



REQUEST FOR PROPOSAL (RRP)

Subject:

LINEN SERVICES

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

Issue Date:

September 8, 2015

Closing Date and Time:

September 22, 2015 @ 11:00 AM EDT

RFP No:

SEN-015 15/16

SENATE INFORMATION

For delivery and all inquiries:

Contact: Daniel Tilsley
Title: Contracting Officer
Telephone no: 613-415-9129
E-mail: Daniel.Tilsley@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.

OFFERS SUBMITTED BY MAIL OR FASCIMILE WILL NOT BE ACCEPTED.

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 an offer as a joint venture.

Name of Firm:

Name of Representative:

Authorized Signature:

Date:

Position Title:

Email Address:

Telephone Number:

Fax Number:

GST Registration or Business Number:

Physical Address:

Remittance Address:

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus an annex, 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 bid solicitation;
- 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 Security Requirement: includes specific requirements that must be addressed by bidders;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract; and

Annex "A" Statement of Work.

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for Linen Services, as defined in the Statement of Work at Annex "A", for up to five (5) years from the date of contract award, including option periods.

3. Security Requirement

There is a security requirement associated with the requirement. For additional information, consult Part 5 - Security Requirement.

4. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 5 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of proposals for the provision of goods and services as described in this document and in accordance with the stated mandatory requirements set forth in this Request for Proposals (RFP).
- II. "Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFP will take precedence over the French RFP.

2. Signature Requirement

- I. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFP.
- II. Failure to sign the cover page may result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- 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 Proposal

No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFP.

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 bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contact person for all inquiries and other communications in regard to this RFP is:

Daniel Tilsley
Contracting Officer
Tel: 613-415-9129
E-mail: Daniel.Tilsley@sen.parl.gc.ca

- II. All inquiries and other communications must be directed only to the contact person noted above. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's proposal.

- III. All inquiries regarding this RFP must be received by e-mail least five (5) working days before the closing date.
- IV. To ensure the equality of information among bidders, answers to enquiries which are relevant to the quality of proposals will be forwarded to all bidders simultaneously, via the GETS website, without revealing the sources of the inquiry.
- V. It is the responsibility of the Bidder to ensure that proposals are clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications.

7. Provision of False or Incorrect Information

The Senate of Canada will reject any proposals 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. Delayed Bids

A bid delivered to the specified bid receiving unit after the closing date and time will not be accepted.

9. Price Justification

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

- a) a current published price list indicating the percentage discount available to the Senate; or
- b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d) price or rate certifications; or
- e) any other supporting documentation as requested by the Senate.

10. 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 subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation 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 bid solicitation (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 the Bidder 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.

11. 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 the 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. In this case, 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.

- II. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate of Canada requests that bidders provide their bid in separate documents as follows:

Document I: Technical Bid
Document II: Financial Bid

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

- a) Page Layout: Letter (8.5" x 11");
- b) use a numbering system that corresponds to the offer solicitation.

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

Section I: Technical Bid

- I. In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation 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 bid solicitation 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.

Section II: Financial Bid

Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in the Terms of Work and Payment found in Part 6 – Resulting Contract Clauses. The total amount of Applicable Taxes must be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- II. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.

2. Bidder's Index

- I. Proposals must begin with an index that indicates the location of the information relevant to the mandatory requirements and the evaluation criteria.
- II. Failure to clearly indicate the location of information in the index may result in the disqualification of the proposal.
- III. It is mandatory that the information listed in the index appear at the beginning of the proposal.
- IV. The following is the proposed format for the Bidder's Index:

Description	Page no.
<u>Mandatory Criteria:</u>	
M1 Bidder's Experience	
M2 Quality Assurance	
M3 Bidder's References	
M4 Bidder's Representatives	
M5 Work Attire	
M6 Financial Bid	
<u>Rated Evaluation Criteria:</u>	
R1 Environmental Factor	

3. Mandatory Criteria

- I. Bidders must meet all the mandatory requirements of the RFP to be considered compliant.
- II. Bidders must ensure full compliance with the mandatory requirements to be considered responsive. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the bid being found non-compliant.
- III. For bids presented as joint ventures, Bidders must demonstrate that all parties meet the Mandatory Criteria. Where evaluation of years of experience is required, years of experience will be calculated for individually for each of the parties of the joint venture, not cumulatively.

The mandatory criteria are:

Criterion	Mandatory Technical Criterion	Met/Not Met
M1	<p>Bidder's Experience</p> <p>The Bidder must have experience within the last five (5) years providing linen services. The Bidder must provide documentation detailing that they've had clients in each of the last five (5) years with a similar on-site requirement as listed in the statement of work at Annex "A".</p> <p>Note: The Bidder must identify the clients through this criterion; clients can be short term (less than a year) or long term (more than a year). The clients identified through this criterion may also be used for criterion M3, if applicable.</p>	
M2	<p>Quality Assurance</p> <p>Bidders must have a quality assurance program to ensure that all linens supplied are stain free, in good condition, and continually be stocked at constant capacity. Bidders must address this criterion by providing the following details:</p> <ul style="list-style-type: none"> • Processes and procedures; • Details on how regular stock will be attained on a weekly basis; • How complaints and shortfalls will be handled; • Expected turnaround times for problem resolution, complaints, 	

	<p>returned phone calls, replenishment of shortages etc.; and</p> <ul style="list-style-type: none"> Copies of the documents that will be used to confirm delivery and pickup, stock replacement and reconciliation 	
M3	<p>Bidder's References</p> <p>The Bidder must provide references from five (5) private and/or public organizations that have been provided similar services in the past five (5) years as identified in the statement of work at Annex "A".</p> <p>For each reference provided, the Bidder must ensure the following information is identified:</p> <ul style="list-style-type: none"> Client (name of the organization); Contact name; Phone number; Email Address; and Brief history of services performed including: <ul style="list-style-type: none"> Start and end date <p>Failure to provide all the information and pertinent details will result in disqualification. The information will also be used as reference information and the Senate reserves the right to possibly contact the Clients to confirm that the work was completed to their satisfaction.</p> <p>Compliance of this criterion is subject to further verification through reference checks.</p> <p>Note: The Senate of Canada cannot be used as a reference.</p>	
M4	<p>Bidder's Representatives</p> <p>The Bidder must identify a designated account representative and their immediate superior. The following information is required for both resources:</p> <ul style="list-style-type: none"> Name; Title; Work Telephone Number; and Work Email address. <p>The designated account representative will be the main contact and must have authorization to resolve all issues pertaining to the Senate contract.</p>	
M5	<p>Work Attire</p> <p>The Bidder must provide a statement declaring that the staff to undertake the work will have the name and/or logo of the company clearly identifiable on a piece of clothing.</p>	
M6	<p>Financial Bid</p> <p>Bidders must submit their financial bid, in Canadian funds, in accordance with the Basis of Payment in the Terms of Work and Payment found in Part 6 – Resulting Contract Clauses. The total amount of Applicable Taxes must be shown separately.</p> <p>Bidders must take into consideration the average weekly utilization and the average annual utilization, found in the Statement of Work at Annex "A", when preparing their financial Bid.</p>	

4. Rated Evaluation Criteria

- I. The rated evaluation criteria will only be used as a tie-breaker if more than one bidder is ranked first due to identical prices.
- II. The bidder with the highest number of points will become the highest ranked bidder and will be considered for the award of a contract.

Criterion	Mandatory Technical Criterion	Maximum No. of Points Available
R1	Environmental Factors	
	<p>The Senate of Canada requests that its suppliers demonstrate and develop good environmental practices. Suppliers' offers will therefore be evaluated on their environmental initiatives and offerors must indicate in their offer in what way they promote a safe environment in their manufacturing, administrative and / or purchasing practices. Full points for this criterion will be awarded to</p>	10 points

	<p>offerors who have implemented formal programs and received certification such as ISO 14001, EcoLogo, EngeryStar, Green Seal, Energuide, etc. Partial points will be awarded to offerors who do not presently have formal certifications but have implemented a formal environmental policy that includes environmental audits and review programs. This policy and program should include some or all of the following: packaging, recycled or remanufactured content, take-back programs, renewable and / or sustainable resources, non-hazardous products, reusable and recyclable packaging, etc.</p>	
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5. Bidders Cost Proposal

- I. Pricing must include all requirements as set forth in the RFP.
- II. Pricing must be submitted in a separate document clearly labelled "Financial Proposal" along with the Bidders company name. No financial information may appear in the technical proposal.

6. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, GST or HST excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in the Basis of Payment at Part 6 – Resulting Contract Clauses, Terms of Work and Payment and the Bidder's Price formula found below, in Phase 3 of the Basis of Selection.

7. Basis of Selection

Mandatory Technical Criteria and Price

A proposal must comply with the requirements of the proposal solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive proposal with the lowest evaluated price will be recommended for award of a contract.

The evaluation and selection process will be conducted in the following phases:

Phase 1 – Mandatory Technical Evaluation
 Phase 2 – Financial Evaluation
 Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Technical Evaluation

In Phase 1, all proposals will be evaluated for their compliance with the mandatory technical evaluation criteria. Any proposal that fails to meet any of the mandatory technical evaluation criteria will be deemed nonresponsive and will not be given further consideration.

Phase 2 – Financial Evaluation

In Phase 2, the proposals that are deemed responsive in Phases 1 will be evaluated against the mandatory financial evaluation criteria in accordance with the following formula:

$$\begin{aligned}
 & \text{(Dish Cloths x Average Annual Utilization)} \\
 & \quad + \\
 & \text{(Bath Towels x Average Annual Utilization)} \\
 & \quad + \\
 & \text{(Hand Towels x Average Annual Utilization)} \\
 & \quad = \\
 & \text{Bidder's Price}
 \end{aligned}$$

Phase 3 – Determination of Winning Bidder

In Phase 3, the bidder with the lowest priced proposal, as determined through Phase 2, will be considered for the award of a contract.

If more than one bidder is ranked first due to identical prices, the bidder with the most points attributed through the rated evaluation criteria will become the highest ranked bidder and will be considered for the award of a contract.



PART 5 – SECURITY REQUIREMENT

By the date of contract award, the following conditions must be met:

1. The Bidder, in accordance with the Senate's security requirements, will be responsible for a Senate security clearance check which must be conducted on all individuals requiring access to classified or protected information, assets or sensitive work site(s). The Bidder is responsible to ensure that its employees, assigned to this contract, are security cleared otherwise these individuals will be denied access.
2. Prior to contract award, the winning Bidder must obtain the security form by contacting the Identification & Security Clerk at 613-995-6357 or SenAccreditationIdentification@sen.parl.gc.ca, and submit the by form(s) to:

The Senate Corporate Security Directorate
Identification and Security Clerk
215-56 Sparks Street
Ottawa, ON K1A 0A4
Fax number: 613-943-0032
Email: SenAccreditationIdentification@sen.parl.gc.ca

3. In the case of a joint venture, each member of the joint venture must meet the security requirements listed above.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

GENERAL TERMS AND CONDITIONS

1. Appropriate Law

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

2. Interpretation

- I. "The Agreement" means the particular agreement or content of which, in each specific case, these general conditions are made a part.
- II. "The Contract" includes the agreement, these general terms and conditions and any supplementary conditions, specifications, labour conditions, schedules and any other documents referred to in the agreement as constituting the contract.
- III. "Supplementary Conditions" means any other general conditions forming part of the contract.
- IV. "Work" means the whole of the work, services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all goods to be delivered.
- V. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.

3. Security Requirement

The resource(s) assigned to delivery and pickup must be security cleared by the Senate of Canada.

4. 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.

5. 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.

6. 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;

- 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
- 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 has been made by the Senate of Canada.

7. Right to Inspection

The Senate of Canada reserves the right of access to any records resulting from this contract.

8. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor is for any reason unable to provide the work, services or goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate of Canada if it is determined that the work, services or goods provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate of Canada upon a thirty (30) 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 agreement upon a sixty (60) days written notice.
- V. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

9. Warranties

The Contractor warrants that:

- I. The Contractor 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. The Contractor 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. The Contractor has complete authority to enter into this Contract;
- IV. The Contractor warrants all work and services performed or goods delivered for a period of no less than 12 months from the completion of services or date of delivery.

10. Records to be Kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services and goods 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 years following the completion of the work or services or delivery of goods.

11. 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 agents or sub-contractors 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 services.

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 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 work, services or goods. The Contractor is engaged as an independent contractor providing work, services or goods 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 agreement to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

17. Amendments to the Agreement

No person other than the Manager of Procurement and Contracting or his designate can amend this agreement in any form. Any changes to the original agreement 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 goods delivered or services performed. No other costs or fees shall be due or payable by the Senate of Canada.

21. Advertisement

The Contractor shall not without prior written consent from the Senate, advertise or publicize any work performed or goods provided 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 Agreement

This contract constitutes the entire agreement 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. Health and Safety

The Contractors, retained through the Finance Directorate, must meet the Senate occupational health and safety standards and will be advised of such duties and responsibilities while working in the Senate workplace. The Contractor will be responsible for taking corrective action as warranted in cases of breach of those duties and responsibilities, as advised by the Director of Finance, Senate of Canada, or the Contracting Officer. Copies of the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent free work environment are available upon request.

24. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

Daniel Tilsley
Contracting Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street
Ottawa, ON K1A 0A4

Telephone: 613-415-9129
Facsimile: 613-947-1943
E-mail: Daniel.Tilsley@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 at contract award.

The Project Authority is the representative of the department for whom the Work is being carried out 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 Project Authority; however, 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

To be determined at contract award.

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 similar 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:

- a) the name, qualifications and experience of the proposed replacement; and
- b) proof that the proposed replacement has the required security clearance granted by the Senate of Canada, if applicable.

- 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 2. 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

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 General Terms and Conditions;
- b) the Terms of Work and Payment;
- c) Annex "A", Statement of Work;
- d) the Contractor's bid dated *To be determined at contract award.*

TERMS OF WORK AND PAYMENT

1. Date of Completion of Work

The Contractor shall, for three (3) years from the contract award date, perform and complete with care, skill, diligence and efficiency the work that is described in this document and deliver all goods.

2. Option to Extend the Contract

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the Contract by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Contractor at least seven (7) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Contract Amount

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of Payment, to a limitation of expenditure of \$85,000.00. Applicable Taxes are extra.

4. Basis of Payment

I. Pricing Schedule

Description	Unit Cost
Dish Cloths	\$
Bath Towels	\$
Hand Towels	\$

II. Replacement Cost

Replacement cost for lost items, as per section 9 of the Statement of Work

Description	Unit Cost
Dish Cloths	\$
Bath Towels	\$
Hand Towels	\$

5. Invoicing

- I. A monthly detailed invoice certified by the Contractor shall be forwarded to:

The Senate of Canada
 Finance and Procurement Directorate
 Parliament Buildings
 Ottawa, Ontario
 K1A 0A4 Canada

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

- II. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.
- III. Payment by the Senate to the Contractor for work, or goods, 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.

6. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please send an e-mail to request a direct deposit form at: finpro@sen.parl.gc.ca.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

7. Sales Tax

- I. The Senate of Canada is exempt from Provincial Sales Taxes.
- II. The GST/HST is not included in the contract amount.
- III. The GST/HST tax must be listed as a separate line item on all invoices.

8. 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. Introduction

The Senate of Canada requires services related to the supply of clean linen on an on-going basis.

2. Objective

The objective is to award a contract for the provision of the required goods and services for a period of three (3) years with two (2) additional one (1) year options to extend. All prices quoted are to remain firm for the duration of the contract.

3. Scope of Work

The requirement includes the supply of all linen and services required as follows:

The Contractor will be responsible to provide and upkeep the following inventory of linen supplies. All carrying costs related with the inventory will be the responsibility of the Supplier. The Senate of Canada will only be responsible for actual utilization.

Required On-Site Inventory

Description	Quantity to be kept in inventory	Minimum Size	Fabric
Dish Cloth	125	18” x 32”	100% cotton
Bath Towels	1500	24” x 52”	100% cotton
Hand Towels	500	16” x 27”	100% cotton

The following represents the average weekly and annual utilization for each item. These figures do not in any way represent a firm commitment on the part of the Senate of Canada for any minimum level of business.

Average Weekly Utilization

Description	Average Weekly Utilization
Dish Cloths	30
Bath Towels	1,325
Hand Towels	475

Average Annual Utilization

Description	Average Annual Utilization
Dish Cloths	1,440
Bath Towels	63,600
Hand Towels	22,800

4. Contractor’s Requirement

The Contractor is responsible for the following:

- Provide the required inventory;
- Upkeep the inventory;
- Clean all used towels

5. Reporting

The Contractor must provide item consumption reports on a weekly and monthly basis.

6. Inventory

The Contractor must perform a complete in-house inventory of stock on a quarterly basis. A detailed report of this inventory must be submitted to the Project Authority and any stock shortfalls must be replenished to inventory levels, as indicated in section 3 above, within one week.

7. Delivery

- I. There will be a minimum of one (1) delivery / pick up per week.



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- II. The Contractor must provide an all-inclusive on-call delivery service five (5) days per week.
 - III. Pick-up and delivery will take place in three (3) locations, as follows:
 1. Victoria Building (140 Wellington);
 2. Centre Block (Parliament Hill); and
 3. East Block (Parliament Hill).

*The pick-up and delivery location identified above is subject to change. The Contractor will be made aware of a new location thirty (30) calendar days prior to the change taking effect.

- IV. Before each delivery/pick up, a call must be placed with the Senate's Client Service Centre at 613-992-3333, after 8:00 AM, indicating the expected delivery time for that day's delivery.
- V. The Senate of Canada will do a physical count of each delivery to ensure the count indicated on the delivery slip is accurate. The Senate will be responsible for communicating via e-mail the shortages/overages identified within 48 hours of the initial delivery.
- VI. The delivery of replacement items for shortages must be clearly identified on the outside of each delivery package as "Replacement - Shortage" and on the suppliers packing slip.
- VII. The Contractor will be responsible to make all arrangements and pay for all shipping costs, including packaging, custom fees and excise taxes. Furthermore, the title of all goods will remain that of the contractor during transit (FOB Destination).

8. Responsibility for Loses

- I. The Senate of Canada will be responsible for the cost of lost linen that is part of the inventory supplied by the Contractor.
- II. The Senate of Canada will not be responsible for the cost of replacement items clearly communicated by e-mail and as indicated on the delivery slips as being identified as a shortage after the formal count is done by Senate staff.
- III. At the end of each quarter, upon completion of the stock inventory, the supplier will buy back all extra linens exceeding inventory levels, as per section 3 above.