc.ca by the contracting authority, **no later than August 31, 2023, at 11:00 am EST**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except when the Senate determines that the enquiry is not of a proprietary nature. The Senate may edit the question(s) or may request that the bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered for all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders by simultaneously posting 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 sub suppliers, 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 sub suppliers, 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 Supplier shall ensure that before any work is undertaken for the Senate, all individuals – including affiliates and sub suppliers 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 “F” - 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 "F" – Supplier creation and direct deposit enrollment form

- I. Bidders must complete, sign and return Annex "F" – 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>M1. Experience and Expertise</p> <p>The bidder must demonstrate that the firm has at least three (3) years of experience in the last six (6) years delivering online recognition services to organizations of over 300 employees.</p>	<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>All information requested must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross-Reference
<p>M2. Customizable service recognition award options</p> <p>The bidder must demonstrate that they can provide at least one service recognition award option that can be customized with the Senate emblem (printed, engraved, or embroidered) in each category (described in Annex “A” – Statement of work item 4.B.3)</p>	<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>All information requested must be provided under Mandatory Criterion (M2) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration</p>		
<p>M3. References</p> <p>The bidder must provide three (3) references to whom they have developed and managed an online service recognition platform, of similar scope as the one described in Annex “A” – Statement of Work.</p> <p>The references must be provided on the form available in Annex “D” – Reference Form</p> <p>At least one (1) reference must be for services delivered in both official languages (French and English).</p> <p>The Senate may contact the project lead for each reference submitted to confirm that the work was completed in a satisfactory manner.</p> <p>References will be evaluated under criteria R2 — Bidder references below.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>	<p>To meet this mandatory requirement, the bidder must provide the following for each of the three (3) references:</p> <ul style="list-style-type: none"> a completed reference form available in Annex “D” – Reference Form ; samples of online service recognition platform developed for clients, in both official languages if applicable (e.g., screen shots of the service recognition platform including the selection of awards or a link to and existing online portal). <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>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross-Reference
<p>M4. Virtual meetings</p> <p>The bidder must have the ability to hold secure virtual meetings with the Senate project authority, using Zoom or Microsoft Teams.</p>	<p>In order to meet this mandatory requirement, the bidder must provide:</p> <ul style="list-style-type: none"> a statement confirming compliance with the mandatory criterion. <p>All information requested must be provided under Mandatory 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. Bidder's representative</p> <p>The bidder must designate an 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; a summary of the services the account manager will provide. <p>All information requested must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M6. Deployment timeline</p> <p>The Bidder must be able to develop and launch the Senate's online service recognition platform within twelve (12) weeks from the date a contract is signed by both parties.</p>	<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>All information requested must be provided under Mandatory Criterion (M6) in the submission.</p>		

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.		
<p>M7. Bilingualism</p> <p>The bidder must provide an online service recognition platform, as well as all the pertinent services described in the Annex “A” – Statement of Work, in both official languages (French and English). The French and English site must be of equal quality.</p> <p>The proficiency in both official languages must meet the Advanced language proficiency level as described in Annex “C” – Language Proficiency (Advanced).</p>	<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>All information requested must be provided under Mandatory Criterion (M7) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M8. Accessibility requirements</p> <p>All aspects of the bidder’s online service recognition platform must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.1, level AA.</p>	<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>All information requested must be provided under Mandatory Criterion (M8) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M9. Secure web Access and Browser Support</p> <p>The online service recognition platform must support the latest version of the following web browsers:</p> <ul style="list-style-type: none"> Google Chrome; and Apple Safari. 	<p>In order to meet this mandatory requirement, the bidder must provide</p> <ul style="list-style-type: none"> a statement confirming compliance with the mandatory criterion. <p>All information requested must be provided under</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross-Reference
and All web-based browser access to the online service recognition platform must be secure and encrypted with HTTPS.	Mandatory Criterion (M9) in the submission. Failure to provide this information will result in the bid being given no further consideration.		
M10. Acceptance of resulting contract clauses The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses.	In order to meet this mandatory requirement, the bidder must provide <ul style="list-style-type: none"> a statement indicating compliance with the mandatory criterion. All information requested must be provided under Mandatory Criterion (M10) in the submission. Failure to provide this information will result in the bid being given no further consideration.		
M11. Evaluation of samples The bidder must confirm that, should they be selected for the presentation stage of the evaluation, they agree to send three (3) sample recognition awards options to evaluated for quality along with the presentation, as described in the Presentation and Samples section of this document. (page 20) Note: the samples will be returned to the bidder following the evaluation.	In order to meet this mandatory requirement, the bidder must provide <ul style="list-style-type: none"> a statement indicating compliance with the mandatory criterion. All information requested must be provided under Mandatory Criterion (M11) in the submission. Failure to provide this information will result in the bid being given no further consideration.		

3. Rated Evaluation Criteria (Phase 2)

- I. Proposals that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a **minimum of 143 points** for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.

- II. Price is only one criterion in the evaluation of bids. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria.
- III. The bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the bidder’s Appendix is indicated in the column entitled “Cross Reference” for all rated information included.
- IV. Bidders must include all information relating to the criteria in the bidder’s Technical Bid. All information contained within the bidder’s Technical Bid must be complete and clear to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are as follows:

TECHNICAL EVALUATION CRITERIA		
Technical merit Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
<p>R1. Contract Management</p> <p>The bidder shall provide sufficient details on how they propose to meet the objectives/requirements and level of service as detailed in Annex “A” - Statement of Work (SOW). The information provided must include the following:</p> <ul style="list-style-type: none"> • a workplan, outlining the development and administration of the platform as well as the details of what the user experience will be throughout the contract lifecycle: <ul style="list-style-type: none"> ○ The workplan should include: list of tasks and milestone schedule; ○ The workplan should cover: initial kick-off meeting, platform development and customization, launch and ongoing administration of the contract. • Sample monitoring reports 	<p style="text-align: center;">Maximum 45 points</p> <p>1-15 points: The information provided minimally outlines the methodology and demonstrates a minimal similarity to the work requested in the SOW.</p> <p>16-30 points: The information provided moderately outlines the methodology and demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p>31-45 points: The information provided clearly outlines the methodology and demonstrates sound project management and a full similarity to the work requested in the SOW.</p>	
<p>R2. Bidder references</p> <p>Two (2) out of three (3) references provided by the bidder in Mandatory Criterion (M3) will be evaluated on:</p> <ul style="list-style-type: none"> • the similarity of the services and products provided; • the satisfaction of the references with the quality of work, products and client service provided; 	<p style="text-align: center;">Maximum 30 points</p> <p style="text-align: center;">15 points per reference</p> <p>Each reference submitted will be rated on a scale from 1 to 15 points per reference (for a total of 30 points for 2 references):</p>	

TECHNICAL EVALUATION CRITERIA		
Technical merit Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
<ul style="list-style-type: none"> The capability to offer technical support in both official languages (English and French). <p>References must be available for the Senate to contact two (2) weeks after the closing of the RFP.</p> <p>Note: The Senate cannot be used as a reference.</p>	<p>1–5 points: The reference reported a work of minimal similarity to the work requested in the SOW, and minimal satisfaction with the services provided including client service.</p> <p>6–10 points: The reference reported a medium degree of similarity to the work requested in the SOW and a medium level of satisfaction with the services provided including client service.</p> <p>11–15 points: The reference reported a complete similarity to the work requested in the SOW and a high degree of satisfaction with the services provided including client service.</p>	
<p>R3. Service recognition award Options</p> <p>Provide a sample list or site containing service recognition award options for each milestone category (5, 10, 15, years etc). The list or site should include pictures and descriptions for each of the listed items.</p> <p>The service recognition award options will be evaluated based on the following criteria:</p> <ul style="list-style-type: none"> breadth and quality of options that can be curated by the Senate; service recognition award options in each category that will appeal to different demographic and generational groups (e.g., different genders, age groups, lifestyle preferences, hobbies, and different personal values); showcase some service recognition award options in each category that are made in Canada and/or feature Canadian artists and artisans; showcase some service recognition award options in each category that can be customized to accommodate the 	<p style="text-align: center;">Maximum 50 points</p> <p>1–15 points: Information provided demonstrates a minimal understanding that is relevant to the rated criterion.</p> <p>16–30 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all.</p> <p>31–50 points: The rated criterion is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all elements of the rated criterion.</p>	

TECHNICAL EVALUATION CRITERIA		
Technical merit Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
Senate emblem (printed, engraved or embroidered). Annex “E” – Senate Emblem and Logo contains the Senate emblem.		
<p>R4. Service recognition award management</p> <p>The bidder shall provide the following information related to their service recognition award management processes, including but not limited to:</p> <ul style="list-style-type: none"> • lead time to ship and receive orders; • Return policy – General; • Return policy for service recognition awards damaged in shipment; • Process for handling back-order or out of stock items; • Warranties on service recognition award items; • Policy for goods subjected to Recall; • Shipping and Handling process. <p>As described in the Statement of Work (SOW) available in Annex “A”.</p>	<p style="text-align: center;">Maximum 45 points</p> <p>1–15 points: Information provided demonstrates a minimal understanding that is relevant to the rated criterion.</p> <p>16–30 points: Information provided demonstrates an understanding for most elements of the rated criterion, but not all.</p> <p>31–45 points: The rated criterion is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all elements of the rated criterion.</p>	
<p>R5. 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 service recognition 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>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>	

TECHNICAL EVALUATION CRITERIA		
Technical merit Point-Rated Technical Criterion	Maximum Number of Points Available	Cross-Reference Section
<p>R6. Information Security — Encryption — Data at Rest</p> <p>The bidder should provide details on the measures they will use to ensure that Senate data is encrypted at rest, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as Federal Information Processing Standards (FIPS) or Common Criteria.</p> <p>For the purposes of evaluation:</p> <p>measures means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and</p> <p>technology solutions means the software and/or hardware used by the bidder to encrypt data at rest.</p>	<p>Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to ensure the encryption of data that is Senate information at rest.</p>	
<p>R7. Information Security — Encryption — Data in Transit</p> <p>The bidder should provide details on the measures to be used by the bidder to ensure that Senate data is encrypted in transit, including the technology solutions for encryption and any relevant industry standard compliance/certification, such as FIPS or Common Criteria.</p> <p>For the purposes of evaluation:</p> <p>measures means the actions taken and implemented by the bidder to ensure data encryption (including policies, standards, procedures, etc.); and</p> <p>technology solutions means the software and/or hardware used by the bidder to encrypt data in transit.</p>	<p>Maximum 15 points</p> <p>1–5 points: Information provided demonstrates that the bidder has basic measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>6–10 points: Information provided demonstrates that the bidder has moderate measures and technology solutions in place to ensure the encryption of data that is Senate information in transit.</p> <p>11–15 points: Information provided demonstrates that the bidder has comprehensive measures and technology solutions in place to ensure the encryption of data that is</p>	

TECHNICAL EVALUATION CRITERIA		
Technical merit Point-Rated Technical Criterion	Maximum Number of Points Available	Cross- Reference Section
	Senate information in transit.	
R8. Green Business Practices The bidder shall demonstrate sound environmental practices by describing two (2) initiatives they have put in place to minimize the environmental impact of their goods and services e.g., environmentally-friendly packaging, sourcing green and fairly-traded service recognition award options, etc.	Maximum 5 points 0 point: The Bidder does not demonstrate environmental practices used by their company. 5 points: The Bidder demonstrate environmental practices used by their company.	
Total of all point-rated technical criteria	220 points	
Minimum passing mark	143 points	

4. Presentation and Samples (Phase 3)

The top three (3) highest scoring bidders who obtained a passing mark or higher on the Technical Point Rated Criteria will be invited to present and demonstrate their solution to the Senate of Canada.

The presentations will take place on date (exact date and time to be confirmed) and will be presented remotely using Zoom or MS Teams or in person at the Senate premises in Ottawa (at the Bidders expense). The three (3) Bidders will be given a minimum of ten (10) business days notice to prepare their presentation and send the samples.

Each invited bidder can have up to a maximum of three (3) representatives to the presentation, the proposed account manager should be included amongst the representatives. Each invited bidder will have forty-five (45) minutes (to conduct their presentation and one half (1/2) hour to field questions from the evaluation team.

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.

As per mandatory criteria M11, the Bidder must send three (3) sample service recognition award options to be evaluated for quality along with the Presentation. The options will be selected by the Senate from the list submitted in R3 and communicated to the Bidder prior to the presentation. The samples are to be sent to the Senate at the Bidder's own expense. The items will be returned to the bidder at the Senate's expense within 15 days of the presentation.

Focus should be put on the following:

	Point Rated Criterion	Maximum No. of Points Available
Presentation	<p>Bidders shall provide a general overview of their bilingual (French and English) recognition platform solution.</p> <p>The demonstration shall include an overview of the following:</p> <ul style="list-style-type: none"> • How the tool works and its functionality, specifically identifying compliance with the mandatory requirements in this RFP; • Downloading information and reporting ; • Overview of technical IT security controls available to safeguard Senate data; • User interface <ul style="list-style-type: none"> ○ Bilingual, ○ Customizable for Senate look and feel; • Ease of use for : <ul style="list-style-type: none"> ○ Navigation, ○ Login, ○ Service recognition awards selection and ordering process; 	<p>Maximum 60 points</p> <p>0 – 10 points: Unsatisfactory – vaguely described, rated area is minimally addressed</p> <p>11 – 30 points: Satisfactory – some details described, rated area is basically covered</p> <p>31 – 60 points: Superior – very well defined – rated area is entirely covered</p>
Samples	<p>Sample matches the image and description provided</p> <p>The quality of materials and construction of the sample</p> <p>Condition and presentation of the sample (packaging, condition after shipping, etc.)</p>	<p>15 points</p> <p>Each sample submitted will be rated on a scale from 0 to 5 points per sample (for a total of 15 points for 3 samples):</p> <p>0 points: The sample is of low quality, does not match the image and description and/or was poorly packaged.</p> <p>5 point: The samples is of good quality, matches the image and description and was adequately packaged.</p>
	Total points for Presentation and Samples	750 points Maximum
	Minimum passing mark	49 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 supplier 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

In Phase 3, the top three (3) responsive bidders after the completion of Phases 1 and 2 will be invited to a virtual Interview to present their solution to the evaluation committee. If any Phase 3 presentation does not obtain the required minimum overall points for the presentation, the bidder will not be given further consideration.

Phase 4 – Determination of Highest Ranked Bidders

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

- Technical Proposal is worth 50% of the total points obtained
- Presentation is worth 50% of the total points obtained
- Total Technical and Presentation is worth 70% of the final score
- Financial (Price) is worth 30% of the final score

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

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

$$\begin{array}{rcl}
 \text{Total combined rating (rated} & & \\
 \text{(50\% + Presentation (50\%)) x} & & \\
 \text{70\%} & + & \text{Lowest price received x 30\%} & = & \text{Combined} \\
 & & & & \text{Total Score} \\
 \hline
 \text{Maximum number of points} & & \text{Bidder's price} & & \\
 \hline
 \end{array}$$

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 supplier 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 supplier 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 supplier in performing their obligations under this contract that is caused by events beyond the supplier'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 supplier shall deliver, in a form satisfactory to the Senate, a "work around plan" that includes alternative sources and any other means that the supplier will utilize to overcome the delay.
- III. Unless the supplier 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 supplier 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 supplier 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 supplier 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 supplier 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 supplier 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 supplier, 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 supplier 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 suppliers generally would expect of a competent supplier 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 supplier

- I. The supplier 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 supplier 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 suppliers or proprietary in nature to the Senate or to a third party to which the supplier or any of its employees, or affiliates or sub suppliers 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. Safeguarding of Senate Information

- I. The contractor must ensure that all 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 the information from Canada without the prior written consent of the contracting authority in accordance with Section 7- Notice of this contract.
- 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.

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

- I. Subject to subclause 13.II, upon the termination of the contract, the supplier 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 — whether paper-based or electronic — prepared by the supplier for the benefit of the Senate. Once the Senate confirms receipt of the information, the supplier must destroy the information and provide the Senate with a certificate of destruction.
- II. If the supplier 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 supplier may retain information referred to in subclause 12.I until the applicable legislative deadline, at which time they must immediately destroy the information and provide a certificate of destruction to the Senate.



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

- I. Despite subclause 14.I, the supplier must comply with any instruction provided by the contracting authority, during the term of the contract, in relation to the destruction of specific information that is received or generated by the supplier for the benefit of the Senate. In particular, the contractor must comply with any instruction requiring the contractor to, at any time during the term of the contract, provide specific information to the Senate in a usable format and, once the Senate confirms receipt of the information, wipe it from their systems and backups and provide a certificate of destruction to the Senate.
- II. If the supplier 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 supplier may retain the information referred to in subclause 14.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 supplier 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 supplier from exercising their rights and duties hereunder.
- II. The supplier 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 supplier 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 supplier or any of their affiliates or sub suppliers 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 supplier understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the supplier and agrees to immediately return any advance payments.

15. Miscellaneous Restrictions

- I. Under no circumstances shall the supplier 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 supplier is engaged as an independent supplier providing services to the Senate; and
 - b. that the supplier'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 supplier 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 supplier 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 sub supplier at any tier to perform any part of the work.
- II. In any subcontract, unless the contracting authority agrees in writing, the supplier must ensure that the sub supplier 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 supplier is responsible for performing this contract and the Senate is not responsible to any sub supplier. The supplier is responsible for any matters or things done or provided by any sub supplier under this contract and for paying any sub suppliers for any part of the work that they perform.

17. No implied obligations

- I. It is the intention of the parties that this agreement is for the provision of services. The supplier is engaged as an independent supplier providing services to the Senate in accordance with this contract. The supplier'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 supplier 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. Any documents produced by the supplier in the performance of this contract, as well as the copyright in those documents, are the property of the Senate. The contractor permanently waives their moral rights in any such documents and, if requested, must provide the Senate a written permanent waiver of moral rights from every author that contributed to those documents.
- II. The supplier retains ownership of any of its previously existing intellectual property that it uses in the performance of the contract.
- III. The Senate may provide the supplier with permission to use elements of its visual branding, including the Senate emblem, as part of its performance of the contract. This permission does not extend to any other use.

21. Conflict of Interest

- I. The supplier 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 supplier 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 supplier 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 supplier, 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 supplier 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) meters) of entrances, exits, windows or air intakes of Senate-occupied buildings in the Parliamentary Precinct.

If suppliers 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 supplier 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 supplier 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 K1A 0A4

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

The contracting authority is responsible for the management of this contract and any changes to this contract must be authorized in writing by the contracting authority. The supplier 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. Supplier's Representative

The supplier'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 supplier must provide the services of those individuals unless the supplier is unable to do so for reasons beyond their control.
- II. If the supplier 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 supplier and be acceptable to the Senate. The supplier 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 supplier 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 supplier 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 supplier 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 supplier'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 resulting contract will be for an initial period of **three (3) years from signature of contract** as described in Annex “A” – Statement of Work (SOW).

2. Option to Extend the Contract

- I. The contract may be extended for **two (2) additional (1) one-year periods** at the same terms and conditions. Pricing may be negotiated.
- II. The Senate may exercise this option at any time by sending a written notice to the Supplier at least **ten (10) 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 supplier will be paid for the costs reasonably and properly incurred in the performance of the work, as determined in accordance with 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 supplier satisfactorily completing all of their obligations under the contract, the Supplier will be paid in accordance with prices 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 contract award, all prices quoted in the Contractor’s offer Annex “B” – All-inclusive Pricing and Basis of Payment, will remain firm for a period of three (3) years. Thereafter, on an annual basis, the Contractor may review the price list and may propose increases. Such increases must not be greater than the consumer inflation factor as specified in the Canadian Consumers Price Index for the previous year. The Contractor must provide the Senate with a thirty (30) day written notice for any increase in cost of goods 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 supplier will submit a detailed invoice for each key deliverable. The itemized invoice must include, at a minimum, the service rendered (e.g. implementation, maintenance, etc.) and /or the name of the recipient, the date(s) the service was performed/good delivered, the item that was selected and delivered, and the Business Registration Number (BN) when sales taxes are included and the contract reference number.
- II. The supplier’s certified invoice shall be forwarded by post or courier to



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

Or

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

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

7. Method of payment

- I. Payment will be by direct deposit. The Senate will deposit all payments directly into the supplier's account. Please submit a completed supplier creation and direct deposit enrollment form at Annex "F" with your bid.
- 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 Supplier 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 supplier. In the event that the Senate is not responsible for the delay in paying the supplier, no interest will be paid.
- f. the Senate will not be liable to pay the supplier any interest on unpaid interest.



ANNEX “A” – STATEMENT OF WORK (SOW)

1. Title

Online service recognition platform for the Senate’s Employee Service Milestone Recognition Program.

2. Objective

As an important component of its Employee Service Milestone Recognition Program, the Senate of Canada (Senate) is seeking a supplier who can provide Senate employees access to an online service recognition platform providing new high-quality service recognition awards, in different price ranges. The supplier must be able to ship service recognition award selections both directly to the Senate or to a Senate employee’s home address, as directed by either the Senate or its employees. The online service recognition platform should be able to reflect the overall Senate brand (emblem, colors, some of its terminology, etc.). Please see Annex “E” – Senate Emblem and Logo contains the Senate emblem and Logo, for more details.

3. Background

The Senate possesses a unique workforce composed of approximately 260 employees working in 105 offices of senators, in addition to approximately 485 employees working within the Administration.

The goal of the Senate’s Employee Recognition program is to align recognition with organizational values (service, integrity, diversity, respect), support high employee engagement and recognize employee contributions that drive high organizational performance and create a respectful, fair, inclusive workplace where employees feel a strong sense of belonging. In support of this program, the Senate Human Resources Directorate (Senate HR) is seeking a supplier to provide an online service recognition platform that will facilitate the selection, administration, distribution and tracking of service recognition awards, intended to recognize and celebrate employees who achieve long-service milestones.

4. Scope of Work

A. Responsibilities related to the online platform’s development and administration

The Supplier, under the direction of Senate HR, shall provide for:

- Platform development and customization:
 - make available to the Senate an online platform that provides a good selection of high-quality service recognition awards;
 - make available a minimum of ten (10) options;
 - provide its full platform in both official languages, English and French; when accessing the online platform, users must be able to toggle between the two, according to their preference; and
 - work with the Senate project authority to customize the user interface of the online platform to reflect the Senate’s brand and prestige.
- Platform launch and administration:
 - coordinate the creation of Senate user accounts as required and provide Senate users with login credentials (if applicable/necessary);
 - collaborate with the Senate project authority to plan the successful launch of the Senate’s online service recognition platform within the institution, including contributing to pertinent communication materials;
 - deploy and host the above-mentioned platform via the Supplier’s own online platform, systems, and website;



- ensure user access to the platform on a 24/7 basis;
- provide prompt technical assistance (within 24 hours) to users in both official languages, English and French, if and when technical difficulties arise; and
- immediately notify the Senate project authority of any issues, problems, or areas of concern as they arise;

- Reporting:
 - provide reports, on a monthly basis and upon request, or provide authorized users at the Senate the capacity to generate reports on demand (self-service). The reports shall include:
 - i. User status:
 - 1. List of authorized recipients,
 - 2. Outstanding recipients (pending selection),
 - 3. Processed recipients;
 - ii. Order status:
 - 1. List and quantity of items ordered, delivered and pending,
 - 2. List of returns;
 - iii. Order history;
 - iv. Results from a customer satisfaction questionnaire administered to recipients shall be available on a quarterly basis (quality of product, timeliness, service satisfaction.);
 - v. Other metrics.

- Information technology and management (IT/IM):
 - ensure its online platform supports PC based browsers and is also mobile friendly for smartphones and tablet, iPad browsers;
 - ensure its online platform meets Web accessibility standards WCAG 2.1 level AA or more;
 - ensure its online platform supports the latest version of the following major web browsers:
 - i. Google Chrome, and
 - ii. Apple Safari;
 - The solution must have robust enterprise grade logical security controls to mitigate cyber security risks to confidentiality, integrity, and availability of the online service recognition platform and the Senate data stored within.

B. Supplier Responsibilities related to service recognition award selections, shipping, and delivery

The supplier, under the direction of Senate HR, shall:

- 1) provide a selection of high-quality service recognition award options that:
 - Has a breadth of options that can be curated by the Senate project authority;
 - will appeal to different generational and demographic groups (e.g., different genders, different age groups, differing lifestyle preferences, different values);
 - some that can accommodate the Senate emblem (printed, engraved, or embroidered). Please note that such service recognition awards shall require Senate approval for emblem size, color, placement etc., before they are processed and/or shipped; and
 - showcase some products made in Canada and/or by Canadian companies, artists, or artisans.

- 2) ensure the online service recognition award platform
 - is of equal quality in both official languages (English and French);
 - features a clear photograph and detailed description of each service recognition award option, including details related to sizing, color and grade, where appropriate;



- is regularly updated to reflect accurate and current information on service recognition award options that are in stock or on back order; and
- promptly inform and work with the Senate Project Authority to provide suitable alternate service recognition award options when a selection is no longer available.

3) Service recognition award categories values

- offer a selection of service recognition awards valued between \$50 to \$400, in \$50 increments, for each five-year service milestone as per the table below:

Years of Services	Value
5 years	\$50.00
10 years	\$100.00
15 years	\$150.00
20 years	\$200.00
25 years	\$250.00
30 years	\$300.00
35 years	\$350.00
40 years +	\$400.00

- Any customization costs (emblem, etc.) if applicable shall be a part of the above listed values.

4) Recipients

- offer a selection of service recognition awards to recipients in each milestone category.

Note #1: the first year of contract will include all recipients from the past **three (3) years (2020, 2021, 2022)** as well as the current year 2023 Subsequent contract years will be for the year in progress.

Note #2: the sample number of recipients below represent a single year and is for estimation purposes only; they may vary from year to year depending on employee tenure.

Note #3: recipients for (5) five years of service will be recognized starting in 2023

Years of Service Milestone Categories	Estimated number of recipients per typical year
5 years	45
10 years	15
15 years	12
20 years	10
25 years	4
30 years	4
35 years	1
40 years +	1

5) Minimum order

- not apply any minimum orders (e.g., minimum spend and/or minimum volume of service recognition awards).

6) Order Processing Time for in-stock Products

- Process and ship orders promptly, within 10 days or a mutually agree upon lead times and/or terms which are mutually beneficial to both parties in cases of shipping industry delays.

7) Packaging:



Package orders in a manner that ensures:

- they reach recipients in good condition, without any damages;
- minimal packaging necessary;
- general good environmental practices are leveraged, such as using recycled materials.

8) Quality Assurance

- Perform all necessary quality assurance procedures to ensure service recognition award selections are delivered to Senate employees whole, in good working order and appropriately packaged. Products may be rejected upon delivery and returned to the Supplier if:
 - The products or packaging of products are defective (e.g., broken and/or damaged); or
 - The products or packaging of products are not delivered as agreed; or
 - The products were substituted without prior approval of the Senate.

9) Return policy

- The supplier is responsible for all shipping costs related to the return and replacement of any damaged or defective products. The Senate will not be responsible for any re-stocking charges due to damaged or defective products received.

10) Products on Back Order

- Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, the recipient will have an option to cancel or continue with the back ordered item thus accepting the mentioned delay.

11) Product Warranty

- The supplier shall warrant all its products from the date of receipt by the recipient against, but not limited to the following conditions:
 - i. Faulty material; and
 - ii. Manufacturing defects.

Where a manufacturer's warranty applies to the products, the supplier shall be responsible for arranging product exchange. All shipping costs related to approved warranty exchanges shall be at no cost to the Senate.

12) Recalls on Merchandise

- Have a process in place to advise the Senate of any defective products recalled by the manufacturer or any Standards Development Organization ("SDO") (e.g., Canadian Standards Association), which have been ordered by Senate users through the supplier's online service recognition platform. Regardless of the nature of the recall (e.g., voluntary), the supplier shall be responsible for any shipping and replacement costs related to the recall.

13) Shipping

- Be responsible for all shipping activities, including ensuring the timely and safe arrival of all goods to the destination specified, including:
 - Tracking of shipments;
 - Confirmation of receipts.
- Provide the option to ship orders directly to the recipient or to a location specified by the Senate.
- The Senate reserves the right to validate shipping costs from time to time.
- The Senate will not pay duty costs on any items.

14) Customer service

- Offer customer service to all recipients by responding to all enquiries:



- in both official languages;
- between 9 a.m. and 5 p.m. Eastern Standard Time from Monday to Friday;
- by email or by phone through a toll-free number;
- in a manner accessible to people with disabilities.

15) Customer satisfaction

- The supplier shall offer the recipients the opportunity to provide feedback related to their customer satisfaction through a questionnaire evaluating the quality of product, timeliness, service satisfaction.

5. Roles and Responsibilities

The supplier shall:

- assign an account manager, who is proficient in both official languages and who possesses a minimum of three years of experience in managing a comparable awards program, to be the main point of contact for the Senate's project authority;
- provide timely responses and be available to the Senate Project Authority during normal working hours i.e., be available between 9 a.m. and 5 p.m. ET and respond promptly to emails, calls, etc.);
- ensure that all customer services are accessible to people with disabilities;
- develop and deploy the Senate's online service recognition platform by:
 - a) developing an online service recognition platform to the specifications of the Senate and launch this platform via its own systems, and website within 2-3 months of the signature of the contract; and
 - b) providing any support, guidance, and instructions necessary to ensure a smooth implementation of the online service recognition platform within the Senate community; and
 - c) collaborate with the Senate project authority to disseminate key communications to recipients;
- actively maintain the Senate's online service recognition platform and order processing services in accordance with the requirements outlined in section **four (4) – Scope of Work**, which includes:
 - a) providing a selection of high-quality service recognition awards for recipients;
 - b) conducting business in a secure online environment;
 - c) enabling user accounts to the supplier's platform, as required;
 - d) collecting and confirming shipping information with respective users;
 - e) collaborating with the Senate to disseminate ongoing communications to users;
 - f) supplying prompt technical support in both official languages to users, by email or phone;
 - g) replacing defective service recognition awards as notified by the Senate project authority;
 - h) coordinating the shipping of service recognition awards to recipients as well as tracking the shipments and deliveries;
 - i) Providing recipient, order and customer satisfaction monitoring reports; and
 - j) Training: The supplier shall establish a method for training the Senate project authority on the processes relevant for the contract. Initial training shall be offered online through a tutorial and shall cover (but is not limited to) the use of the website to input recipients, process orders and extract reports for the project authority, within one (1) month following the issuing of the contract. Any training over and above the initial training shall be offered at no additional cost to the Senate.

The Senate shall:

- collaborate with the supplier to customize the online service recognition platform, as well as plan and deliver a smooth implementation of the platform;
- reply to Supplier's questions in a timely manner;



- provide the supplier with any necessary user information, to facilitate the creation of user accounts;
- collaborate with the supplier to develop communication products to inform, guide and promote the online service recognition platform to the Senate community;
- advise the supplier of any issues, problems, or areas of concern as they arise; and
- perform security clearance checks on the successful supplier, as and if required by Senate authorities.

Location of work:

The work will be performed remotely. On an as required basis, the Senate will provide secure and supervised remote access connectivity which will be limited to required component of the Senate IT infrastructure.

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 item/service as described in Annex “B” – Tables below. The price submitted must be inclusive of all activities, personnel and equipment to perform the work, Harmonized Sales Tax excluded.

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

Table A: Implementation Costs

TABLE A : IMPLEMENTATION COSTS	
Design and development	\$
On-boarding/set-up/training	\$
Other implementation costs (please specify)	\$
Total	\$

Table B: Service awards cost scenario:

Provide itemized costing according to the scenarios presented below

TABLE B: SERVICE AWARDS COST SCENARIO	
Scenarios	Itemized costing (including packaging, product, customization and shipping fees)
Item selected: Luggage from the 20 years (200\$) award category Dimensions: 62 cm x 70 cm x 35 cm Weight : 3 kg Ship to: Senate Premises 2303 Stevenage Drive, Ottawa, Ontario K1G 3W1.	\$
Item selected : Customized item from the 15 years (150\$) award category Dimensions: 20 cm x 10 cm x 15cm Weight : 9 kg Ship to : Fictional employee address	\$

TABLE B: SERVICE AWARDS COST SCENARIO	
Scenarios	Itemized costing (including packaging, product, customization and shipping fees)
62 Bd Gréber, Gatineau, QC J8T 8B0	
Total	\$

Table C: Annual maintenance Cost

TABLE C: MAINTENANCE COSTS (if applicable)			
	Year 1	Year 2	Year 3
Maintenance costs (please specify)	\$	\$	\$
Grand Total	\$		

Table D: Additional Costs

TABLE D: ADDITIONAL COSTS BEYOND SHIPPING, GOODS AND TAXES (PLEASE SPECIFY)	
	\$
	\$
	\$
Total	

Table A+B+C+D: Summary of Costs		
		Total Table Price
1	Table A – Implementation Costs	\$
2	Table B – Service awards cost scenario	\$
3	Table B – Maintenance costs	\$
4.	Table C – Additional costs beyond shipping, goods and taxes	\$
	Total of Table A + B + C + D	\$

The total cost will be used for evaluation purposes only.



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” – REFERENCE FORM

Please replicate this form for each reference

Bidder Name	
Name of Organization	
Size of the organization (number of employees)	
Name of project lead	
Title	
E-mail address	
Telephone number	
Start and End date of contract	
Reference from the public sector	Yes <input type="checkbox"/> No <input type="checkbox"/>
Reference received serviced bilingual service (French and English)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Brief project summary	
Client satisfaction – to be completed by the Senate	



ANNEX "E" – SENATE EMBLEM AND LOGO



SENATE | SÉNAT
CANADA



SENATE | SÉNAT
CANADA



SENATE
SÉNAT
CANADA



ANNEX "F" - 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