



REQUEST FOR STANDING OFFER AGREEMENT (RFSO)

Subject:

Janitorial Supplies

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

Issue Date: October 30, 2019	Closing Date and Time: November 20, 2019 at 11:00 EST	RFP No: SEN-045 19/20
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SENATE INFORMATION

<p>For all inquiries:</p> <p>Contact: Kelly Shields Title: Senior Procurement Officer Address: 40 Elgin Street, Room 1110 Ottawa, ON K1A 0A4, Canada Telephone no: 613-995-8888 E-mail: Proc-appr@sen.parl.gc.ca</p>	<p>Offers can be delivered by e-mail or to the address of the Contracting Authority below.</p> <p>E-mail: Proc-appr@sen.parl.gc.ca</p> <p>Or by</p> <p>By Courier The Senate of Canada Finance & Procurement Directorate 40 Elgin Street, 11th floor Ottawa, Ontario K1A 0A4</p> <p>By Mail The Senate of Canada Finance & Procurement Directorate 40 Elgin Street, 11th floor Ottawa, Ontario K1A 0A4</p> <p>PLEASE MARK ALL CORRESPONDANCE WITH THE RFP NUMBER INDICATED ABOVE.</p>
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BIDDER SIGNATURE BLOCK

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

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

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into five (5) parts plus four (4) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract;
- Annex A Statement of Requirement;
- Annex B Basis of Payment;
- Annex C Language Proficiency;
- Annex D Direct Deposit Form.

2. Summary

The Senate of Canada (Senate) is seeking proposals to establish one (1) Standing Offer for the supply and delivery of Janitorial supplies for the Senate for a period of 3 years from the date of standing offer award, with the option to renew the standing offer for 2 additional 1-year periods as defined in the statement of requirement at "Annex A".

3. Debriefings

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

4. Key Terms and Definitions

Bidder	the person or entity submitting a bid to perform a contract for the purchase of goods. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Contract Price	the amount expressed in the contract to be payable to the Contractor for the finished work.
Contracting Authority	means the person designated in this RFSO and any resulting Contract, or by notice to the Bidder, to act as the representative of the Senate of Canada of any resulting contract.
Day	mean business day unless otherwise specified
Senate	the Senate of Canada
SOR	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.
Call up:	a call up is a PO issued against the resulting Standing Offer Agreement (SOA) to order goods and services with a specific delivery date.
National Capital Region	is an official federal designation for the Canadian capital of Ottawa, Ontario, the neighbouring city of Gatineau, Quebec, and surrounding urban and rural communities

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Standing Offer for the provision of the goods and services as described in the Statement of Requirement (SOR) Annex “A” and in accordance with the stated mandatory requirements set forth in this Request for Standing Offer.

2. Signature Requirement

- I. Page 1 of this RFSO must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFSO.
- III. 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 **ninety (90) 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 **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the 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. All copies of documents submitted in response to this Request for Standing Offer shall become the property of the Senate of Canada and will not be returned.

5. Joint Venture

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

6. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's proposal.
- II. Enquiries regarding this RFSO must be received by e-mail at: proc-appr@sen.parl.gc.ca by the contracting officer, no later than **November 13, 2019 by 11am EST**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate of Canada.
- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFSO will be provided to all Bidders by simultaneously posting responses to Buy and Sell without revealing the sources of the inquiry.

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

- I. A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder 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 bids. The only pieces of evidence relating to a delay in the CPC system that are acceptable to The Senate of Canada, and clearly indicate that the bid was mailed before the bid closing date, are identified below:
 - a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label
- II. Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by the Senate.
- III. Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

9. Price Justification

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

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

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 affiliates or 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 affiliates or 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 them with an opportunity to make representations before making a final decision. Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

11. Ownership of RFSO documents

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

12. Funding Approvals

Bidders should note that all contract awards are subject to the Senate of Canada's internal approvals process which includes the requirement of obtaining internal approvals should funding requirements exceed internal budgets for any proposed contract. Despite the fact that a bidder may have been recommended for contract award, a contract will only be awarded if internal approval is granted according to the Senate of Canada's internal policies. In this case, if approval is not granted, a contract cannot be awarded.

13. Applicable Laws

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

14. Level of Security

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

15. No Guarantee of Volume of Work or Exclusivity of Agreement

- I. The information contained in the RFSO constitutes an estimate and is supplied solely as a guideline to the Bidder. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.
- II. Nothing in this RFSO is intended to relieve the Bidder from forming its own opinions and conclusions with respect to the matters addressed in this RFSO. Transaction activities described is an estimate only and may not be relied on by the Bidders. Estimates are intended to be used by The Senate of Canada for the purpose of evaluating the Proposals.
- III. The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables to those described in this RFSO.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate of Canada requests that bidders, who are submitting their bid electronically, provide their bid in separate electronic files in a single transmission as follows:

- File I: Mandatory Criteria
- File II: Technical Proposal
- File III: Financial Bid – Annex « B » - Basis of Payment
- File IV: Annex « D » - Direct Deposit Form

Prices must appear in the financial bid only. **Prices indicated in any other section of the bid will result in the disqualification of the bid.**

The Senate of Canada requests that bidders, **who are submitting their bid in paper version,** provide their bid in separately bound sections as follows:

- Section I: Mandatory Criteria (4 hard copies and 1 soft copy on USB)
- Section II: Technical Bid (4 hard copies and 1 soft copy on USB)
- Section III: Financial Bid (1 hard copy)
- Section IV: Annex « D » - Direct Deposit Form (1 hard copy and 1 copy on USB)

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"); and
- b) Use a numbering system that corresponds to the offer solicitation.

Bidders must quote the RFSO number as part of the subject line in their bid submission

File I: Mandatory Criteria

In the Mandatory Criteria Section of their proposal, bidders should clearly indicate how they meet each of the Mandatory Criteria outlined in Part 4 – Evaluation Procedures and Basis of Selection

File II: Technical Proposal

- I. In their Technical Proposal, 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 Proposal 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.

File III: Financial Proposal

Bidders must submit their Financial Bid (Annex B – Basis of Payment), in Canadian funds. The total amount of Applicable Taxes must be shown separately.

File IV: Annex “D”

Bidders must complete, sign and return Annex “D” – Direct Deposit Form with their Bid

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Mandatory Criteria

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

The mandatory criteria are:

Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Item Pricing List</p> <p>The Bidder must be able to source to the Senate all the products listed in the table in Annex B – Basis of Payment in its entirety.</p>	<p>All information requested must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M2. Delivery Lead Time:</p> <p>All goods must be delivered within Five (5) business days from the time that the Bidder receives a signed Senate Purchase Order, as detailed in Annex A – Statement of Work.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>A statement indicating compliancy with the mandatory requirement provided under (M2) of this RFSO.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M3. Corporate Experience:</p> <p>The Bidder must demonstrate that they have, at a minimum, five (5) years of experience within the last eight (8) years, providing janitorial products, in either retail or corporate sales, or both.</p> <p>To demonstrate experience, the Bidder must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> a) The date at which janitorial products sales became part of the business offering; and b) Certificate of Incorporation 	<p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M4. Bidder's Representative</p> <p>The Bidder must designate an account manager who will act as the principal point of contact for all matters related to the supply and delivery of goods.</p> <p>The Bidders must, at a minimum, provide the following information:</p> <ol style="list-style-type: none"> a) Account Manager's full name b) Contact Information (including telephone number and e-mail address) c) Statement certifying that the Account Manager is able to provide bilingual services as per Annex C- Language Proficiency, Level Intermediate. 	<p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M5. References</p> <p>The Bidder must provide a minimum of two (2) client references to which it has provided similar services within the last five (5) years.</p> <p>Each client reference must include at a minimum:</p> <ul style="list-style-type: none"> • Client Organization • Contact Name • Valid phone number and e-mail address for the contact. • Length of time providing services to the client. <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate of Canada reserves the right to contact any of these references.</p>	<p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M6. Warehouse Location Confirmation</p> <p>The Bidder must confirm that their warehouse is in the National Capital Region by providing the address of the warehouse.</p>	<p>This information must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
<p>M7. Order Fulfillment</p> <p>The Bidder must be able to fulfill emergency orders within 24 hrs of an order placement.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>A statement indicating compliancy with the mandatory requirement.</p> <p>All information requested must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M8. Training</p> <p>The Bidder must confirm and provide the proof that certified WHMIS Trainers are employed and can provide training services to the Senate employees.</p> <p>Must provide the name of each trainer and a copy of the WHMIS Certification</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		
<p>M9. Reporting</p> <p>The Bidder shall confirm that they can provide sales reporting as described in Annex B – Statement of Requirements.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <p>A statement indicating compliancy with the mandatory requirement.</p> <p>All information requested must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide this information will result in your proposal being given no further consideration.</p>		

3. Rated Evaluation Criteria

- I. Proposals that do not clearly meet all the mandatory requirements set forth in this RFP and do not attain a minimum of 80% for the requirements which are subject to the evaluation criteria point rating will be disqualified.
- II. Price is only one criterion in the evaluation of proposals. The Senate of Canada is seeking best overall value and will evaluate proposals on a point rating system based on evaluation criteria.
- III. Ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all information included.
- IV. Bidders must include all information relating to the criteria in the Bidder's Technical Proposal. All information contained within the Bidder's Technical Proposal must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the proposal.

The table below is the scoring guideline that will be used by the evaluation panel as a reference to assign a score to rated criterion R2.

Points	RATED CRITERION TABLE FOR R2
0	Information provided does not address the criteria. Bidder receives 0% for the available points for this element.
2	Information provided demonstrates a minimal understanding that is relevant to the stated criteria. Bidder receives 10% of the available points for this element.
6	Information provided demonstrates some understanding that is relevant to the stated criteria but does not demonstrate a full range of understanding for all elements of the rated criteria. Bidder receives 30% of the available points for this element.
10	Information provided demonstrates understanding for most but not all of the elements of the rated criteria. Bidder receives 50% of the available points for this element.
12	Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria. Bidder receives 70% of the available points for this element.
15	Rated criteria is dealt with in depth, information provided demonstrates a full range of in-depth understanding of all of the elements of the rate criteria. Bidder receives 100% of the available points for this element.

The rated evaluation criteria are:

TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
R1. Corporate Experience: Bidder's experience in the supply and delivery, of Janitorial supplies. The Bidder should demonstrate experience which is above and beyond the minimum five (5) years identified in M3.	15 points maximum 15 points: +9 years' experience 12 points: +7 years – 9 years' experience 10 points: +5 years – 7 years' experience 8 points: 5 years experience	
R2. Training The Bidder shall describe its WHMIS and Carpet Care/Floor Care training programs. This description should include, but not be limited to: <ul style="list-style-type: none"> A course outline for each type of training 	30 points maximum (15 points per training type) Rated Criterion will be evaluated as per the Rated Criterion Table R2	
R3. Environmental Initiatives The Bidder shall demonstrate that the products offered are environmentally sustainable as part of their overall stock. Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable Green certification.	1 Point awarded per certification for a 4 point maximum The Bidder must, provide a copy of each certification.	
Total of all the Point Rated technical criteria	49 points Maximum	
Minimum pass mark (80%)	39.5	

4. Financial Proposal

- I. Pricing must include all requirements as set forth in the RFSO.
- II. Pricing must be submitted in a separate electronic file clearly labeled "Financial Proposal" along with the Bidders company name. Prices must appear in the Financial Proposal only. Prices indicated in any other section of the bid will result in the disqualification of the bid.

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation and contractor selection purposes only, the evaluated price of a bid will be determined as per the pricing table detailed in the Basis of Payment at Annex B.

6. Basis of Selection

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

A proposal must comply with all the requirements of the RFSO. If it is determined that a proposal does not comply with any of the requirements of the RFSO, such proposal will be deemed non-responsive and will not be given further consideration.

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

- Phase 1 – Mandatory Technical Evaluation
- Phase 2 – Technical Merit Rated Technical 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 non-responsive and will not be given further consideration. The Senate will perform an evaluation on each stream separately.

Phase 2 – Technical Merit Rated Technical Evaluation

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

Phase 3 – Determination of Highest Ranked Bidder

The bidder(s) with the highest combined evaluation score per stream will be considered for the award of a Standing Offer Agreement(s).

One Standing Offer Agreement may be awarded

7. Identical Bids

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

PART 5- STANDING OFFER AND RESULTING CONTRACT CLAUSES

1. Offer

- I. The contractor is 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 contractor 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. General

The contractor 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 contractor 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.

3. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 3.1 shall be deemed to have been received by either party:
 - a) If delivered personally, on the day that it was delivered
 - b) If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c) If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor.

4. Replenishment of Standing Offer Agreement list

- I. The Senate of Canada reserves the right to "replenish" the list of SOA's by offering an SOA to another firm. The basis for deciding which firm will be offered a "replenishment" SOAs shall be "the next ranked firm as per rankings established".
- II. Firms offered replenishment SOAs within 3 years of initial award of SOAs will be expected to honor the rates submitted for the initial period in response to this RFSO. Firms offered replenishment SOAs more than 3 years after initial award of SOA will be offered an adjustment of their unit prices. The term of any resulting SOA will be from award to the initial end of Standing Offer Agreement date.
- III. Should the Senate of Canada exercise its right under item 3.I above, the next ranked Bidder shall provide, within 5 days of written notification, samples that meet or exceed those that were provided and evaluated under this RFSO. These samples will again be evaluated for compliancy and, if acceptable, kept by the Senate of Canada for quality comparison throughout the term of resulting Standing Offer Agreement. These samples shall be purchased by the Senate of Canada.

5. Withdrawal

In the event that the contractor wishes to withdraw the Standing Offer after authority to call-up against the Standing Offer has been given, the contractor 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 contractor must fulfill any and all call-ups which are made before the expiry of that period.

6. Standing Offers Reporting

- I. The contractor 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 contractor 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.

7. Term of Standing Offer

7.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer and providing goods and services is three (3) years, from the date of Standing Offer award to *(To be identified upon standing offer issuance)* inclusive.

7.2 Extension of the Standing Offer

- I. The contractor grants to the Senate of Canada the irrevocable option to extend the term of the Standing Offer by up to two (2) additional one (1) year period under the same conditions. The contractor 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 contractor at least two (2) weeks 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.

8. Call-up Instrument

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

9. Priority of Documents

If there is a discrepancy between the wordings 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.

10. 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.

11. 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

12. Price Escalation and Cost

Upon Standing Offer award, all prices quoted in the Contractor's offer will remain firm for a period of three (3) years. Thereafter, on an annual basis, the Contractor 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 Contractor must provide the Senate of Canada with a thirty (30) 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.

13. Default by the Contractor

- I. If the Contractor 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 Contractor, 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 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 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 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. Replacement of Specific Individuals

- I. If specific individuals are identified in the Contract to perform the Work, the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control.
- II. If the Contractor is unable to provide the services of any specific individual identified in the Contract, it must provide a replacement with better than or equivalent qualifications and experience. The replacement must meet the criteria used in the selection of the Contractor and be acceptable to the Senate of Canada. The Contractor must, as soon as possible, give notice to the Contracting Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Contractor must not, in any event, allow performance of the Work by unauthorized replacement persons. The Contracting Authority may order that a replacement stop performing the Work. In such a case, the Contractor must immediately comply with the order and secure a further replacement in accordance with subsection 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.

15. Termination of Agreement

- I. The Senate of Canada may immediately terminate this agreement if the Contractor 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 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 ten (10) days written notice if it is determined that the goods or services provided by the Contractor, either in whole or in part, are no longer required.
- IV. Either party may terminate this agreement upon a ten (10) days written notice.
- V. The Senate of Canada reserves the right to terminate the Standing Offer Agreement of any firm that shows repeated failure to satisfactorily manage the quality, quantity, timelines and/or respect the rates (this list is non-inclusive) identified in the SOA. A repeated failure means where the company receives written notification from the Senate of Canada, at maximum 3 times, concerning issues listed above and no improvements have been done to rectify the issue to the satisfaction of the Senate.
- VI. In the event that this agreement is terminated prematurely, the fee shall be reduced pro rata.

16. 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.

17. Conduct of the Work

- I. 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.
- II. 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.

18. 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.

19. 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.

20. 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.

21. Indemnity Against Claims

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

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

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 II, 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.

27. 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.

28. Health and Safety

The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:

- a) Refraining or minimizing the use of scented products while in the Senate workplace;
- b) Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
- c) No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.

If contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. Proactive Disclosure

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

35. Authorities

35.1 Standing Offer Authority

The Standing Offer Authority is:

Kelly Shields
Senior Procurement Officer
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th Floor
Ottawa, ON K1A 0A4

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

35.2 Project Authority

(To be identified upon standing offer issuance)

35.3 Contractor's Account Representative

(To be identified upon standing offer issuance)

36. Financial Limitation

The total cost to the Senate of Canada resulting from call ups against the Standing Offer must not exceed the sum of \$225,000.00. Applicable Taxes extra, unless otherwise authorized in writing by the Standing Offer Authority. The Contractor 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.

37. 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 the cost 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.

38. Invoicing

- I. For each purchase order issued against any resulting Standing Offer Agreement, the Contractor shall submit one detailed invoice which must include, at a minimum:
 - i. the date the good was delivered,
 - ii. A list of the items with the quantity and cost
 - iii. and the contract reference number.
- II. The Contractor's certified invoice shall be forwarded to:

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

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

39. Method of Payment

- I. Direct Deposit: the Senate of Canada can deposit directly all payments into the individuals/corporation's account. Please submit a completed direct deposit form at Annex C with your offer.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the contract.

40. Sales Tax

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

41. 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 REQUIREMENT

Background

The Senate of Canada's Maintenance unit ensures that high standards of cleanliness are applied to the 474,790 square feet occupied by the Senate within the Parliamentary Precinct, and it ensures that its facilities and furnishings are kept in good order and an acceptable state of cleanliness.

Requirement

A variety of high-end janitorial supplies as listed in Annex B – Basis of Payment, supplies are required by Senate Maintenance in order to adequately perform their tasks. The Bidder will supply the necessary products and services required, which include:

- Cleaning products and supplies on a timely basis
- Related dispensers for cleaning supplies
- On-site WHMIS training programs
- On-site Carpet Care training
- On-site advisory and troubleshooting services

These programs will ensure the products are used properly, thereby improving their effectiveness, reducing waste and improving employee safety.

The Bidder will be responsible to provide these goods and services, on “as and when required” basis.

Products and Services

The complete list of products and services required by the Senate is listed in Annex B – Basis of Payment.

Client Support and/or Product Consultation

- The Bidder must provide support and/or consultation for all products it carries and agrees to provide to the Senate of Canada, including support for carpet and floor care
- The Bidder will designate a dedicated representative or team, within its organization, to support the Senate of Canada account. The representative(s) must have a broad knowledge of the products sold by their company and be able to provide troubleshooting advice and/or direction with regards to the usage of specific products.
- The representative(s) must have the ability to communicate in French or English as per Annex C – Language Proficiency, Intermediate Level. The Senate will contact the Bidder's representative(s) via telephone or email with questions regarding products, between the hours of 9:00AM to 5:00PM, Monday through Friday (statutory holidays excluded). All calls and emails received from the Senate, must be acknowledged within 4 hours.
- A representative may be required to come on site, within the Parliamentary Precinct, to provide client support and/or product consultation. When requested by the Senate, the representative will be required to be on-site within 24 hours of request, or at mutually agreed upon time.

Material Safety Data Sheets (MSDS)

The Winning Bidder is required to provide the Senate of Canada five (5) hard copies and one (1) electronic copy of the Material Safety Data Sheets for each of the products delivered to the Senate in each Official language or in a bilingual format.

Delivery Lead Time – Goods

All goods ordered by the Senate must be received within five (5) business days from the date the signed Purchase Order is received by the Bidder. Should the ordered goods be on back order or the shipment otherwise delayed, the Senate requires that it be notified of the delay immediately to assess the impact on its operations.

Dispensers

The Senate currently uses the following dispensers for its operations. The Bidder must provide replacements on an “as and when needed” basis. The Senate will be responsible for the installation of all dispensers once received.

- Automatic Dilution Systems (ADS) – no brand or model imposed;
- Bathroom tissue dispensers – Minimax 09669 double roll dispensers;
- Hand Paper dispensers – Kruger Genesis 2-09709 roll paper dispensers;
- Hand Soap dispensers – DEB Proline soap dispensers
- Seat-cover dispensers – Rochester Midland seat-cover dispensers

All dispensers must be provided FOC and once installed by the Senate become Senate Property and will not be returned to the supplier.

WHMIS/MSDS Training

The Bidder will be required to provide Workplace Hazardous Materials Information System (WHMIS) and MSDS training sessions to Senate employees. The Bidder will be required to develop and /or provide training materials and course outline and submit to Project Authority for approval thirty (30) days prior to delivery of training.

Training will take place at a Senate-designated location, within the Parliamentary Precinct. Scheduling of training session(s) will be done by the Project Authority. Due to activities related to the normal course of business, training sessions must be delivered between the hours of 6:00AM and 11:00PM.

It is anticipated that the Senate will organize a large training session on a yearly basis for all of its employees. Additional sessions may be required thereafter for new employees throughout the year.

The Bidder must be able to provide WHMIS/MSDS training sessions in both Official Languages.

It is estimated that up to fifty (50) employees will require this training each year.

The Bidder shall provide this training at no charge to the Senate of Canada.

Carpet-Care and Floor-Care Training

The Bidder will be required to provide a Carpet-Care and Floor-Care training session to Senate employees. The Bidder will be required to create/develop training materials and course outline and submit to the Project Authority for approval thirty (30) days prior to delivery of training.

Training will take place at a Senate-designated location, within the Parliamentary Precinct. Scheduling of training session(s) will be done by Project Authority. Due to activities related to the normal course of business, training sessions must be delivered between the hours of 6:00AM and 11:00PM.

It is anticipated that the Senate will organize a large training session on a yearly basis for all of its employees. Additional sessions may be required thereafter for new employees throughout the year.

It is estimated that up to fifteen (15) employees will require this training each year.

The Bidder shall provide this training at no charge to the Senate of Canada.

Inspection and Quality Assurance

The Senate shall inspect the delivered items upon delivery as part of its quality assurance process to ensure the items and services conform to the specified requirements.

The contractor will be promptly notified when any articles are not accepted, and such articles will be returned at the contractor’s risk and expense.

Substitute Products

The supplier must provide the Senate’s Project Authority with thirty (30) days written notice for any proposed changes to products described in the Contract. This notification must include the description of the proposed substitute product or a sample of such for testing by the Senate. In such cases the Project Authority may accept the substitute product or in cases of rejection, the Senate may request that the selected supplier provide alternative items for testing.

Delivery

The contractor must make all deliveries to the Senate of Canada, 95 Noel, Gatineau, Québec J8Z 0A1, via the Senate Scanning Facility situated at 2303 Stevenage Avenue, Ottawa, Ontario, K1G 3W1 during business hours (7:00 am to 1:00 pm local time) on any business day. The Senate will not accept any deliveries made outside the stated hours. The Senate will not accept any deliveries made outside the stated hours. Deliveries will be made FOB Destination. The contractor will be solely responsible for the condition of the goods until the unloading at the delivery location.

Reporting to the Senate of Canada

The Supplier shall be responsible for providing sales report in an Excel format, on a quarterly basis to the Senate. The Senate of Canada reserves the right to request reporting on a regular basis.

The reporting shall at a minimum include the following fields of information:

- Client's organization name;
- Supplier's Product number;
- Product/Service description;
- Unit price;
- Order quantity;
- Quantity shipped;
- Extended total (unit price x quantity shipped, excluding taxes);

The Supplier shall be responsible for any other ad hoc reports requested by the Senate of Canada.

Communications

The Contractor must designate a representative who will handle all communications and inquiries regarding the requirements of the Contract.

ANNEX B – BASIS OF PAYMENT

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

ITEM PRICING LIST

No substitute products will be allowed for items listed in the bidder's financial bid. All specifications stated are **mandatory**.

Prices listed must be all-inclusive

Table 1: Floor Care Program

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Non-ammoniated stripper for use on all hard and soft floors; removes floor finishes and sealers. Preferably scent-free. (Provide diluted, ready-to-use pricing in per-litre field)		4L - Ratio 1:20	
Wax: high solids, fortified polymer finishes that provide a brilliant shine; quick drying time and extended durability. Preferably scent-free.		4L	
Sealant: high solids versatile sealer and finish formulated to protect resilient and non-resilient flooring. Preferably scent-free.		4L	
Neutralizer: floor cleaning product used to neutralize stripper residue before applying a finish and sealer. Preferably scent-free. (Provide diluted, ready-to-use pricing)		5L - Ratio 1:320	
Floor soap: multi-use neutral detergent diluted in a dispenser. Preferably scent-free. (Provide diluted, ready-to-use pricing)		4L - Ratio 1:256	
Degreaser: multi-use neutral degreaser diluted in a dispenser. Preferably scent-free. (Provide diluted, ready-to-use pricing)		4L - Ratio 1:80	
Trouble Shooter (3M), no substitute	3M (no substitute)	21oz	
Floor or carpet cleaner for salt deposits		4L - Ratio 1:80	
Floor pads, black, 14"		each	
Floor pads, red, 14"		each	
Floor pads, pale blue, 14"		each	
Floor pads, Jackeroo, 20"		each	
Floor pads, blue, 20"		each	
Floor pads, green, 20"		each	
Floor pads, red, 20"		each	
Floor pads, black stripping pad, 20"		each	
Blue looped mop head, 24oz		each	
Ruff T-mop, for stairs		each	
Subtotal Table 1: Floor Care Program			

Table 2: Wool and Synthetic Carpet Maintenance

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Read-to-use detergent, to be used as a detergent or pre-cleaning agent for high-traffic areas. (Provide diluted, ready-to-use pricing)		5L - Ratio RTU	

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Detergent, formulated to remove carpet stains (including coffee, tea, alcoholic beverages and rust stains) (Provide diluted, ready-to-use pricing)		5L - Ratio RTU	
Foam suppressor, designed to rapidly dissipate foam in the recovery tanks of extraction equipment. No mixing required.		5L - Ratio 1-3oz/ tank	
Low-foaming, neutral pH, carpet cleaner formulated to clean, deodorize and sanitize carpets. (Provide diluted, ready-to-use pricing)		5L - Ratio 1:80	
Subtotal Table 2: Wool and Synthetic Carpet Maintenance			

Table 3: Washroom Care

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Hand Cleaner: superior quality antiseptic skin cleaner with anti-bacterial agents.	Deb Florafree anti-bacterial (no substitute)	2L	
Hand soap and body wash	Deb Hair and Body Wash (no substitute)	2L	
Glass cleaner: quick-drying, fragrance-free glass cleaner that does not leave streaks. To be diluted in a dispenser. (Provide diluted, ready-to-use pricing)		4L - Ratio 1:10	
Acid bowl cleaners: product that instantly dissolves rust, hard water deposits and uric acids, while destroying odour-causing bacteria.		5L	
Non-acid cleaners: cleaner to disinfect, de-scale and deodorize toilet bowls, urinals, sinks, shower stalls and other non-porous surfaces. Liquid		4L - Ratio 1:80	
Odour neutralizer: a liquid, multi-purpose, water-soluble product that very effectively neutralizes a wide range of odours. (Provide diluted, ready-to-use pricing in per-litre field) Scent-free		5L - Ratio 1:60	
Hygienic toilet seat covers.		Per pack of 250	
Recycled paper towel on rolls. 7.87" x 425', 800 sheets		Per Roll of 800 sheets	
"Jumbo" white, 2-ply toilet tissue, 12" x 1000'. 750 sheets		Per Roll of 750 sheets	
"Small" white, 2-ply toilet tissue, 506 sheets.		Per Roll of 506 sheets	
Powder-free latex-free surgical gloves (medium and large)		Per box of 100 pairs	
Sanitary bags, waxed		Box of 500	
Automatic Dilution System (ADS) dispenser		Each	

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Bathroom tissue dispenser.	Minimax 09669 double roll dispenser (no substitutes)	Each	
Hand Paper (rolls) Dispenser	Kruger Genesis 2-09709 roll paper dispenser (no substitutes)	Each	
Hand Soap Dispenser, Cartridge-style	Deb Proline soap dispenser (no substitutes)	Each	
Toilet Seat Cover Dispenser	Rochester Midland – white (no substitutes)	Each	
Subtotal Table 3: Washroom Care			

Table 4: Office Care

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
All-purpose germicidal cleaner - disinfectant, sanitizer, cleaner and deodorizer. Low foam. Diluted in a dispenser. (Provide diluted, ready-to-use pricing)		4L - Ratio 1:80	
Black, all-purpose garbage bags, 22" x 24".		Pack of 500 bags	
Clear garbage bags, 26" x 36", Regular.		Pack of 250 bags	
Compost bags , extra strong, 26"x36"		Pack of 250 bags	
Clear, extra-strong garbage bags, 42" x 48"		Pack of 100 bags	
Scrub sponges. Green and yellow.		Each	
2-ply facial tissue. 1000 per box		Each	
Trigger - light duty nozzle		Each	
Clear bottles. 24 oz. Pre-labelled with product information.		Each	
Subtotal Table 4: Office Care			

Table 5: Miscellaneous

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Rinse-aid for dishes		4L	
Laundry detergent with bleach in water soluble high-efficiency capsules.		Pack of 50 capsules	
Alcohol-based hand sanitizer, 400ml pump (waterless)		400 ML	
Surface cleaning and disinfectant wipes. General virucide.		Pack of 100	
Non-chlorinated dishwasher liquid cleanser.		20L	
12" x 12" cotton rags, white.		Each	
Red, green and/or blue microfiber cloths for commercial use, 12" x 12". Must be washable with bleach.		Pack of 50	
Distilled water for battery maintenance		4L	

Product Description	Brand Name Proposed	Volume Per Unit	Proposed Unit Cost
Telescopic lamb wool duster		Each	
Polypropylene toilet bowl brush, plastic handle		Each	
Dry foam carpet shampoo to be used with foam generator		4L	
“Sensor” vacuum cleaner bags		Pack of 10	
“Sensor” vacuum S-12 replacement brushes		Each	
Subtotal Table 5: Miscellaneous			

Total Proposed Costs Totals:


Product Description	Proposed Total Cost
Table 1: Subtotal Floor Care Program	
Table 2: Subtotal Cost Wool and Synthetic Carpet Maintenance	
Table 3: Subtotal Cost Washroom Care	
Table 4: Subtotal Cost Office Care	
Table 5: Subtotal Cost Miscellaneous	
***Total Cost Proposed for all products	

***This total is for evaluation purposes only.

ANNEX C – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	A person reading at this level can: <ul style="list-style-type: none"> • fully understand very simple texts; • grasp the main idea of texts about familiar topics; and • read and understand elementary points of information such as dates, numbers, or names from relatively more complex texts to perform routine job-related tasks. 	A person writing at this level can: <ul style="list-style-type: none"> • write isolated words, phrases, simple statements or questions on very familiar topics using words of time, place or person.
Intermediate	A person speaking at this level can: <ul style="list-style-type: none"> • sustain a conversation on concrete topics; report on actions taken; • give straightforward instructions to employees; and • provide factual descriptions and explanations. 	A person reading at this level can: <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	A person writing at this level can: <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	A person speaking at this level can: <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	A person reading at this level can: <ul style="list-style-type: none"> • understand most complex details, inferences and fine points of meaning; and • have a good comprehension of specialized or less familiar material. 	A person writing at this level can: <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX D – DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE
Supplier Creation &
Direct Deposit Enrollment Form

Protected once completed

For internal use only _____
Supplier ID Code

INSTITUTION AND ACTION REQUIRED - Please select:

Create - Senate of Canada

Reason for action:

Section 1 - SUPPLIER DETAILS

LEGAL NAME: _____ Tel: _____

OPERATING NAME: _____ Tel: _____

ADDRESS:

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

City: _____ Province / State: _____ Country: _____

Remittance Address if different from above:

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

City: _____ Province / State: _____ Country: _____

HST/GST (if applicable Corporation) _____

Social Insurance Number (for Contractor) _____

Section 2 - SUPPLIER PAYMENT DETAILS

CANADIAN \$ | OTHER CURRENCY _____ (By Cheque Only)

Method of Payment:

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

Direct Deposit Email Payment Notification:

EMAIL Address 1 _____

EMAIL Address 2 _____

Section 3 - CONSENT

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

Name: _____

Signature: _____ Date: _____

COMMENTS: _____

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

Proc-Appr@sen.parl.gc.ca

Proc_2018-08-16