



REQUEST FOR STANDING OFFER (RFSO)

Subject:

SHEER PANELS AND DRAPERIES

For further details, please refer to the Statement of Requirement attached at Annex "A" of this document.

Issue Date:	Closing Date and Time:	RFSO No:
September 13, 2016	October 4 at 2:00 PM EDT	SEN-013 16/17

SENATE INFORMATION

For delivery and all inquiries:

Contact: Daniel Tilsley
Title: Contracting Officer
Address: 40 Elgin Street, Room 1136
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-415-9129
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E-mail: Daniel.Tilsley@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER INDICATED ABOVE.

OFFERS CAN BE SUBMITTED BY MAIL, E-MAIL, OR FACSIMILE.

OFFEROR SIGNATURE BLOCK

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

The Offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership or a corporate body, the Offeror must provide, if requested by the Standing Offer 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 Offerors 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:



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PART 1 - GENERAL INFORMATION

1. Introduction

The offer solicitation is divided into five (5) parts plus two (2) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions, clauses and conditions applicable to the offer solicitation;
- Part 3 Offer Preparation Instructions: provides offerors with instructions on how to prepare their offer;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the offer, and the basis of selection. This part of the document contains an attachment, for evaluation purposes; and
- Part 5 5A, Standing Offer, and 5B, Resulting Contract Clauses:
- 5A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;
- 5B, includes the clauses and conditions which will apply to any contract resulting from a purchase order made pursuant to the Standing Offer;
- Annex A Statement of Requirement;
- Annex B Basis of Payment;

2. Summary

The Senate of Canada is seeking to establish a Standing Offer for the as and when required provision and installation of sheer panels and draperies, as defined in the Statement of Requirement at Annex A, for a maximum of five (5) years, including options periods.

3. Debriefings

Offerors may request a debriefing on the results of the offer solicitation process. Offerors should make the request to the Standing Offer Authority within five (5) working days of receipt of the results of the offer solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - OFFEROR INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites the submission of offers 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 Standing Offer (RFSO).
- II. "Offeror" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting an offer to deliver goods and perform services. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors.
- III. Should there be any discrepancies between the English & French document, the English version of the RFSO will take precedence over the French RFSO.

2. Signature Requirement

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

3. Irrevocable Offers

- I. Offers will remain open for acceptance for a period of not less than ninety (90) days from the closing date of the offer solicitation, unless specified otherwise in the offer solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the offer validity period from all responsive offerors in writing, within a minimum of three (3) days before the end of the offer validity period. If the extension is accepted by all responsive offerors, the Senate of Canada will continue with the evaluation of the offers. If the extension is not accepted by all responsive offerors, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Offers

No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of an offer in response to this RFSO.

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 offer together on a requirement. Offerors who offer 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 GST Registration or Business Number of each member of the joint venture;
 - c) the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - d) the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the offer, the Offeror must provide the information on request from the Standing Offer Authority.
- III. The offer and any resulting Standing Offer 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 Standing Offer 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 offer solicitation and the resulting Standing Offer. If a Standing Offer is awarded to a joint venture, all members of the joint venture will be jointly and severally or solidarily liable for the performance of the Standing Offer and any resulting contracts.

6. Inquiries and Communications

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

Daniel Tilsley
Contracting Officer
Telephone: 613-415-9129
Facsimile: 613-947-1943
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 an Offeror's submission.
- III. All inquiries regarding this RFSO must be received by e-mail at least five (5) working days before the closing date.
- IV. To ensure the equality of information among offerors, answers to enquiries which are relevant to the quality of offers will be forwarded to all offerors simultaneously, via the GETS website, without revealing the sources of the inquiry.
- V. It is the responsibility of the Offeror to ensure that offers are clear and complete. The Senate of Canada reserves the right to contact any Offeror during the evaluation of offers to obtain clarifications.

7. Provision of False or Incorrect Information

The Senate of Canada will reject any offers found to contain false, incorrect or misleading information. It is the responsibility of the Offeror 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

- I. An offer delivered to the specified offer receiving unit after the closing date and time but before the standing offer award date may be considered, provided the Offeror can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed offers. The only pieces of evidence relating to a delay in the CPC system that are acceptable to the Senate of Canada are:
 - a) a CPC cancellation date stamp; or
 - b) a CPC Priority Courier bill of lading; or
 - c) a CPC Xpresspost labelthat clearly indicates that the offer was mailed before the offer closing date.
- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of offers are not acceptable reasons for the offer to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Offeror, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

9. Transmission by Facsimile

- I. Unless specified otherwise in the offer solicitation, offers may be submitted by facsimile. The only acceptable facsimile number for responses to offer solicitations issued by the Senate of Canada's Finance and Procurement Directorate is 613-947-1943.
- II. For offers transmitted by facsimile, the Senate of Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed offer including, but not limited to, the following:
 - a) receipt of garbled or incomplete offer;
 - b) availability or condition of the receiving facsimile equipment;
 - c) incompatibility between the sending and receiving equipment;
 - d) delay in transmission or receipt of the offer;
 - e) failure of the Offeror to properly identify the offer;
 - f) illegibility of the offer; or
 - g) security of offer data.
- III. Only the pages that have been fully transmitted before the offer solicitation closing time will be taken into consideration when offers are being evaluated. All other pages submitted after the closing time, as determined by the time stamp on the transmitted pages, will not be taken into consideration during the evaluation.

10. Price Justification

In the event that the Offeror's offer is the sole responsive offer received, the Offeror 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 of Canada;
- b) a copy of paid invoices for the like quality of goods and services sold to other customers;

- 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 of Canada.

11. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, offerors are advised that the Senate of Canada may reject an offer in the following circumstances:
 - a) if the Offeror, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the offer solicitation or in any situation of conflict of interest or appearance of conflict of interest;
 - b) if the Offeror, any of its subcontractors, any of their respective employees or former employees had access to information related to the offer solicitation that was not available to other offerors and that would, in the Senate of Canada's opinion, give or appear to give the Offeror an unfair advantage.
- II. The experience acquired by an Offeror who is providing or has provided the goods and services described in the offer solicitation (or similar goods and services) will not, in itself, be considered by the Senate of Canada as conferring an unfair advantage or creating a conflict of interest. This Offeror remains however subject to the criteria established above.
- III. Where the Senate of Canada intends to reject an offer under this section, the Standing Offer Authority will inform the Offeror and provide the Offeror an opportunity to make representations before making a final decision. Offerors who are in doubt about a particular situation should contact the Standing Offer Authority before the offer solicitation closing period. By submitting an offer, the Offeror represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Offeror acknowledges that it is within the Senate of Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

12. Funding Approvals

Offerors should note that all Standing Offer 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 Standing Offer. Despite the fact that the Offeror may have been recommended for Standing Offer award, a Standing Offer 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 Standing Offer cannot be awarded.

13. Applicable Laws

- I. Any resulting standing offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in the province which the goods and services are being delivered.
- II. Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, 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 Offeror.

PART 3 - OFFER PREPARATION INSTRUCTIONS

1. Offer Preparation Instructions

The Senate of Canada requests that offerors provide their offer in separate documents as follows:

Document I: Technical Offer

Document II: Financial Offer

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

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

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

Offerors must quote the RFSO number when submitting their offer.

Section I: Technical Offer

- I. In their technical offer, offerors should demonstrate their understanding of the requirements contained in the offer solicitation and explain how they will meet these requirements. Offerors should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the Work.
- II. The technical offer should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the offer will be evaluated. Simply repeating the statement contained in the offer solicitation is not sufficient. In order to facilitate the evaluation of the offer, the Senate of Canada requests that offerors address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, offerors may refer to different sections of their offers by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Offer

Offerors must submit their financial offer, in Canadian funds, in accordance with the basis of payment at Annex B. The total amount of applicable taxes must be shown separately.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Offeror's Index

- I. Offers 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 offer.
- III. The following is the proposed format for the Offeror's Index:

Description	Page no.
<u>Mandatory Requirements:</u>	
M1 Background Information	
M2 Offeror's Experience	
M3 Account Representative	
M4 On-site Representative	
M5 Requirement	
M6 Quality Assurance Program	
M7 Price	
M8 Delivery	

3. Mandatory Criteria

- I. Offerors 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 offer being found non-compliant.
- II. For offers presented as joint ventures, offerors must demonstrate that all parties meet the Mandatory Criteria.

The mandatory criteria are:

Criterion	Mandatory Technical Criterion	Met/Not Met
M1	Background Information Offerors must provide the following background information : a) A brief history and overview of the Offeror; and b) The length of time the Offeror has been in business.	
M2	Offeror's Experience Offerors must provide references from three (3) clients which have been provided similar goods and services in the past five (5) years, as calculated from the closing date of this RFSO. The goods and services provided must be of similar size and scope as the requirement detailed in the Statement of Requirement. Offerors must include the following details for each reference: <ul style="list-style-type: none"> • Client (name of the organization); • Contact name; • Phone number; 	

	<ul style="list-style-type: none"> • E-mail address; and • Brief history of work performed including: <ul style="list-style-type: none"> ○ Date performed. <p>Compliance of this criterion may be subject to further verification. The Senate of Canada reserves the right to contact the references and confirm that the work was completed in a satisfactory manner.</p> <p>Note: The Senate of Canada can't be used as a reference.</p>	
M3	<p>Account Representative</p> <p>Offerors must provide contact information for one (1) representative that will be identified as the main contact should there be any inquiries or problems.</p> <p>Offerors must provide the following information for the proposed account representative:</p> <ol style="list-style-type: none"> 1. Name; 2. Title; 3. Phone Number; 4. Cellular Phone Number (if applicable); and 5. Email Address. 	
M4	<p>On-site Representative</p> <p>The on-site representative must have three (3) years of experience, as calculated from the closing date of this RFSO, providing measurements, design consultation, and repairs for sheer panels and draperies.</p> <p>Offerors must provide the following details for their proposed on-site representative:</p> <ol style="list-style-type: none"> 1. Name; 2. Title; 3. Phone Number; 4. Cellular Phone Number (if applicable); 5. Emails Address; and 6. Resume. 	
M5	<p>Requirement</p> <p>Offerors must provide a statement detailing how they will meet all requirements (i.e. specifications, guarantees, repairs, other services, etc.) identified in the Statement of Requirement at Annex A.</p>	
M6	<p>Quality Assurance Program</p> <p>Offerors must have a pre-established quality assurance program in place to guarantee the quality of products, delivery, and installation requirements.</p> <p>Offerors must detail the following items:</p> <ul style="list-style-type: none"> • The Offeror's methodology used ensure quality; • The Offeror's overall methodology used to manage its subcontractors and their deliverables; and • How the Offeror will manage a notification from the Senate of Canada that goods and/or services provided have failed to meet quality measures as established in the contract. 	
M7	<p>Price</p> <p>Pricing for all items must be completed in Annex B – Basis of Payment.</p> <ul style="list-style-type: none"> • The estimated cost per year spent on standard drapery ranges from approximately \$10,000.00 to \$25,000.00. Please note that these amounts provided are for financial planning purposes only and do not reflect a firm commitment on the part of the Senate of Canada to purchase a minimum quantity. • Prices must be all inclusive (i.e. installation, consultation and measurement charges, etc.) 	
M8	<p>Delivery</p> <p>Offerors must provide their delivery lead time for sheer panels and draperies. The Offeror must provide a detailed breakdown of the delivery lead time, from the date an order is placed to the time the goods are delivered and installed. The delivery lead time must be presented in calendar days.</p>	

4. Offerors Financial Offer

- I. Pricing must include all requirements as set forth in the RFSO.
- II. Pricing must be submitted in a separate document clearly labelled “Financial Offer” along with the Offeror’s company name. No financial information may appear in the technical offer.

5. Financial Evaluation

- I. The price of the offer will be evaluated in Canadian dollars, tax excluded.
- II. For offer evaluation and Offeror selection purposes only, the evaluated price of an offer will be determined in accordance with the sum of the two pricing scenarios identified in Attachment 1 to Part 4 – Pricing Scenario.
- III. The compliant offer with the lowest evaluated price will be recommended for award of a Standing Offer.

6. Basis of Selection

Mandatory Technical Criteria and Price

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

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

Phase 1 – Mandatory Technical Evaluation

In Phase 1, all offers will be evaluated for their compliance with the mandatory technical evaluation criteria. Any offer 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 offers that are deemed responsive in Phase 1 will be evaluated against the mandatory financial evaluation criteria.

Phase 3 – Determination of Winning Offeror

In Phase 3, the Offeror with the lowest priced offer, as determined through Phase 2, will be considered for the award of a Standing Offer.

ATTACHEMENT 1 TO PART 4 – PRICING SCENARIO

Based on pricing provided in Annex B – Basis of Payment and specifications detailed in Annex A – Statement of Requirement, please provide pricing for the following scenarios:

SCENARIO #1

Window: 48" x 78" (96" length)

\$_____ sheer panels (including tie backs)

\$_____ draperies (including tie backs)

\$_____ drapery track

\$_____ solar blinds 3%

Delivery Lead Time: _____ days

SCENARIO #2

Window: 143" x 138" (110" length)

\$_____ sheer panels (including tie backs)

\$_____ draperies (including tie backs)

\$_____ drapery track

\$_____ solar blinds 5%

Delivery Lead Time: _____ days

PART 5 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

A. STANDING OFFER

1. Offer

- I. The Offeror offers to provide and deliver to the Senate of Canada the goods and services described in this Standing Offer, in accordance with the pricing set out in the Standing Offer, if and when the Senate of Canada may request such goods and services, in accordance with the conditions listed at subsection 2 below.
- II. The Offeror understands and agrees that:
 - a) a call-up against the Standing Offer will form a contract only for the goods and services which have been called-up, provided that such call-up is made in accordance with the provisions of the Standing Offer;
 - b) the Senate of Canada's liability is limited to that which arises from call-ups against the Standing Offer made within the period specified in the Standing Offer;
 - c) the Standing Offer cannot be assigned or transferred in whole or in part; and
 - d) the Standing Offer may be set aside by the Senate of Canada at any time.

2. Interpretation

In the Standing Offer, unless the context otherwise requires:

- "Call-up" means a purchase order issued by the Senate of Canada. Issuance of a call-up to the Offeror constitutes acceptance of its offer and results in the creation of a contract between the Senate of Canada and the Offeror for the goods described in the Call-up;
- "Offeror" means the person or entity whose name appears on the signature page of the Standing Offer and who offers to provide goods to the Senate of Canada under the Standing Offer;
- "Standing Offer" means the written offer from the Offeror, the clauses and conditions set out, these general conditions, annexes, appendices and any other document specified or referred to as forming part of the Standing Offer;
- "Standing Offer Authority" means the person designated as such in the Standing Offer, or by notice to the Offeror, to act as the representative of the Senate of Canada in the management of the Standing Offer.

3. General

The Offeror acknowledges that a Standing Offer is not a contract and that the issuance of a Standing Offer and Call-up Authority does not oblige or commit the Senate of Canada to procure or contract for any goods or services listed in the Standing Offer. The Offeror understands and agrees that the Senate of Canada has the right to procure the goods and services specified in the Standing Offer by means of any other contract, Standing Offer or contracting method.

4. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Offeror is for any reason unable to provide the goods or services 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 goods or services provided by the Offeror 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 goods or services provided by the Offeror, 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.

5. Withdrawal

In the event that the Offeror wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the Offeror must provide no less than thirty (30) days' written notice to the Standing Offer Authority, unless specified otherwise in the Standing Offer.

The thirty (30) days' period will start upon receipt of the notification by the Standing Offer Authority and the withdrawal will be effective at the expiry of that period. The Offeror must fulfill any and all call-ups which are made before the expiry of that period.

6. Joint Venture

If the Offeror is a joint venture, the Offeror agrees that all members of the joint venture are jointly and severally or solidarily liable for the performance of any contract resulting from the Standing Offer. If the membership of a joint venture changes, the Standing Offer may be set aside by the Senate of Canada.

7. Standing Offers Reporting

- I. The Offeror must compile and maintain records on its provision of goods and services to the Senate of Canada under contracts resulting from the Standing Offer.
- II. The Offeror shall report the performance under this Standing Offer to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

8. Term of Standing Offer

8.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer and providing goods and services is two (2) years, from the date of Standing Offer award to *(To be identified upon standing offer issuance)* inclusive.

8.2 Extension of the Standing Offer

- I. The Offeror grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to three (3) additional one (1) year period under the same conditions. The Offeror agrees that, during the extended period of the Standing Offer, it will be paid in accordance with the applicable provisions as set out in Section 15 – Price Escalation and Cost.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Offeror at least two (2) calendar days before the expiry date of the Standing Offer. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

9. Authorities

9.1 Standing Offer Authority

The Standing Offer Authority is:

Daniel Tilsley
Contracting Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th Floor
Ottawa, ON K1A 0A4

Telephone: 613-415-9129
Facsimile: 613-947-1943
E-mail: Daniel.Tilsley@sen.parl.gc.ca

9.2 Offeror's Account Representative

(To be identified upon standing offer issuance)

10. Call-up Instrument

The work will be authorized using a Senate of Canada Purchase Order.

11. Financial Limitation

The total cost to the Senate of Canada resulting from call ups against the Standing Offer must not exceed the sum of \$_____ *(To be identified upon standing offer issuance)*, Applicable Taxes extra, unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or supply any goods in response to call ups which would cause the total cost to the Senate of Canada to exceed the said sum, unless an increase is so authorized.

12. 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 call-up against a Standing Offer (purchase order), and any annexes;
- b) the articles of the Contract;
- c) the articles of the Standing Offer; and
- d) the annexes of the Standing Offer.

13. Applicable Law

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed and the relations between the parties determined, by the laws in force in Ontario.

14. Ownership of Intellectual and Other Property Including Copyrights

- I. Documents and information produced by the Contractor in the performance of this contract shall vest in and remain the property of the Senate of Canada.
- II. Documents shall contain the following copyright notice: © Her Majesty the Queen in Right of Canada (year) as represented by the Senate of Canada

15. Price Escalation and Cost

Upon Standing Offer award, all prices quoted in the Offeror's offer will remain firm for a period of two (2) years. Thereafter, on an annual basis, the Offeror may review the price of each item listed in the agreement and may propose increases. Such increases must not be greater than the consumer inflation factor as specified in the Canadian Consumers Price Index for the previous year. The Offeror must provide the Senate of Canada with a sixty (60) day written notice for any increase in cost of goods or services proposed. Once this notification is received and accepted by the Senate of Canada, prices will remain firm until the next option period is exercised. Upon receipt of a formal notice, the Senate of Canada reserves the option to amend the Standing Offer to reflect the new cost, remove the item from the Standing Offer or cancel the Standing Offer in its entirety.

16. Default by the Offeror

- I. If the Offeror is in default in carrying out any of its obligations under the Standing Offer, the Standing Offer Authority may, by giving written notice to the Offeror, terminate for default the Standing Offer, any Resulting Contract(s) or part of the Standing Offer or any Resulting Contract(s). The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Offeror has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Offeror becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Offeror, or an order is made or a resolution passed for the winding-up of the Offeror, the Standing Offer Authority may, by giving written notice to the Offeror, immediately terminate for default the Standing Offer, any Resulting Contract(s) or part of the Standing Offer or any Resulting Contract(s).
- III. If the Senate of Canada gives notice under subsection 1 or 2, the Offeror will have no claim for further payment except as provided in this section. The Offeror will be liable to the Senate of Canada for all losses and damages suffered by the Senate of Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate of Canada in procuring the Work from another source. The Offeror agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

1. Requirement

The Contractor must perform the Work described in the call-up against the Standing Offer.

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. "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.
- IV. "Contract Price" means the amount expressed in the contract to be payable to the Contractor for the finished work.
- V. "Supplementary Conditions" means any other general conditions forming part of the contract.

3. Status of the Contractor

- I. The Contractor is an independent entity engaged by the Senate of Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture or an agency between the Senate of Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of the Senate of Canada to anyone. Neither the Contractor nor any of its personnel is engaged as an employee or agent of the Senate of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.
- II. Under no circumstances shall the Contractor use any stationery with a Senate of Canada letterhead to conduct business under this agreement.
- III. It is the intention of the parties that the agreement is for the provision of goods and/or services and that the Contractor is engaged as an independent contractor providing goods and/or services to the Senate of Canada and that the Contractor's Employees are not engaged as Senate of Canada employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate of Canada.
- IV. No Contractor or their staff can render services or benefit from payments under a contract with the Senate of Canada 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.

4. Conduct of the Work

- a) The Contractor represents and warrants that:
 - a) it is competent to perform the Work;
 - b) it has everything necessary to perform the Work, including the resources, facilities, labour, technology, equipment, and materials; and
 - c) it has the necessary qualifications, including knowledge, skill, know-how and experience, and the ability to use them effectively to perform the Work.
- b) The Contractor must:
 - a) perform the Work diligently and efficiently;
 - b) except for Senate property, supply everything necessary to perform the Work;
 - c) use, as a minimum, quality assurance procedures, inspections and controls generally used and recognized by the industry to ensure the degree of quality required by the Contract;
 - d) select and employ a sufficient number of qualified people;
 - e) perform the Work in accordance with standards of quality acceptable to the Senate of Canada and in full conformity with the specifications and all the requirements of the Contract; and
 - f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.

5. Subcontracts

- I. In any subcontract, the Contractor must, unless the Standing Offer Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Standing Offer Authority, not less favourable to the Senate of Canada than the conditions of the Standing Offer.
- II. 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.

6. Time 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.

7. Compliance with Applicable Laws

- I. The Contractor must comply with all laws applicable to the performance of the contract. The Contractor must provide evidence of compliance with such laws to the Senate of Canada at such times as the Senate of Canada may reasonably request.
- II. The Contractor must obtain and maintain at its own cost all permits, licenses, regulatory approvals and certificates required to perform the Work. If requested by the Standing Offer Authority, the Contractor must provide a copy of any required permit, license, regulatory approvals or certificate to the Senate of Canada.

8. Indemnity Against Claims

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

- I. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof ; and
- II. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments has been made by the Senate of Canada.

9. 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 delivery of goods.

10. Amendment

To be effective, any amendment to the Contract must be done in writing by the Standing Offer Authority, or designated authority, and the authorized representative of the Contractor.

11. Assignment

- I. The Contractor must not assign the Contract without first obtaining the written consent of the Standing Offer Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.
- II. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon the Senate of Canada.

12. Suspension of the Work

The Standing Offer Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

13. Default by the Contractor

- I. If the Contractor is in default in carrying out any of its obligations under the Contract, the Standing Offer Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor, the Standing Offer Authority may, by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
- III. If the Senate of Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to the Senate of Canada for all losses and damages suffered by the Senate of Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate of Canada in procuring the Work from another source. The Contractor agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

14. 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 of Canada.
- 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.

15. Discrimination and Harassment in the Workplace

- I. The Contractor declares that its employees 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 employees 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.

16. Confidentiality

Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or contractors to which the Contractor or any of its employees, staff or sub-contractors become privy as a result of goods to be acquired under this contract shall be treated as confidential during and after the acquisition of the goods or the provision of the services.

17. Advertisement

The Contractor shall not without prior written consent from the Senate of Canada, 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 of Canada source files.

18. Integrity Provisions – Contract

- 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 offer, 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.

19. 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.

20. Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

21. Payment

21.1 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 the Basis of Payment at Annex B.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

21.2 Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the Contractor'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.

22. Invoicing Instructions

- I. The Contractor's certified invoice 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 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.

23. Taxes

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

24. Payment Period

- I. The Senate of Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid automatically in accordance with section 25 below.
- II. If the content of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, the Senate of Canada will notify the Contractor within fifteen (15) days of receipt. The 30-day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by the Senate of Canada to notify the Contractor within fifteen (15) days will only result in the date specified in subsection 1 to apply for the sole purpose of calculating interest on overdue accounts.

25. 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 of Canada 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 of Canada.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate of Canada 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 of Canada is responsible for the delay in paying the Contractor. In the event that the Senate of Canada is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate of Canada shall not be liable to pay the Contractor any interest on unpaid interest.

ANNEX A – STATEMENT OF REQUIREMENT

TITLE

Sheer Panels and Draperies

SCOPE

The Senate of Canada requires the furnishing and installation of sheer panels and draperies, on an as and when required basis.

SEPCIFICATIONS

A. Sheer Panels

- 2.5 fullness
- Manufacturer: Robert Allen
- Pattern: Tinted Batiste
- Colour: Beach
- 100% Polyester FR
- Tie backs to be included & match same material of sheers
- Pleated

B. Draperies (Decorative panels only)

- 2.25 fullness lined
- Manufacturer: Robert Allen
- Pattern: Aspen Stripe
- Colour: Biscotti
- 100% Polyester FR
- 2.5 inch tie back to be included & match same materials as draperies
- Pleated

C. Lining

- 2.25 fullness attached to drapery panels
- Manufacturer: Bournes Mill
- Pattern: Contraspec IFR 14814-08
- Colour: 005 off white
- 100% Trevira polyester

D. Solar Blinds

- Polyscreen 3% and/or 5%
- Colour: Albatrev (unless otherwise requested)
- With controls on right hand side

E. Drapery Track

- Metal track for pleated sheers and decorative panels (unless otherwise requested)
- Colour: Industry standard
- Material: Metal (unless otherwise requested)
- Hooks to be included

MEASUREMENTS

- a) All seams made with 4" thread overlock machine;
- b) All side seams to be 1" blind stitch;
- c) Headings to be 4" pinch pleat with washable buckram filler and colour to match drapes;
- d) The finished corner shall be uncut, folded mitres and finished to give a tailored appearance;
- e) Install continuous lead hem weight to all panels;
- f) Measurements will be taken by the supplier within forty eight (48) hours of the request by the Senate of Canada;
- g) The supplier must note that they must make an appointment with the Senate of Canada to have access to the office where they need to take measurements. The Senate of Canada will be responsible to inform the concerned office of the supplier visit; and
- h) All measurements taken by the supplier will be their responsibility.

INSTALLATION

- a) Installation will be co-ordinated by appointment through the representative of the Senate;
- b) Installation will be done either during or after Senate normal working hours at no additional cost to the Senate; and
- c) Installation must be completed within ten (10) working days from receipt of materials from Manufacturer.

WARRANTY

The supplier guarantees the Senate a ten (10) year warranty on all draperies and sheers, a three (3) year warranty on blinds and drapery tracks against defects in workmanship or materials without any exception.

REPAIRS

- a) Repairs due to manufacturer defects will be made at no cost to the Senate; and
- b) Any repairs required due to regular wear and tear or abuse, which is not covered under the warranty, is not to be performed prior to the Contractor supplying a written quotation to the Senate of Canada who will approve the repairs.

OTHER SERVICES

The Senate of Canada may request additional services for non-standardized drapery or specialty items. When such services are required, the Contractor will work with the Senate of Canada to provide a solution to the requirement.

CONSTRAINTS

All items to be supplied, as specified in this document, must be new.

ANNEX B – BASIS OF PAYMENT

A. Sheer Panels

For sheers per yard including fabrics, lining, labour for creation, and installation.

Unit of Measure	Cost
per yard	\$
per pair of ties	\$

B. Draperies

For draperies per panel (1 width of fabric) including fabrics, lining, labour for creation, and installation.

Unit of Measure	Cost
per yard	\$
per pair of ties	\$

C. Additional Services

Item	Fixed Hourly Cost
on-site consultation (includes measurements, problem resolution, consultation, design, etc.)	\$
seamstress	\$
repairs	\$
installation	\$