

 SENATE  SENAT CANADA	REQUEST FOR PROPOSAL (RFP)
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Subject: **Board Management Solution**
 For further details, please refer to the Statement of Work attached as **Annex "A"** of this document.

Issue Date: January 22, 2021	Closing Date and Time: February 12, 2021 at 11:00 EST	RFP No: SEN-043 20/21
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SENATE INFORMATION

<p>For all inquiries the Contracting Authority is:</p> <p>Contact: Kelly Shields Title: Senior Procurement Officer Address: 40 Elgin Street, Room 1110 Ottawa, ON K1A 0A4, Canada Telephone no: 613-995-8888 E-mail: Proc-appr@sen.parl.gc.ca</p>	<p>Offers can be delivered by e-mail only to the address of the Contracting Authority below.</p> <p>E-mail: Proc-appr@sen.parl.gc.ca</p> <p>PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.</p>
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BIDDER SIGNATURE BLOCK

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

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

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The RFP is divided into six (6) parts plus 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, the Annexes, Basis of Payment, and any other annexes;
- Part 6 Terms of Work and Payment
 - Annex A Statement of Work;
 - Annex B Basis of Payment;
 - Annex C Language Proficiency;
 - Annex D Direct Deposit Form

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for a Board Management Solution, as defined in the Statement of Work at Annex "A", for **one year from the date of contract signature. The implementation of the service must be completed in 8 weeks' time, from the date of contract award.**

3. Debriefings

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

Submissions will be accepted in either English or French.

5. Key Terms and Definitions

Term	Definition
Account Representative	An employee of the contractor and who manages the relationship between the Senate of Canada and the Contractor. Does not manage the running of the project.
Bidder	the person or entity submitting a bid to perform a contract for the purchase of goods. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Contract Price	the amount expressed in the contract to be payable to the Contractor for the finished work.
Contracting Authority	means the person designated in this RFP and any resulting Contract, or by notice to the Bidder, to act as the representative of the Senate of Canada of any resulting contract.
RFP	Request for Proposal
Day	means working day unless otherwise specified
Responsive Bid	a bid that complies with the request for proposal and all prescribed procurement procedures and requirements
Senate	the Senate of Canada
SME	Subject Matter Expert
SOW	Statement of Work - the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.
WORK	as per defined in the SOW
COTS	Commercial-off-the-shelf
Granular Security	Granular in relation to permissions, authorization and security means many levels of permissions; ability to restrict specific actions while permitting others.

PART 2 – BIDDER INSTRUCTIONS

1. Prelude

The Senate of Canada invites “Bidders” to respond to this Request for Proposal for a Board Management Solution 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 your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Bidder to contracts must sign the RFP.
- III. Failure to sign the cover page may result in the disqualification of the Bid.

3. Irrevocable Proposals

- 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 of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **three (3) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Bid

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

5. Inquiries and Communications

- I. The contracting authority for all inquiries and other communications regarding this RFP is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder’s bid.
- II. Enquiries regarding this RFP must be received by e-mail at: Proc-appr@sen.parl.gc.ca by the Contracting Authority, no later than **February 3, 2021, by 11am 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 of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the Senate of Canada.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders simultaneously via email without revealing the sources of the inquiry.

6. Provision of False or Incorrect Information

- I. The Senate of Canada 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 of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

7. Price Justification

In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate of Canada's request, one or more of the following price justifications:

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for similar services provided to other clients; or
- c) a price breakdown showing the cost of direct labor and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Senate.

8. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a) if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the RFP or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Bidder, any of its affiliates or subcontractors, any of their respective employees or former employees had access to information related to the 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 similar services) will not, in itself, be considered by the Senate as conferring an unfair advantage or creating a conflict of interest. This Bidder remains, however, subject to the criteria established above.
- III. Where the Senate intends to reject a bid under this section, the 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 it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

9. Ownership of RFP documents

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

10. Funding Approvals

Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals 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 of Canada's internal policies. If approval is not granted, a contract cannot be awarded.

11. Applicable Laws

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

12. Level of Security

The level of security clearance required by everyone working on any resulting contract shall be "**Site Access**". A credit check can be performed when the duties or task to be performed require it or in the event of a criminal record based on the type of offence. The Senate reserves the right to raise the level of the required security clearance as needed.

13. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a) the name of each member of the joint venture;
 - b) the Procurement Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable;
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the 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.

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate of Canada 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” – Basis of Payment (one soft copy in PDF format)
- File IV: Annex “D” - Direct Deposit Form (one soft copy in PDF format)

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

- a) Use a numbering system that corresponds to the RFP.

Bidders must indicate the RFP number as part of the subject line in their electronic 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 attributed to the transmission or receipt of the email bid. The Senate will send a confirmation email to the Bidders when the submission is received.

File I: Mandatory Criteria

In the Mandatory Criteria Section of their proposal, 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 their approach in a thorough, concise and clear manner for carrying out the work.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate of Canada 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 Proposal - Annex “B” – Basis of Payment

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their Financial Proposal, in Canadian funds, in accordance with the Basis of Payment in Annex “B”. The total amount of Applicable Taxes must be shown separately.

File IV: Annex “D” – Direct Deposit Form

Bidders must complete, sign and return Annex “D” – Direct Deposit 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 and financial bid.
- II. The Senate of Canada shall conduct the Request for Proposal process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their proposal is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being declared non-responsive and will receive no further consideration.

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being deemed non-compliant.
- II. The bidder must include the Mandatory Criteria table in their proposal and ensure that the page and paragraph number in the Bidders' Proposal is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFP. No further consideration will be given to bidders not meeting all the mandatory criteria.

The mandatory criteria are:

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
M1. COTS Bidder <u>must propose a COTS (Commercial-off-the-shelf) Board Management Solution that has been commercially available in Canada for at least five (5) years.</u>	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating: <ul style="list-style-type: none"> • The number proposed COTS Board Management Solution has been commercially available in Canada for five (5) years. This information must be provided under Mandatory Criterion (M1) in your submission. Failure to provide this information will result in your proposal being given no further consideration.		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M2. Training and Support Services</p> <p>The Bidder must state they can provide bilingual training and support, service as per Annex C – Language Proficiency Level Advanced, with both the implementation and throughout the duration of service of this solution.</p>	<p>In order to meet this Mandatory requirement, the Bidder must:</p> <ul style="list-style-type: none"> • Must detail the level of support offered, and provide the support contact information <p>All information requested must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p>M3. References</p> <p>The Bidder must provide references from two (2) private and/or public organizations in Canada that have been using their Board Management Solution in the past three (3) years as identified in the Annex “A” Statement of Work.</p> <p>The Senate of Canada cannot be used as a reference.</p> <p>The Senate of Canada reserves the right to contact any or all these references.</p>	<p>In order to meet this Mandatory requirement, the Bidder must:</p> <p>the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Client (name of the organization); • Contact name; • Phone number and /or; • Email Address; and • Brief description of similar work performed and dates of the contract. <p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M4. Account Representative</p> <p>The Bidder must designate an account manager who will act as the principal point of contact for all matters related to the services described in Annex “A” – Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Account Representative’s full name <p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	proposal being given no further consideration.		
<p>M5. Information Management</p> <p>I. Retention</p> <p>The software is to provide access to documents of current session only (up to 4 years long). In that context, the Bidder must provide tool/mechanism allowing the Senate to extract and migrate documents to a designated location and dispose of documents when needed or at the end of the initial period of the contract.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M5-I) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Information Security</p> <p>I. Permissions</p> <p>The software must provide access to documents based on granular, per document, per user, or per group permission (e.g.: only Senators must be able to access documents marked 'For Senators only').</p> <p>The solution must allow for the creation, modification, and deletion of various user access groups.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6-I) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Information Security</p> <p>II. <u>Data Ownership</u></p> <p>Any data captured, stored, processed by the Board Management Solution will remain property of the Senate of Canada.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6-II) in your submission.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your proposal being given no further consideration.		
<p>M6. Information Security</p> <p>III. <u>Encryption - data at rest</u></p> <p>The proposed solution must encrypt data on mobile devices, including smart phones and tablets.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6-III) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Information Security</p> <p>IV. <u>Encryption - data in transit</u></p> <p>The proposed solution must encrypt data while in transit to and from mobile devices, including smart phones and tablets.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6-IV) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Information Security</p> <p>V. <u>Secure Web Access</u></p> <p>All web-based access to the solution must be encrypted with a minimum of 256-bit encryption.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> Provide details on the level of encryption provided demonstrating compliance with this requirement. <p>This information must be provided under Mandatory Criterion (M6-V) in your submission.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your proposal being given no further consideration.		
<p>M6. Information Security</p> <p>VI. User Authentication</p> <p>The solution must limit access to authorized users.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M6-VI) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M7. Account Creation and user access</p> <p>The Senate administrator(s) of the solution must have the ability to create new user accounts, edit and delete existing user accounts, and establish access permissions for these user accounts.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M8. Language - Application</p> <p>Bidder <u>must provide assurance</u> that the proposed solution, including but not limited to the web interface and all reports, will be available in both of Canada's official languages (French and English)</p> <p>The proposed solution must allow users to access a shared (common) instance of the</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>application in the language of their choice (French or English).</p> <p>A solution that requires separate, independent instances of its database to support both languages <u>is not considered shared and will be rejected.</u></p>	<p>Criterion (M8) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M9. Quantity of Users</p> <p>Bidder <u>must provide assurance</u> that the proposed solution, including but not limited to the web interface and all reports, will be accessible to up to 100 concurrent users at any time.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M10. Size of Document</p> <p>Bidder <u>must provide assurance</u> that the proposed solution, including but not limited to the web interface supports up to a 1000 documents for a total size up to 10 GB.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M10) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M11 Accessibility Requirements</p> <p>All aspects of the solution must meet or exceed the Web Content Accessibility Guidelines (WCAG) 2.0, level AA.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M11) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M12 Printing</p> <p>The solution will support the ability for users to print documents.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a the following information:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M12) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M13 Software Compatibility</p> <p>The solution must be compatible with all operating systems and software applications enumerated in the Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • a statement indicating compliancy with the mandatory requirement <p>All information requested must be provided under Mandatory Criterion (M13) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M14. On Premise Solution</p> <p>The Bidder must confirm in writing that their proposed solution resides “On premise” and will be installed on Senate servers, and all related data will be stored locally on Senate servers.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M14) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M15. Security Updates</p> <p>The Bidder must confirm in writing that security update to address any discovered vulnerabilities will be promptly released.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M15) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **126 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 bids on a point rating system based on evaluation criteria.
- III. The Bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the Bidders’ Appendix is indicated in the column entitled “Cross Reference” for all rated information included.
- IV. Bidders must include all information relating to the criteria in the Bidder’s Technical Bid. All information contained within the Bidder’s Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are:

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
<p>R1. Training Plan</p> <p>Bidder <u>shall demonstrate</u> having experience providing training and support services in both of Canada's official languages (French and English), as per Annex C – Language Proficiency Level Advanced. The Bidder shall provide an outline of the training plan and support material.</p>	<p style="text-align: center;">Maximum 20 points</p> <p>0-7 points – Information provided demonstrates minimal understanding on the requirement.</p> <p>8-13 points – Information provided demonstrates general understanding on the requirement.</p> <p>14-20 points – Information provided demonstrates extensive understanding on the requirement.</p>	
<p>R2. Granular Document Security</p> <p>Bidder shall describe what types of granular security controls can be applied to specific documents.</p> <p>These can include but are not limited to:</p> <ul style="list-style-type: none"> • Prevent printing • Prevent editing • Prevent extracting file from solution <p>The bidder must describe how this would be applied, i.e. Based on security levels of documents</p>	<p style="text-align: center;">Maximum 10 points</p> <p>0-3 points – Information provided demonstrates minimal granular security controls availability.</p> <p>4-7 points – Information provided demonstrates general granular security controls availability.</p> <p>8-10 points – Information provided demonstrates wide-ranging granular security controls availability.</p>	
<p>R3. Third Party External IT Security Review.</p> <p>Bidder shall describe if, what type, and frequency of external IT security reviews are applied to the solution. These can include but are not limited to:</p> <ul style="list-style-type: none"> • Code review • Vulnerability Assessments • Penetration testing, • Etc. 	<p style="text-align: center;">Maximum 20 points</p> <p>0-7 points – Information provided demonstrates minimal external IT security reviews.</p> <p>8-13 points -- Information provided demonstrates general external IT security reviews.</p> <p>14-20 points – Information provided demonstrates extensive external IT security reviews.</p>	
<p>R4. Authorized Devices</p> <p>The bidder shall describe if and how access to the solution can be limited to authorized devices only, for example access is limited to corporate managed</p>	<p style="text-align: center;">Maximum 10 points</p> <p>0-5 points – Information provided demonstrates minimal ability to limit accessibility to the solution to authorized devices.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
devices.	6-10 points – Information provided demonstrates comprehensive ability to limit accessibility to the solution to authorized devices.	
<p>R5. Multifactor Authentication</p> <p>The bidder shall describe if and how the solution supports Multifactor Authentication for accessing the solution portal or application.</p>	<p>Maximum 10 points</p> <p>0-3 points – Information provided demonstrates minimal ability to support Multifactor Authentication for accessing the solution portal or application.</p> <p>4-6 points – Information provided demonstrates wide-ranging ability to support Multifactor Authentication for accessing the solution portal or application.</p> <p>7-10 points – Information provided demonstrates Multifactor Authentication integration with Azure Active Directory to access the solution portal.</p>	
<p>R6. Remote Lock and Wipe</p> <p>The bidder shall describe if and how the solution supports remote capabilities of locking an account and wiping all board related data if a mobile device is lost or stolen.</p>	<p>Maximum 10 points</p> <p>0-5 points - Information provided demonstrates minimal ability to support remote capabilities of locking an account and wiping all board related data on a mobile device.</p> <p>6-10 points Information provided demonstrates comprehensive ability to support remote capabilities of locking an account and wiping all board related data on a mobile device.</p>	
<p>R7. Auditing and logging</p> <p>The bidder shall describe what type of auditing and logging natively exists within the solution.</p>	<p>Maximum 20 points</p> <p>0-7 points – Information provided demonstrates minimal auditing and logging capabilities.</p> <p>8-13 points – Information provided demonstrates general auditing and logging capabilities.</p> <p>14-20 points – Information provided demonstrates extensive auditing and logging capabilities.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
<p>R8. Solution Updates</p> <p>The bidder shall describe software release/ security update frequency and installation process for both the solution and applications if applicable.</p>	<p>Maximum 10 points</p> <p>0-5 points – Information provided demonstrates limited software release / security update frequency, complex installation process.</p> <p>6-10 points – Information provided demonstrates regular release software release / security update frequency, simple installation process.</p>	
<p>R9. Authentication Logs</p> <p>The bidder shall describe if the solution can, at user log in, inform the user of last successful login.</p>	<p>Maximum 5 points</p> <p>0-5 points – Information provided demonstrates the ability to notify a user of limited last successful login to the board solution.</p>	
<p>R10. User Authentication Methods</p> <p>The bidder shall provide of description of the user authentication methods supported by the solution. For example, ability to use existing credentials (e.g. Federated identity, Azure Active Directory, Active Directory).</p>	<p>Maximum 15 points</p> <p>0-5 points – Information provided demonstrates limited options for user authentication.</p> <p>6-10 points – Information provided demonstrates options for user authentication which includes federated identity that would enable senators to use their Senate domain network account credentials to authenticate.</p> <p>11-15 points – Information provided demonstrates options for user authentication which includes Azure Active Directory that would enable senators to use their Senate domain network account credentials to authenticate.</p>	
<p>R11. Hardware/Software/Network Configuration Information Requirements</p> <p>Bidder shall provide detailed technical configuration and specifications required for the new system as described in the Statement of Work. This shall</p>	<p>Maximum 15 points</p> <p>0-5 points – Limited information on the technical configuration and specifications required for the solution is provided.</p> <p>6-10 points – General information on the technical configuration and specifications</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
include all hardware, operating systems, database requirements, web services, etc.	required for the solution is provided. 11-15 points – Detailed Information on the technical configuration and specifications required for the solution is provided.	
R12. Hardware/Software Complexity and Resources Requirements Bidder shall provide information on the level of complexity and level of hardware/software resources required to support the solution.	Maximum 15 points 0-5 points – Proposed solution is overly complex and required hardware/software resources appear excessive. 6-10 points – Proposed solution is complex and required hardware/software resources appear high. 11-15 points – Proposed solution is simple and required hardware/software resources appear standard.	
R13. Information Security The solution shall have the ability limit unsuccessful logon attempts.	Maximum 5 points 0-5 points – Information provided demonstrates the ability to limit unsuccessful logon attempts.	
R14. Networking Configuration Information Requirements Bidder shall provide detailed information on the level of network configuration required by the solution in relation to Internet, Intranet, Firewall, etc.	Maximum 15 points 0-5 points – required configuration for the solution appears extensive and requires numerous custom ports and protocols. 6-10 points –required configuration for the solution requires some custom ports and protocols appears reasonable. 11-15 points - required configuration for the solution only makes use of standard ports and protocols.	
Total of all the Point Rated technical criteria (180)		
Total minimum score to achieve (70%)	126 points	

4. Presentation

The top two (2) 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 in February 2021 (exact date and time to be confirmed) and will be presented remotely using Information Technology. The two Bidders will be given a minimum of three (3) days notice to prepare their presentation.

Each invited bidder can have up to a maximum of three (3) representatives to the presentation. Each invited bidder will have one half (1/2) hour 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.

Focus should be put on the following:

	Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
1	<p>Bidders shall provide a general overview of their bilingual (French and English) Software</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 indentifying compliance with the mandatory requirements in this RFP • Downloading information and Reporting • Overview of technical IT security controls available to safeguard Senate data. • Bilingual interface • Ease of use. 	<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

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. The Bidder must bid on all items listed in Annex “B” – Basis of Payment, Table B – Parts List, provide the required professional services as outlined in the Statement of work and not exceed the financial limitation outlined in Part 1 - General Instructions, Item 4, in order for your bid to be deemed compliant. Failure to bid on all items will result in the disqualification of your bid.

6. Basis of Selection

Highest Combined Rating of Technical Merit (Rated + Presentation) (70%) and Price (30%)

A proposal must comply with all the requirements of the RFP. If it is determined that a proposal does not comply with any of the requirements of the RFP, such proposal 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 proposals will be evaluated for their compliance with the mandatory criteria. Any proposal 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 proposals that are deemed responsive in Phase 1 will be evaluated against the rated technical criteria. If any Phase 2 Proposal does not obtain the required minimum overall points for the technical evaluation criteria, such proposal will not be given further consideration.

Phase 3 - Presentation

In Phase 3, a maximum of the top two proposals who have obtained the required minimum overall point for the technical evaluation criteria, will be invited 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 Bidder

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 40% of the total points obtained
- Presentation is worth 60% 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

(Rated (40%) + Presentation (60%) x 70 ----- + Evaluation Score Maximum Number of Points	+	Lowest Price x 30 ----- = Combined
		Bidder's Price

The bidder with the highest combined evaluation score will be considered for the award of a contract.

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

PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from the request for proposal.

1. Appropriate Law

This contract shall be governed by and construed in accordance with the laws in force in the province of **Ontario**.

2. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada 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 of Canada.

3. Time is of the Essence

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

4. Indemnity against Claims

Except as otherwise provided in the contract, the Contractor shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:

- i. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
- ii. 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 of Canada.

5. Inspection and Acceptance

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

6. Termination of Contract

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

7. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.1 shall be deemed to have been received by either party:
 - a) If delivered personally, on the day that 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
 - c) If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor

8. Warranties

The Contractor warrants that:

- I. it is competent to perform the Work required under this Contract and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. it shall provide under this Contract a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in a like situation;
- III. it has complete authority to enter into this Contract; and
- IV. all work commenced under this agreement 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 the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, 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 of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified

elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work.

10. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or contractors 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. Safeguarding of Senate information

It is a **MANDATORY REQUIREMENT** of this Contract that the Contractor insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate of Canada Contracting Authority immediately in accordance with Section 7- Notice of this contract.

12. Rules and Regulations

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

13. Miscellaneous Restrictions

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

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

15. No Implied Obligations

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

16. Performance

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

17. Amendments to the Contract

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

18. Conflict of Interest

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

19. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

20. Health and Safety

The Contractor, 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 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors 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.

21. Advertisement

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

22. Entire Contract

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

23. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

To be Determined

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

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

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

II. Project Authority

The Project Authority for the 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. Technical Authority

The Technical Authority for the Contract is:

To be Determined

The Technical Authority is the representative of the department for whom the Service is being purchased for under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical 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.

IV.

Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

Backup:

Name: _____
 Title: _____
 Phone: _____
 Email: _____

24. 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 its 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 better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

25. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the articles of the Request for Proposal including all annexes;

- b) the articles of the Contract;
- c) the Contractor's Proposal dated *(To be identified upon contract issuance)*.

26. Proactive Disclosure

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

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Contract

The Contractor shall, from **date of contract signature to xxxxxxxxxxxx** perform and complete with care, skill, diligence and efficiency the work that is described in this document.

2. Contract Amount

The Contractor will be paid xxxx for the costs reasonably and properly incurred in the performance of the Work and the supply and delivery of the Goods, in accordance with the Basis of Payment, to a financial limitation as indicated in Part 1 – General Information, Section 4.

3. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with rates specified in Annex “B” - Basis of Payment.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

4. Invoicing

- I. The Contractor shall submit a detailed invoice for each key deliverable which must include, at a minimum, the date(s) the service was performed, a brief summary of the work performed, and the contract reference number.
- II. The Contractor's certified invoice shall be forwarded to:

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

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

- III. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.
- IV. Payment by the Senate to the Contractor for work shall be made:
 - In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;
 - If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

5. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex C with your bid.

-
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

6. Sales Tax

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

7. Interest on Overdue Accounts

For the purpose of this section:

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

ANNEX “A” - STATEMENT OF WORK

1. TITLE

Board Management Solution

2. OBJECTIVE

The Senate of Canada wishes to contract a supplier to acquire a commercial off the shelf (COTS) board management solution that will be used for two specific committees. The solution is intended to facilitate user-friendly and secure access to confidential documents and virtual meeting information, related to the work of a Senate committee, through a bilingual platform and perform the services outlined in this Annex.

3. BACKGROUND

Committees form an important component of the work of the Senate of Canada. Similar to a board of directors, the Standing Committee on Internal Economy, Budgets and Administration (CIBA) considers all financial and administration matters at the Senate, meaning a high volume of often highly sensitive material is handled on a regular basis.

The CIBA Secretariat, which manages all processes and logistics for regular committee meetings of CIBA, recognizes there is an opportunity to streamline the ways in which senators and staff receive information related to committee meetings, including bundled documents (or books), agendas and more recently, virtual meeting information.

It has been determined that there is an opportunity to invest in a board management solution that will better organize information related to committee meetings for senators and staff, and also facilitate an easier process for producing bundles and sending information. There is also an opportunity to further enhance the security posture of how members of the committee access produced information bundles by applying comprehensive, hardened, and industry standard security controls to mitigate the risk to the confidentiality, integrity, and availability of Senate information in the Board Management Solution.

4. SCOPE

The scope of work under this contract includes the following:

A Board Management Software would provide senators and staff with a secure application or web portal, where all virtual meeting information including Zoom or Microsoft Teams links, passwords and document bundles can be found. Specifications for CIBA and the Senate for a successful bidder will include, but is not limited to the following:

Technical and Security:

- The solution must reside “On premise” and must be installed on Senate servers, and all related data must be stored locally. This will ensure the highest levels of security and reliability for highly sensitive information. Any data captured, stored, processed by the Board Management Solution will remain property of the Senate of Canada. The solution must have robust enterprise grade logical security controls to mitigate cyber security risks to confidentiality, integrity, and availability of the Board Management Solution and the Senate data stored within. These include but are not limited to strong role-based access control, strong authentication controls, encryption, auditing, use of standard ports and protocol preferable.

- The solution must limit access to authorized users.
 - The Senate administrator(s) of the solution must have the ability to create new user accounts, edit and delete existing user accounts, and establish access permissions for these user accounts. All aspects of the solution must be fully bilingual, including any interface.
 - The solution interface used by committee members must be user-friendly and intuitive.
 - All aspects of the solution must be compliant with Web Content Accessibility Guidelines (WCAG) 2.0, level AA
 - Ability to handle up to 1000 documents for a total size up to 10 GB
 - Up to 100 concurrent users at any given time, with varying access levels, with frequent updates required because of committee membership changes.
 - The solution must be able to integrate with vendor supported versions of Microsoft server operating systems.
 - The solution must be compatible with vendor supported versions of Microsoft SQL Server.
 - The solution must be compatible with vendor supported versions of Microsoft Internet Information Services (IIS).
-
- If the solution is a virtual appliance, it must be supported by Microsoft Hypervisor.
 - The solution must be compatible with vendor supported versions of Microsoft Windows 10 Enterprise operating system.
 - The solution must be compatible with supported versions of the Apple iOS and iPadOS operating system.
 - The solution must be compatible with supported version of Android OS.
 - The solution must be compatible with vendor supported versions of the Google Chrome browser.
 - The solution must be compatible with vendor supported versions of Microsoft Office 365,
 - Interactive weblinks included in information packages must launch the appropriate applications when opened, these include Office 365, Microsoft Teams, and Zoom.
 - For security purposes, Internet facing components of the solution must be kept at a minimum and properly hardened to reduce potential Internet-based attack vectors.
 - Technical support must be available for the solution administrators.
 - The solution should support Multifactor authentication for accessing the solution portal or application.
 - The solution should leverage Azure Active Directory as the authentication method, including Single sign-on and Multifactor Authentication.
 - The solution should have software releases to add features and improve functionality.
 - The solution must release timely security update to address any discovered vulnerabilities.
 - The solution must provide access to documents of current session only (up to 4 years long).
 - The solution must have a tool/mechanism allowing the Senate to extract and migrate documents to a designated location and dispose of documents when needed.
 - The solution must encrypt data at rest on mobile devices, including smart phones and tablets.
 - The solution must encrypt data while in transit to and from mobile devices, including smart phones and tablets.
 - All web-based access to the solution must be encrypted with a minimum of 256-bit encryption.
 - The solution should support additional granular security controls that can be applied to specific documents. These can include but are not limited to prevent printing, prevent editing, prevent extracting from file solution, etc.
 - The solution should undergo external IT security reviews.
 - The solution should be able to limited access to authorized devices only, for example access is limited to corporate managed devices.

- The solution should support remote capabilities for locking an account and wiping all board related data if a mobile device is lost or stolen.
- The solution should support auditing and logging.
- At user log in, the solution should inform the user of last successful login.
- Hardware/software requirements and complexity for the solution should be simple and should not exceed industry standard requirements for a comparable solution.
- The solution should have the ability limit unsuccessful logon attempts

Key Features:

- Interface acts like a portal or an “app”, where senators and staff can access information preferably both online and offline.
- Access must be granular, per document, per user, roles, or group (e.g.: only senators would be able access documents marked for “senators only”).
- Ability to choose either English and French as an operating language.
- Agendas and bundles (or books) must be easily created and modified.
- Printing of documents and information must be available.
- A notification system, must be available, in order that should a document be added or modified after the bundle has been distributed, users will be notified by an alert and be able to access the latest version.
- Archive by meeting date, allowing access to former meeting documents of the current session quickly and easily.
- Other capabilities such as electronic comments, annotations.
- Retain history and versions of agenda items and workflows.

5. CONTRACTOR RESPONSIBILITIES

- The Contractor will provide the Senate with two (2) Subject Matter Experts (SMEs) to provide guidance to the Senate’s Project team on an as requested basis, to complete the deliverables with respect to; design, implementation, installation, securing, and testing, of the Board Management Solution. These individuals must have an in-depth knowledge and expertise in the following fields:
 - Board Management Solution implementation and integration.
 - An important role for these individuals is to ensure that industry best practices are followed with the installation, configuration, and IT security hardening of the Board Management Solution.
- The implementation of the service must be completed in 8 weeks’ time, from the date of contract award and must include:
 - Assist with the installation of the solution.
 - Address problems/issues brought forth by the Senate in a timely manner
 - Tool testing
 - Training of Senate users as per Annex C – Language Proficiency. - level advanced.
- An account manager must be designated for the Senate to contact when needed for any inquiries and requirements.
- 24 hour end-user support availability
- Must provide training in both official languages as per Annex C – Language Proficiency. -level advanced when new users are added.
- Product maintenance and technical support:
 - Technical support availability during normal business hours by telephone and emails.
 - Availability of future upgrades, security updates, and product enhancements.

6. SENATE RESPONSIBILITIES

The Senate of Canada will:

- Perform the installation of the solution with the assistance of the provided Subject Matter Experts
- Provide information on the IT infrastructure and systems, as needed

- Identification of application and services
- Provide comments throughout the implementation process
- Provide administrator requirements and identify Senate requirements
- Access problems/issues brought forth by the Contractor in a timely manner
- Review status reports and provide feedback
- Perform user testing throughout the implementation process
- Provide list of users if required

7. CONTRACTOR DELIVERABLES

The Contractor shall submit all deliverables specified within the Statement of Work. Deliverables may include:

- I. Weekly Progress Reports that must include the following information :
 - a. High-level project status reports
 - b. status of all action/decision items originating from each task, as well as a list of outstanding activities and the expected completion date;
 - c. a description of any issues or problems encountered which are likely to incur delays and require attention by the Technical Authority;
 - d. recommendations if applicable;

8. LANGUAGE OF WORK

- The resource(s) providing technical services on the product installation must be fluent in English or French.
- The resource(s) providing training on the use of the tool and for tool assistance must be fluent in English and French.

9. 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” - BASIS OF PAYMENT

Failure to return this page with your bid submission will result in the disqualification of the bid.

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

Table A: Implementation Costs				
Item	Name of Resource(s)	Rate	Hours	Extended Costs
1				
2				
Total				

Table B: Tool Subscription Costs						
Item	Description of Tool	Year 1 Rate	Year 2 Rate	Year 3 Rate	Year 4 Rate	Extended Costs
3						


Table A+B: Summary of Costs		
		Total Table Price
1	Table A – Implementation Costs	
2	Table B – Tool Subscription (Yearly Cost)	
	Total of Table A & B	

The total cost will be used for evaluation purposes only.

ANNEX “C” - LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <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. 	A person writing at this level can: <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	A person speaking at this level can: <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. 	A person reading at this level can: <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	A person reading at this level can: <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. 	A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX "D" - DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE
**Supplier Creation &
 Direct Deposit Enrollment Form**

Protected once completed

For internal use only _____
 Supplier ID Code

INSTITUTION AND ACTION REQUIRED - Please select:

Create - Senate of Canada

Reason for action:

Section 1 - SUPPLIER DETAILS

LEGAL NAME: _____ Tel: _____

OPERATING NAME: _____ Tel: _____

ADDRESS:

Street No. /PO BOX: _____ Postal Code/Zip: _____

City: _____ Province / State: _____ Country: _____

Remittance Address if different from above:

Street No. /PO BOX: _____ Code Postal/Zip : _____

City: _____ Province / State: _____ Country: _____

HST/GST (If applicable Corporation) _____

Social Insurance Number (for Contractor) _____

Section 2 - SUPPLIER PAYMENT DETAILS

CANADIAN \$ OTHER CURRENCY _____ (By Cheque Only)

Method of Payment:

CHEQUE (CND \$) DIRECT DEPOSIT - Please Attach a blank "VOIDED" cheque or other related banking documents - *Recommended*

Direct Deposit Email Payment Notification:

EMAIL Address 1 _____

EMAIL Address 2 _____

Section 3 - CONSENT

I give consent to the Senate of Canada to pay the invoices for the supplier identified in Section 2 through Direct Deposit to the financial institution that I have designated through the attach cheque with "VOID" written on it or my other attached related banking documents.

Name : _____

Signature : _____ Date : _____

COMMENTS : _____

Please submit the completed and signed form (and attachment) to the Senate Procurement Division by e-mail at:

Proc-Appr@sen.parl.gc.ca

Proc_2018-08-16