

## REQUEST FOR PROPOSAL (RFP)

**Subject:**

**Accessibility Consulting Services**

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

**Issue Date:**

**October 13, 2021**

**Closing Date and Time:**

**November 3, 2021 at 11:00 EST**

**RFP No:**

**SEN-035 21/22**

### SENATE INFORMATION

**For all inquiries the Contracting Authority is:**

**Contact:** Kelly Shields  
**Title:** Senior Procurement Officer  
**Address:** 40 Elgin Street, Room 1163  
 Ottawa, ON K1A 0A4, Canada  
**Telephone no:** 613-995-8888  
**E-mail:** [Proc-appr@sen.parl.gc.ca](mailto: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](mailto: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 prices (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 three (3) annexes, one (1) appendix 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" Direct Deposit Form
- Appendix "A" Non-Disclosure Agreement

### 2. Summary

- I. The Senate of Canada (Senate) is seeking to establish a contract for Accessibility Consulting Services, as defined in Annex "A" - Statement of Work for a period of 13 weeks from signature of contract.

### 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. Financial Limitation

- I. The total financial limitation of any resulting contract shall not exceed \$40,000.00 for Professional Services as outlined in the Annex “A” - Statement of Work;  
All applicable taxes are excluded.  
Any bid received that exceeds these amounts shall be considered non-compliant and will receive no further consideration.

## 5. Bid Submission Language

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

## 6. Key Terms and Definitions

Terms	Definitions
Account Manager	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 services. 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.
Day	means working day unless otherwise specified
NCR	National Capital Region
Senate	the Senate of Canada
SOW	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.
RFP	Request for Proposal
Responsive Bid	a bid that complies with the invitation to bid and all prescribed
Work	as per defined in the SOW
Employer	The Senate of Canada
Barrier	Anything — including anything physical, architectural, technological or attitudinal, anything that is based on information or communications or anything that is the result of a policy or a practice — that hinders the full and equal participation in society of persons with an impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment or a functional limitation.
Disability	Any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment — or a functional limitation — whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.



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## PART 2 – BIDDER INSTRUCTIONS

### 1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Proposal (RFP) to provide Accessibility Consulting Services, as described in Annex “A” – Statement of Work (SOW) set forth in this RFP.

### 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 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.
- 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 **five (5) 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 bid.

### 4. Cost Related to the Preparation of Bids

- 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. 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.

## 6. 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. RFP enquiries regarding this RFP must be received by e-mail at: [Proc-Appr@sen.parl.gc.ca](mailto:Proc-Appr@sen.parl.gc.ca) by the contracting authority, **no later than October 21, 2021 at 11h00 EDT**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable the Senate 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 posting on BuyandSell without revealing the sources of the inquiry.

## 7. 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.

## 8. Price Justification

- I. 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.

## 9. 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.

## 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 its use in connection with the preparation of a response to this RFP and shall be considered to be proprietary and confidential information of the Senate. These documents are not to be reproduced, copied, loaned or otherwise disclosed directly or indirectly, to any third party except those of its employees having a need to

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know for the preparation of the Bidders response, and the Bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

### 11. Funding Approvals

- I. Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals 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.

### 12. Applicable Laws

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

### 13. Level of Security

- I. The level of security clearance required by everyone working on any resulting contracts 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 offense. The Senate reserves the right to raise the level of the required security clearance as needed.

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## 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 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 email 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 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

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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” – Basis of Payment**

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their Financial Bid, in Canadian funds, in accordance with Annex “B” - Basis of Payment.

**File IV: Annex “D” – Direct Deposit Form**

- I. 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, technical criteria and financial bid.
- II. The Senate of Canada shall conduct the RFP process in a fair manner and will treat all Bidder's equally. 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 bid is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **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. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. For bid evaluation and contractor selection purposes only, the evaluated price of the bid(s) will be determined in accordance with Annex "B" - Basis of Payment.

### 3. 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 – Interview
- 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.

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### Phase 2 – Technical Merit - Rated Evaluation

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

### Phase 3 – Interview

In Phase 3, the top three (3) responsive bidders after the completion of Phases 1 and 2 will be invited to a virtual interview. (The evaluation criteria will be communicated to those bidders at a later date.) Bids that do not obtain the required minimum overall points for the presentation will not be given further consideration.

### Phase 4 – Determination of Highest Ranked Bidder

In Phase 4, the bids deemed responsive in Phases 1, 2 and 3, will be evaluated to determine the highest Interview score in the Phase 3 – Interview portion of the process.

The Bidder with the highest Interview 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.

## **4. 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 disqualification of the bid
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders' Bid is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. 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:

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p><b>M1. Company Information</b></p> <p>The Bidder must provide their company information.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• Company name</li> <li>• Contact information</li> <li>• The name of the account manager</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p><b>M2. Years of Experience</b></p> <p>The Bidder must demonstrate that the proposed resource(s) have a minimum of 3 years' combined experience within the last 5 years in providing accessibility consulting services as described in Annex "A" – Statement of Work</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following:</p> <ul style="list-style-type: none"> <li>• The name of the Bidder's proposed resource and the role they will be performing for the Senate Project</li> <li>• The Curriculum Vitae (CV) that details the experience of the proposed resource in providing accessibility consulting services, where the experience can come from various contracts within the designated time period.</li> <li>• The various projects or experience must be clearly indicated and the <b>start date and end date</b> for each example of experience from various contracts within the designated time period.</li> </ul>		



MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
	<p>This information must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p><b>M3. Timelines</b></p> <p>The Bidder must meet the Senate of Canada timelines as described in the Annex "A" - Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must:</p> <ul style="list-style-type: none"> <li>provide a statement indicating compliancy with this mandatory requirement</li> </ul> <p>This information must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p><b>M4. References</b></p> <p>The Bidder must provide a list of two (2) references to whom they have provided accessibility consulting services within the last five (5) years.</p> <p>The Senate of Canada <b><u>may contact</u></b> the project lead for each of the two (2) projects submitted to confirm that the work was completed in a satisfactory manner.</p> <p>Should the Senate decide to contact the references they must be available up to two weeks after the RFP close date.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> <li>a description for each project that must include: <ul style="list-style-type: none"> <li>client (name of the organization);</li> <li>Contact name of project lead;</li> <li>phone number or e-mail address; and</li> <li>brief history of work provided that includes start dates and end date of the contract</li> </ul> </li> </ul>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
Note: The Senate of Canada cannot be used as a reference.	<p>This information must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration</p>		
<p><b>M5. Data Breach Notification</b></p> <p>The Bidder must provide assurances that any data breach affecting the Senate of Canada data will be communicated to the Senate as soon as the Bidder becomes aware of the breach.</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 (M5) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p><b>M6. Data stored in Canada</b></p> <p>The Bidder must confirm in writing that all data pertaining to the Senate of Canada will be stored in Canada.</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 (M6) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		

<b>MANDATORY CRITERIA TABLE</b>			
<b>Mandatory Criteria</b>	<b>Submission Requirements</b>	<b>Met / Not Met</b>	<b>Cross Reference</b>
<p><b>M7. Financial Limitation</b></p> <p>The Bidder must provide a statement confirming they will not exceed the financial limitation value as identified in Part 1 – General Information section 4 - Financial Limitations.</p>	<p>In order to meet this Mandatory requirement, the Bidder must:</p> <ul style="list-style-type: none"> <li>provide a statement that the Bidder can provide the requested goods and services in accordance with the financial limitations as identified in Part 1 – General Information section 4 - Financial Limitations.</li> </ul> <p>All information requested must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your proposal being given no further consideration.</p>		
<p><b>M8. Acceptance of resulting contract clauses</b></p> <p>The bidder must confirm that, should they be the successful bidder, they accept the resulting contract clauses outlined in Part 5 — Resulting Contract Clauses</p>	<p>In order to meet this Mandatory requirement, the bidder must provide</p> <ul style="list-style-type: none"> <li>a statement indicating compliance with the mandatory requirement.</li> </ul> <p>All information requested must be provided under Mandatory Criteria (M8) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		

## 5. 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 **63 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:

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
<p><b>R1. Understanding the Requirement and Work Plan</b></p> <p>The Bidder shall demonstrate their understanding of the requirement by describing how they will perform the accessibility assessment and demonstrate they can provide the required report in accordance with the requirements for the Senate as identified in Annex "A" - Statement of Work.</p> <p>This should include a detailed work plan which includes at minimum, major tasks, activities, timeframe and allocated resources.</p> <p>The work plan must demonstrate how the bidder will complete the two (2) deliverables identified in the SOW while respecting the timeline identified in the SOW.</p> <p>The reply for this rated requirement must be font size 12, five (5) pages maximum, letter size 8.5 x 11 paper</p>	<p style="text-align: center;"><b>Maximum 50 points</b></p> <p><b>0 points:</b> Information provided does not address the criteria.</p> <p><b>1-16 points:</b> Information provided demonstrates a minimal understanding that is relevant to the rated criteria.</p> <p><b>17-33 points:</b> Information provided demonstrates understanding for most but not all the elements of the rated criteria.</p> <p><b>34-50 points:</b> Rated criteria is dealt with in depth and the information provided demonstrates a full range of in-depth understanding of all of the elements of the rated criteria.</p>	

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
<p><b>R2. Bidder References</b></p> <p>The Information provided in Mandatory criteria (M4) will be evaluated to determine if they have provided accessibility consulting services within the last five (5) years.</p>	<p style="text-align: center;"><b>Maximum 20 points</b></p> <p><u>Each reference submitted shall be rated on 10 points</u></p> <p><b>1-3 points:</b> The Reference provided validates a minimal similarity to the work requested in the SOW.</p> <p><b>4-7 points:</b> The Reference provided demonstrates a similarity to the work requested in the SOW but not in all aspects.</p> <p><b>8-10 points:</b> The Reference provided validates a full similarity to the work requested in the SOW.</p>	
<p><b>R3. Experience in Accessibility Consulting Services</b></p> <p>The Bidder must provide up to two (2) examples of project that they delivered where accessibility consulting services were provided over the last five (5) years from the date of bid closing.</p> <p>Up to 5 points will be awarded per project, based on their relevance to the SOW. (maximum of ten (10) points).</p>	<p style="text-align: center;"><b>Maximum 10 points (5 points for each project)</b></p> <p><b>0 - 2 points:</b> Unsatisfactory – vaguely described and minimally relevant to the SOW</p> <p><b>3 - 4 points:</b> Satisfactory – details provided and relevant to the SOW</p> <p><b>5 points:</b> Superior – very well defined – and very relevant to the SOW</p>	
<p><b>R4. Accessibility</b></p> <p>The Bidder shall outline their company's accessibility practices</p> <p>“Accessibility refers to the design of products, devices, services, or</p>	<p style="text-align: center;"><b>Maximum 5 points</b></p> <p><b>0 point:</b> The Bidder does not demonstrate accessibility practices.</p> <p><b>5 points:</b> The Bidder demonstrate accessibility practices.</p>	

<b>TECHNICAL EVALUATION CRITERIA</b>		
<b>TECHNICAL MERIT Point Rated Technical Criterion</b>	<b>Maximum No. of Points Available</b>	<b>Cross Reference Section</b>
environments as to be usable by people with disabilities.”		
<b>R5. Green Business Practices</b>  The bidder shall demonstrate sound environmental practices by describing two (2) initiatives that the bidding company has put in place.	<b>Maximum 5 points</b>  <b>0 point:</b> The Bidder does not demonstrate environmental practices used by their company.  <b>5 points:</b> The Bidder demonstrate environmental practices used by their company.	
<b>Total of all the point rated technical criteria</b>	<b>90 points Maximum</b>	
<b>Minimum pass mark (70%)</b>	<b>63 points required to pass</b>	

## 6. Interview (Phase 3)

The top three (3) highest scoring bidders in phase 2, may be invited to be interviewed by the Senate.

The interviews will take place **the week of (TBD)** (exact date and time to be confirmed) and will take place virtually using videoconferencing technology (MS Teams or Zoom). The bidders will be given a minimum of three (3) days notice.

The selection of the successful bidder will be decided following a 60-minute interview, which may include representatives from various Senate departments.

<b>Interview Point Rated Criterion</b>	<b>Maximum Number of Points Available</b>
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<p>The bidder's principal resource, along with up to one (1) additional bidder's representative (if applicable and as decided by the bidder), will be interviewed by the Senate to confirm what was written in their bid and validate their experience in conducting the work described in the Annex "A" – Statement of Work, as well as to address any questions the evaluation team may have.</p> <p>The bidder will be assessed on the basis of:</p> <ul style="list-style-type: none"> <li>• The strength of the examples provided to highlight their experience providing services similar in scope and complexity to the work described in Annex "A" – Statement of Work.</li> <li>• Their sound understanding of the services required.</li> <li>• The effectiveness of their proposed approach.</li> <li>• Their communication and interpersonal abilities.</li> </ul>	<p><b>25 points</b></p>
<p>Minimum pass mark</p>	<p><b>18 points</b></p>

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## **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 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**

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



- b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate of Canada.

## 5. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the Contract are subject to inspection by the Project Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate 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 agreement. 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 **five (5) 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.I 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 contract will be completed in full.

## 9. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by 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

- I. 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

- I. 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 offenses 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 contract is for the performance of a service or services and that the Contractor is engaged as an independent contractor providing services to the Senate and 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**

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

- I. 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**

- 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.

### **18. Ownership of Intellectual and Other Property Including Copyrights**

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

### **19. 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.

### **20. 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.

## **21. Health and Safety**

- I. 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.
- II. 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.

## **22. Advertisement**

- I. 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.

## **23. Entire Contract**

- I. 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 contracts relating to it unless they are incorporated by reference in the contract.

## **24. Authorities**

### **I. Contracting Authority**

The Contracting Authority for the Contract is:

Kelly Shields  
Senior Procurement Officer  
Finance and Procurement Directorate  
The Senate of Canada

40 Elgin Street, 11<sup>th</sup> floor  
Ottawa, ON K1A 0A4

Telephone: 613-995-8888  
E-mail: [Proc-appr@sen.parl.gc.ca](mailto: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. Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

Name: xxxx  
Title: xxxx  
Phone: xxxx  
Email: xxxx

Backup:

Name: xxxx  
Title: xxxx  
Phone: xxxx  
Email: xxxx

## 25. 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.

## 26. Priority of Documents

- I. 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 Contract;
  - b. articles of the Request for Proposal including all annexes;
  - c. the Contractor's Bid dated *(To be identified upon contract issuance)*.

## 27. Proactive Disclosure

- I. 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.

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## PART 6 – TERMS OF WORK AND PAYMENT

### 1. Period of the Contract

- I. The Contractor shall, **from thirteen (13) weeks upon contract signature** provide Accessibility Assessment Services as outlined in Annex “A” - Statement of Work.

### 2. Contract Amount

- I. The Contractor will be paid for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment, to a limitation of expenditure of *(to be determined at contract award)* plus Applicable Taxes.

### 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, the service, number of hours or the cost and the contract reference number.
- II. The Contractor’s certified invoice shall be forwarded to:

by e-mail at: [finpro@sen.parl.gc.ca](mailto:finpro@sen.parl.gc.ca)

or

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

- III. The invoice must be reviewed and signed by the Project Authority 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;
- V. 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 "D" 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

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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.

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## ANNEX “A” – STATEMENT OF WORK (SOW)

### 1. Title

Accessibility Consulting Services

### 2. Background

The Accessible Canada Act (ACA) came into force on July 11, 2019. Its purpose is to make Canada barrier-free by January 1, 2040 by identifying, removing and preventing barriers.

As per the draft regulations published in the Canada Gazette on February 13, 2021, the Senate of Canada (an ACA-regulated entity) must publish its first accessibility plan before December 31, 2022.

Starting in early 2020, a working group composed of representatives from all directorates of the Senate Administration, including persons with disabilities, conducted multiple workshops and compiled an extensive inventory of potential barriers to accessibility at the Senate. The findings from this exercise were published in the first progress report of the working group in the Spring of 2021. The report is available in annex.

Based on the findings of the report, the Senate of Canada is now seeking the services of accessibility experts to help it assess the state of accessibility at the Senate in comparison with other similar organizations and to prepare a draft of the Senate’s first accessibility plan.

### 3. Objective

The Senate of Canada is seeking the services of accessibility expert(s) to complete two (2) deliverables: an accessibility assessment and a draft accessibility plan. The contractor may include one or more accessibility experts and must consult and demonstrate how it consulted with persons with disabilities in the completion of its work.

### 4. Scope

The Senate of Canada is seeking the services of accessibility expert(s) to complete the following:

#### **Deliverable A - Accessibility Assessment**

The contractor will conduct an assessment of the state of accessibility at the Senate in comparison with other similar organizations and will identify the main accessibility barriers and the order of priority in which they should be addressed to enable the Senate of Canada to become a leader in accessibility.

The accessibility assessment will be performed based on results of the workshops **already conducted** by the Senate working group on accessibility and the extensive inventory of potential barriers that were identified. The contractor is not expected to be conducting

workshops but will have full access to members of the Senate working group on accessibility, including its chair and the project lead responsible for the **first progress report (which is available upon request using the NDA – Non-Disclosure Agreement form found in Appendix A).**

**Bidders must submit the completed and signed form via email to the Contract Authority at [proc-appr@sen.parl.gc.ca](mailto:proc-appr@sen.parl.gc.ca) in order to receive the first progress report document. Once the signed form is sent to the Senate, the form will be reviewed for completeness. The first progress report document will only be forwarded to the bidder if the result of the verification is to the satisfaction of Senate Project Authority.**

### **Deliverable B - Draft Accessibility Plan**

The contractor will prepare a draft accessibility plan in accordance with the proposed [Accessible Canada Regulations - \(https://canadagazette.gc.ca/rp-pr/p1/2021/2021-02-13/html/reg2-eng.html\)](https://canadagazette.gc.ca/rp-pr/p1/2021/2021-02-13/html/reg2-eng.html). The plan must demonstrate how the Senate of Canada identifies, removes, and prevents future barriers in the seven (7) priority areas covered by the ACA:

- employment
- the built environment (buildings and public spaces)
- information and communication technologies
- communication, other than information and communication technologies
- the procurement of goods, services and facilities
- the design and delivery of programs and services, and
- transportation (airlines, as well as rail, road and marine transportation providers that cross provincial or international borders)

For each priority area, the plan will address barriers identified in the accessibility assessment (Deliverable A) and will propose solutions based on best practices.

The accessibility plan must also explain how the Senate consulted persons with disabilities.

The Bidder must:

- Be available for meetings during normal working hours (Normal work hours range between 8am and 5pm EST)
- Draft reports must be provided in either French or English
- Present the draft reports to the Project Authority and Senate designates and policy committee which may result in changes to the drafts.
- All reports must be submitted electronically in MS Word format to the Senate Project Authority.
- All information related to any Senate business must be kept in Canada. Failure to do this will result in the cancellation of your contract. The Contractor must notify the Senate of Canada immediately should there be a breach.
- Sign an NDA which will be provided by the Senate

- Must NOT record any meetings or phone conversations unless specifically authorized by the Senate Project Authority

The Senate of Canada shall:

- provide the Bidder with relevant data for analysis and access to information as required for the completion of the Accessibility Assessment
- review the draft report(s) and work with the contractor to incorporate any changes for the final report and make said available within one week's time.
- Will perform security clearance as needed.

## 5. Timeline and Deliverables

Timeline	Deliverable(s)
Week one (1) (after contract award)	Project Kickoff Review timeline and requirements
Week two (2)	Within one week of project kick-off the contractor must submit draft methodology for completing deliverable A and B <ul style="list-style-type: none"> <li>• The project Authority will review and provide any feedback or changes within 3 working days.</li> </ul>
Week three (3) to Week seven (7)	<ul style="list-style-type: none"> <li>• The Contractor must complete the accessibility assessment and provide an English or French Draft to the Project authority for review.</li> <li>• The report must be submitted electronically in MS Word format to the Senate Project Authority <b>on or before week seven (7)</b> of the contract.</li> <li>• The Senate will review the draft and request for changes (if required) within 1 week.</li> <li>• The contractor must then Integrate the changes from the Project Authority.</li> </ul>
Week eight (8) to Week twelve (12)	<ul style="list-style-type: none"> <li>• The Contractor must complete the draft accessibility plan (Deliverable B) and provide an English or French Draft to the Project authority for review.</li> <li>• The report must be submitted electronically in MS Word format to the Senate Project Authority <b>on or before week twelve (12)</b> of the contract.</li> <li>• The Senate will review the draft and request for changes (if required) within 1 week.</li> <li>• The contractor must then Integrate the changes from the Project Authority.</li> <li>• The Contractor must provide a Final English or French document submitted to the project Authority by the end of week thirteen (13) of the contract.</li> </ul>
Week Thirteen (13)	Final deliverables due to the Senate of Canada Project Authority

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Timeline	Deliverable(s)

**6. Language of Work**

The contractor must complete his work in English or French. Translation of any deliverable is not part of the scope of this contract and will be completed by the Senate of Canada.

**7. Work Location**

All work will be performed at the Contractor's place of business. Meetings and presentations will take place by videoconference using the Microsoft Teams platform.

## ANNEX “B” – 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 the performance of work. 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.

Total all-inclusive price:

Description	Bid Price
All-inclusive price for work outlined in the SOW	\$  Applicable taxes are extra

### Payment Schedule.

This contract price will be paid as follows:

Activity	% to be paid
Project Initiation meeting	20%
Week one (1) to week two (2) –Draft Work Plan for completing the project Deliverable A and B submitted to the Senate Project Authority:	
Week three (3) to week five (5) – The Contractor must complete the accessibility assessment and provide an English or French Draft to the Project authority.	40%
Week six (6) to week thirteen (13) -The Contractor must complete the draft accessibility plan (Deliverable B) and provide an English or French Draft to the Project authority for review, as well as submission of the Final report to the Senate Project Authority.	40%

Company Name:

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Name of Representative:

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



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**ANNEX "C" – 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](mailto:Proc-Appr@sen.parl.gc.ca)



## APPENDIX “A” – NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, am acting in my individual capacity (hereinafter referred to as “**me**”).

**OR**

I, \_\_\_\_\_, of the City of \_\_\_\_\_, in the Province of \_\_\_\_\_, am \_\_\_\_\_ (*insert title*) of \_\_\_\_\_ (“**Contractor**”), and I am acting on behalf of the Contractor, including its affiliates, directors, officers, employees, contractors, agents and representatives (hereinafter collectively referred to as “**we**” or “**us**”).

I/We recognize that in reviewing the solicitation document in connection with **RFP Serial No. SEN-035 21/22**, or in the course of work in connection with the same, access may be given to me/us to certain information, by or on behalf of the Senate of Canada (the “**Senate**”), that is non-public, confidential or proprietary in nature to the Senate or to a third party.

For the purposes of this Agreement, the term “Information” includes, but is not limited to, any document, instruction, guideline, data, material, advice or any other information, whether conveyed orally, in writing or otherwise, and whether or not labeled as proprietary or sensitive, that is provided to me/us by or on behalf of the Senate. The term also includes all analyses, compilations, data, studies or other documents conceived, developed or produced by me/us as part of the solicitation process or during the performance of the resulting contract should I/we be selected as the successful bidder. The term, however, does not include information, that

- a. is or becomes generally available to the public, except if it is or becomes generally available to the public as a result of a contravention of this Agreement or other unlawful disclosure by me/us or any other person;
- b. is or becomes known or available to me/us on a non-confidential basis and not in contravention of any applicable law from a source that has represented to me/us that it is entitled to disclose it to me/us on such basis; or
- c. is already in my/our possession, provided that it is not subject to another confidentiality agreement with or other obligation of secrecy to the Senate.

In consideration of the Senate providing the Information to me/us, I/we hereby acknowledge and accept as follows:

1. I/We represent and warrant to the Senate, as represented by the Standing Committee on Internal Economy, Budgets and Administration, that I am duly authorized to sign this Agreement and that the execution and delivery of this Agreement has been duly authorized by all necessary corporate action.

2. I/We will keep the Information confidential and will not, without the Senate's prior written consent,
  - a. use the Information in any way that is detrimental to the Senate or third parties;
  - b. reproduce, copy, use, divulge, release or disclose the Information, neither in whole or in part nor in any manner whatsoever, to any person other than an authorized Senate representative on a need-to-know basis; or
  - c. use directly or indirectly the Information for any purpose at any time other than when preparing a submission in connection with the above-noted RFP or, if I/we are selected as the successful bidder, during performance of the resulting contract.
3. Information will be safeguarded and all necessary and appropriate measures, including those set out in any written or oral instructions issued by Senate, will be taken to prevent its unlawful disclosure or access to it in contravention of this Agreement. If I/we become aware of an accidental disclosure of Senate or third-party information, I/we will immediately report the occurrence to the Senate and provide information relating to the occurrence to the fullest extent of my/our available knowledge.
4. The Information will remain the property of Senate or a third party, as the case may be. I/we will destroy or return to the Senate any Senate or third-party information that is in my/our possession at the conclusion of the solicitation process if I am/we are not selected as the successful bidder.
5. In the event that disclosure of any of the Information is required under the law, I/we will provide the Senate with prompt written notice so that it may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement.
6. This Agreement may not be assigned, in whole or in part, without the express prior written consent of the Senate.
7. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and all applicable federal laws of Canada.
8. The obligations contained in this Agreement will survive the completion of the solicitation process and the performance of the contract should I/we be selected as the successful bidder, and they will continue thereafter indefinitely.
9. If any provision contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions will not in any way be affected or impaired by such a finding.
10. I will be responsible for any breach of this Agreement by me. / We will be responsible for any breach of this Agreement by any of our affiliates, directors, officers, employees, contractors, agents or representatives, even if the person responsible did not agree in writing to be bound by the terms of this Agreement.

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11. In the event that I/we breach any term of this Agreement, the Senate reserves the right to pursue all legal measures available to it, including parliamentary proceedings that the Senate may determine are appropriate.

I/we agree to the terms of this Agreement and confirm that I am/we are bound by its provisions as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
*Signature*

For:

\_\_\_\_\_  
*Name of Contractor, if applicable*