

REQUEST FOR STANDING OFFER AGREEMENT (RFSO)

Subject:

Workwear and Accessories

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

Issue Date: Closing Date and Time: RFSO No:
September 1, 2020 September 30, 2020 at 11:00 AM EST SEN-015 20/21

SENATE INFORMATION

For all inquiries the Contracting Authority

is:

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

Bids can be delivered only to the address of the Contracting Authority below.

By Courier or by Mail:

The Senate of Canada Finance & Procurement Directorate 2303 Stevenage Drive Ottawa, Ontario K1G 3W1

PLEASE MARK ALL CORRESPONDANCE WITH THE RFSO NUMBER: SEN-015 20/21

ELECTRONIC BIDS WILL NOT BE ACCEPTED.

BIDDER SIGNATURE BLOCK

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

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

Name of Firm:		
Name of Representative:		
Authorized Signature:	Date:	
Position Title:		
Email Address:		
Telephone Number:	Fax Number:	
GST Registration or Business Number:		



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PART 1 – GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six (6) parts plus four (4) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the 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;
- Part 6 Terms of Work and Payment
- 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 bids to establish one standing offer agreement for the supply of clothing and accessories for Senate employees. The period of the resulting standing offer will be for 3 years from the date of standing offer award, with two (2) additional one (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 RFSO process. The debriefing may be in writing, by telephone or in person.

4. Language of Bid Submission

The Bidder may submit their bid in either English or French.

5. Key Terms and Definitions

Account Manager	an employee of the Bidder and who manages the relationship between the
	Senate of Canada and the Bidder. Does not manage the running of the
	project
Bidder	the person or entity submitting a bid to perform a contract for the purchase of
	goods. It does not include the parent, subsidiaries or other affiliates of the
	Bidder, or its subcontractors.
Contract Price	the amount expressed in the contract to be payable to the Supplier 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

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Senate	the Senate of Canada
Statement of	the whole of the goods/services, materials, matters and things required to be
Requirements (SOR)	done, furnished and performed in order to carry out the contract including all
	services to be delivered.
Contract/Call up:	a call up/contract is a PO issued against the resulting Standing Offer
	Agreement (SOA) to order goods with a specific delivery date.
RFSO	Request for Standing Offer
Responsive Bid	a bid that complies with the invitation to bid and all prescribed procurement
	procedures and requirements.
Work	as per defined in the SOR



PART 2 - BIDDER INSTRUCTIONS

1. Prelude

I. The Senate of Canada invites "Bidders" to respond to this Request for Standing Offer Agreement (RFSO) for the provision of the goods as described in Annex A - Statement of Requirement (SOR).

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 Bidder to contracts must sign the RFSO.
- III. Failure to sign the cover page may result in the disqualification of the bid.

3. Irrevocable Bids

- I. Bids will remain open for acceptance for a period of not less than **ninety** (90) days from the closing date of the 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 Bid

I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFSO. All copies of documents submitted in response to this RFSO 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 Standing Offer Agreement 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 liable for the performance of any resulting contract.

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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 bid.
- II. Enquiries regarding this RFSO must be received by e-mail at: proc-appr@sen.parl.gc.ca by the Contracting Authority, no later than September 11, 2020, by 11am EST. Enquiries received after that date and 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 email without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

I. The Senate of Canada will reject any bids found to contain false, incorrect or misleading information. It is the responsibility of the Bidder to ensure that all information provided is accurate, clear and easily understood. Furthermore, the Senate of Canada may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. 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

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

I. This RFSO and all supporting documentation have been prepared by the Senate of Canada 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 RFSO 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 Supplier's response, and the Supplier further agrees not to use them for any purpose other than that for which they are specifically furnished.

12. Funding Approvals

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

13. Applicable Laws

I. Any resulting Standing Offer Agreement and resulting call-ups must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

14. Level of Security

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

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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 Bids.
- III. The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. The Senate 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 provide their bid in separately bound sections as follows:

Section I: a) Mandatory Criteria (4 hard copies, 1 soft copy on USB), and

b) Supply of product samples packaged as per Mandatory Criterion M1

Section II: Technical Bid (4 hard copies 1 soft copy on USB

Section III: Financial Bid - Annex B: Basis of Payment, Financial Bid (1 hard copy, 1 soft

copy on USB)

Section IV: Annex « D » - Direct Deposit Form Bid (1 hard copy, 1 soft copy on USB)

Prices must appear in the financial bid only. <u>Prices indicated in any other section of the bid will result in the disqualification of the bid.</u>

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

Section I: Mandatory Criteria

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

Section II: Technical Bid

- I. In their Technical Bid, bidders should demonstrate their understanding of the requirements contained in the RFSO and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.
- II. The Technical Bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the RFSO 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.
- III. The Bidder must provide samples of all items in the size indicated in Part 4 Evaluation procedures and basis of selection, Mandatory Criteria M1. All samples will be returned except for those of the successful bidder. These products will be purchased by the Senate and used as samples until the end of the Standing Offer Agreement to ensure that goods received match the samples provided.

Section III: Financial Bid - Annex "B" - Basis of Payment

- I. Pricing must include all requirements as set forth in the RFSO
- II. The Bidder must submit their Financial Bid (Annex B Basis of Payment), in Canadian funds in accordance with Annex "B" Basis of Payment.
- III. The Bidder must provide pricing for each item list in Annex B Basis of Payment Table. Failure to do so will result in the disqualification of your bid.

Section IV: Annex "D"

I. Bidders must complete, sign and return Annex "D" – Direct Deposit Form with their Bid.

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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 RFSO 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 bid is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have two (2) working days (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being evaluated on the information that was provided.

2. Mandatory Criteria

- I. The Bidder must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders' Bid is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. The Bidder **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 Criteria					
Mandatory Criterion	Mandatory Criterion Submission Requirements		Cross Reference		
M1. Submission of Samples The Bidder must submit samples of the Clothing and Accessories they will be providing a bid on. All samples must match the requirements listed in Annex A – Statement of Requirements item 10.	In order to meet this Mandatory requirement, the Bidder must provide: Samples that match the requirements listed in Annex A – Statement of Requirements item 10. The Bidder must submit one sample for men's clothing and one sample for women's clothing, for all items listed in Annex "A" Statement of Requirements item 10: Each sample must be individually packaged and marked as follows: Name of company submitting item Description of item The size must be indicated for clothing This information must be provided under Mandatory Criterion (M1) in your submission.				

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	Mandatory Criteria		
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in your bid being given no further consideration.		
M2. Alternative Products to Cotton	In order to meet this Mandatory requirement, the Bidder must provide:		
	A statement indicating that they are able to supply alternative products to cotton when needed in accordance with Annex A – Statement of Requirements, item 5. If the bidder is not able to provide and alternative product please indicate this in the statement.		
	All information requested must be provided under Mandatory Criterion (M2) in your submission.		
	Failure to provide this information will result in your bid being given no further consideration.		
M3. Corporate Experience:	In order to meet this Mandatory requirement, the Bidder must provide:		
The Bidder must demonstrate that they have three (3) years of experience within the last five (5) years, in supply and delivery of clothing and accessories.	A statement indicating compliancy with the mandatory requirement.		
	This information requested must be provided under Mandatory Criterion (M3) in your submission.		
	Failure to provide the information specified will result in your bid being given no further consideration.		
M4. Bidder's Representative	In order to meet this Mandatory requirement, the Bidder must provide:		
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 clothing and accessories.	 Account Manager's full name Contact Information (including telephone number and e-mail address) 		
	All information requested must be provided under Mandatory Criterion (M4) in your submission.		
	Failure to provide this information will result in your bid being given no further consideration.		
M5. References The Bidder must provide two	In order to meet this Mandatory requirement, the Bidder must provide two (2) client		
The Bidder must provide two (2) client references to which it has provided similar services within the last three (3) years.	references each of which will include:Name of companyContact Name		



Mandatory Criteria				
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference	
NOTE: The Senate may not be used as a reference. The Senate of Canada reserves the right to contact any or all of these references.	 Valid phone number and e-mail address for the contact. Length of time providing services to the client. This information must be provided under Mandatory Criterion (M5) in your submission. Failure to provide this information will result in your bid being given no further consideration. 			
M6. Data stored in Canada The Bidder must confirm in writing that all data pertaining to the Senate of Canada must be stored in Canada.	In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement. This information must be provided under Mandatory Criterion (M6) in your submission. Failure to provide the information specified will result in your bid being given no further consideration.			

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFSO and do not attain a minimum of 70 points for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate of Canada is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.
- III. The Bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all rated information included.
- IV. Bidders must include all information relating to the criteria in the Bidder's Technical Bid. All information contained within the Bidder's Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.



The rated evaluation criteria are:

Technical Evaluation Criteria				
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference		
R1. Firm Experience	10 points maximum			
Bidder's experience supplying and delivering clothing and accessories. The Bidder shall demonstrate experience which is above and beyond the minimum three (3) years of experience identified in M3.	2 points = +3years - 5 years' experience 5 points = +5years - 7 years' experience 7 points = +7 years - 9 years' experience 10 points = +9 years' experience			
R2. Product Samples	30 points maximum			
 a. Clothing The Bidder shall identify the type and the composition of material for each item being offered in Annex A – Statement of Requirement – 10a. Clothing, as per the item list found in Annex A: Statement of Requirements, item 10 – Samples. The products must show: Label must clearly indicate the care instructions, composition of material, country of origin Label must be on the inside of the garment Size must match the size requested in Annex A – Statement of Requirement 10a. Clothing. Product quality R3. Product Samples – 	The Bidders samples shall be evaluated on: 10 points - Product label care instruction, composition and country of origin being legible 5 points - Product Label Easily located on inside of product 5 points - Size matches what is requested in Annex A - Statement of Requirement 10a. Clothing. 10 points - Product quality			
b. Accessories The Bidder shall provide samples as outlined in Annex A – Statement of Requirement – 10b. Accessories.	The Bidders samples shall be evaluated on: 6 points - Product quality. 4 points - Fit, and comfort.			



Technical Evaluation Criteria				
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference		
R4. Process of Return	15 points maximum			
The Bidder shall outline and explain their return policy and the timeline associated with this process.	0-4 points - Information provided demonstrates that a minimum of the requirement can be met 5-10 points - Information provided demonstrates that a more than half of the requirement can be met 11-15 points - Information provided demonstrates that the requirement can			
	be fully met.			
R5. Delivery	25 points maximum			
The bidder shall explain their delivery timelines and their method of delivery for:	0-5 points - Information provided demonstrates that a minimum of the requirement can be met			
Regular Delivery, as per Annex A – Statement of Requirement, item 30	6-15 points - Information provided demonstrates that a more than half of the requirement can be met			
	16-25 points - Information provided demonstrates that the requirement can be fully met.			
R6. Language Proficiency	0 or 5 Points			
Account Manager's Ability to provide bilingual services as per Annex C- Language Proficiency, Level Intermediate.	5 points: - The Bidder demonstrates bilingual language proficiency – level intermediate			
	0 points: - The Bidder does not demonstrate bilingual language proficiency – Level intermediate.			
R7. Green Procurement	Maximum 5 points			
The Bidder shall demonstrate sound environmental practices by outlining two (2) initiatives that the bidders company has in place.	5 points: The Bidder demonstrates two (2) environmental practices used by their company.			
	0 points: The Bidder did not demonstrate two (2) environmental practices used by their company.			
Total of all the Point Rated technical criteria	100 points Maximum			
Minimum pass mark (70%)	70 points required to pass			

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4. Financial Evaluation

- I. The price submitted must be in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation only the total cost for all items outlined in Annex "B" Basis of Payment shall be used.

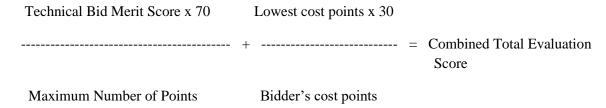
5. Basis of Selection

The bids that meets the mandatory requirements, that obtains a minimum of 70 points in the technical rated criteria will have their financial envelope opened.

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

Determination of Highest Ranked Bidder

A combined total evaluation score for those bids deemed responsive will be determined in accordance with the following formula:



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

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.

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PART 5- STANDING OFFER AND RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any resulting Standing Offer Agreement and subsequent call-ups resulting from the RFSO.

1. Offer

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

2. General

I. The supplier acknowledges that a Standing Offer Agreement 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 supplier 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 Agreement 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.I shall be deemed to have been received by either party:
 - a) If delivered personally, on the day that it was delivered
 - b) If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c) If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Supplier is a sole proprietor, to the Supplier.

4. Replenishment of Standing Offer Agreement (SOA) list

- I. The Senate of Canada reserves the right to "replenish" the SOA list by offering an SOA to another firm. The basis for deciding which firm will be offered a "replenishment" SOA 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.

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III. Should the Senate of Canada exercise its right under item 4.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

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

6. Standing Offer Reporting

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

7. Term of Standing Offer

I. 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.

II. Extension of the Standing Offer

- a) The supplier 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 supplier 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 12 Price Escalation and Cost.
- b) The Senate of Canada may exercise this option at any time by sending a written notice to the supplier 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

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

9. Priority of Documents

- I. 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

I. 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 Supplier 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

I. Upon Standing Offer award, all prices quoted in the Supplier's offer will remain firm for a period of three (3) years. Thereafter, on an annual basis, the Supplier 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 Supplier 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 Supplier

- I. If the Supplier 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 Supplier, terminate for default the Standing Offer, any Resulting Contract or part of the Standing Offer or any Resulting Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Supplier 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 Supplier, or an order is made or a resolution passed for the winding-up of the Supplier, the Standing Offer Authority may, by giving written notice to the Supplier, immediately terminate for default the Standing Offer, any Resulting Contract or part of the Standing Offer or any Resulting Contract.
- III. If the Senate of Canada gives notice under subsection I or II, the Supplier will have no claim for further payment except as provided in this section. The Supplier 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 Supplier 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 Supplier must provide the services of those individuals unless the Supplier is unable to do so for reasons beyond its control.
- II. If the Supplier 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 Supplier and be acceptable to the Senate of Canada. The Supplier 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.

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III. The Supplier 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 Supplier must immediately comply with the order and secure a further replacement in accordance with subsection II. The fact that the Contracting Authority does not order that a replacement stop performing the Work does not relieve the Supplier 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 Supplier 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 Supplier 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 Supplier, 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 supplier 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.

16. Status of the Supplier

- I. The Supplier 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. The Supplier must not represent itself as an agent or representative of the Senate of Canada to anyone. Neither the Supplier nor any of its personnel is engaged as an employee or agent of the Senate of Canada. The Supplier is responsible for all deductions and remittances required by law in relation to its employees.
- II. Under no circumstances shall the Supplier 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 Supplier is engaged as an independent supplier providing goods and/or services to the Senate of Canada and that the Supplier'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 Supplier 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 Supplier 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 Supplier 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 Supplier 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 Supplier is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Supplier 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 Supplier in performing the Supplier's obligations under the contract which is caused by events beyond the Supplier'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 Supplier shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Supplier will utilize to overcome the delay.
- III. Unless the Supplier 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 Supplier 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 Supplier must comply with all laws applicable to the performance of the contract. The Supplier 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 Supplier 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 Supplier must provide a copy of any required permit, license, regulatory approvals or certificate to the Senate of Canada.

21. Indemnity Against Claims

- I. Except as otherwise provided in the contract, the Supplier shall indemnify and save harmless the Senate of Canada from and against any and all claims, damages, loss, costs and expenses which they may at any time incur or suffer as a result or arising out of:
 - a) any injury to persons (including injuries resulting in death) or loss of or damage to property
 of others which may be alleged to be caused by or suffered as a result of the carrying out of
 work or any part thereof; and

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

22. Records to be Kept by the Supplier

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

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

24. Assignment

- I. The Supplier must not assign the Standing Offer Agreement 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 Standing Offer Agreement does not relieve the Supplier from any obligation under the SOA and it does not impose any liability upon the Senate of Canada.

25. Safeguarding of Senate Information

I. It is a MANDATORY REQUIREMENT of this Contract that the Contractor insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate of Canada Contracting Authority immediately in accordance with Section 3- Notice of this contract.

26. Suspension of the Work

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

27. Default by the Supplier

- I. If the Supplier is in default in carrying out any of its obligations under the Standing Offer Agreement, the Standing Offer Authority may, by giving written notice to the Supplier, terminate for default the Standing Offer Agreement. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Supplier has not cured the default to the satisfaction of the Standing Offer Authority within that cure period.
- II. If the Supplier 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 Supplier, or an order is made or a resolution passed for the winding-up of the Supplier, the Standing Offer Authority may, by giving written notice to the Supplier, immediately terminate for default the Standing Offer Agreement or part of the Contract.

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III. If the Senate of Canada gives notice under subsection I or II, the Supplier will have no claim for further payment except as provided in this section. The Supplier 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 Supplier agrees to repay immediately to the Senate of Canada the portion of any advance payment that is unliquidated at the date of the termination.

28. Conflict of Interest

- I. The Supplier declares that the Supplier 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 Supplier 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.

29. Health and Safety

- I. The Supplier, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a) Refraining or minimizing the use of scented products while in the Senate workplace;
 - b) Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
 - c) No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.
- II. If suppliers 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.

30. Discrimination and Harassment in the Workplace

- I. The Supplier 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 Supplier 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.

31. Confidentiality

I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its staff, employees or suppliers to which the Supplier or any of its employees, staff or subsuppliers 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.

32. Advertisement

I. The Supplier 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 Supplier from Senate of Canada source files.



33. Integrity Provisions – Standing Offer Agreement

- I. In its operation, the Supplier 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 Supplier from exercising its rights and duties hereunder.
- II. The Supplier 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 Standing Offer Agreement. If the Supplier made a false declaration in its offer, makes a false declaration under the Standing Offer Agreement, fails to diligently maintain up to date the information herein requested, or if the Supplier or any of the Supplier's affiliates fail to remain free and clear of any acts or convictions specified herein during the period of the Standing Offer Agreement, such false declaration or failure to comply may result in a termination for default under the Standing Offer Agreement. The Supplier 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 Supplier and agrees to immediately return any advance payments.

34. Entire Agreement

I. This SOA 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 Standing Offer Agreement.

35. Proactive Disclosure

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

36. Authorities

36.1 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

36.2 Project Authority

(To be identified upon standing offer issuance)

36.3 Supplier's Account Representative

(To be identified upon standing offer issuance)

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PART 6- Terms of Work and Payment

1. Extension of the Standing Offer Agreement

- I. The Contractor grants to the Senate of Canada the irrevocable option to extend the term of the SOA by up to two (2) additional one (1) year period under the same conditions. The Contractor agrees that, during the extended period of the SOA it will be paid in accordance with the applicable provisions as set out in Section 12 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 SOA. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through an amendment.

2. Financial Limitations

- I. The total cost to the Senate against the resulting contract must not exceed the sum of \$84,000.00 (*Applicable Taxes excluded*) for the initial period of the SOA unless otherwise authorized in writing by the Contracting Authority. The Contractor must not supply any articles which would cause the total cost to the Senate to exceed the said sum, unless an increase is so authorized.
- II. The Contractor must notify the Project Authority as to the adequacy of this sum when 75 percent of this amount has been committed before the expiry date of the Standing Offer Agreement, whichever comes first. However, if at any time, the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the Contracting Authority.

3. Basis of Payment

- In consideration of the Supplier satisfactorily completing all of its obligations under the Contract, the Supplier will be paid in accordance with the cost specified in Annex B - Basis of Payment.
- II. The Senate of Canada will not entertain any charges which are not specified in Annex B Basis of Payment unless approved by the SO Authority

4. Invoicing

- I. For each purchase order issued against any resulting Standing Offer Agreement, the Supplier shall submit one detailed invoice which must include, at a minimum:
 - a) the date the good was delivered,
 - b) a list of the items with the quantity and cost
 - c) and the Purchase Order reference number.
- II. The Supplier'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 Supplier for work shall be made:

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- a) 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;
- b) 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;
- c) If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Supplier.

5. Method of Payment

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

6. Sales Tax

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

7. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Supplier 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 Supplier. In the event that the Senate is not responsible for the delay in paying the Supplier, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Supplier any interest on unpaid interest.



ANNEX A – STATEMENT OF REQUIREMENT

1. Background

The Building Services section supports Senators and the Senate Administration by providing customer service to parliamentarians, their staff and visitors to the Parliamentary Precinct.

2. Senate Service Groups

The Senate requires the services of a supplier to provide work clothing and accessories for the staff members of the following Senate Services groups:

• <u>Transportation Services</u>

Much of the work is performed while driving a motor vehicle, including a bus, van or truck. There is exposure to all weather conditions, particularly when loading and unloading the contents of the vehicle.

• Installation Services

The role requires constant standing, bending, lifting of furniture, materials, equipment, and painting, sanding of interior walls and other surfaces. The work also involves climbing and working from ladders, and on occasion scaffolds and aerial platforms. The work also involves continuous exposure to extremes of weather.

• <u>Maintenance Services</u>

Work includes walking to all of the Senate buildings on a regular basis. The role also involves daily work such as moving large numbers of boxes, operating heavy maintenance equipment, floor scrubbers, and similar activities. Employees often work with chemical products.

• Printing Services

The work requires long periods of standing to operate printing equipment. Employees often work with chemical products in the printing processes.

Asset Management

The nature of the work includes climbing stools and ladders, bending to move items in and out of storage, stocking shelves, and loading and unloading trucks. The work also requires the incumbent to operate self-propelled material handling equipment such as forklifts.

• Furniture Finisher and Painting

The role consists of brushing, spray, or hand-rub finishing ingredients, such as paint, oil, stain, or wax, onto and into wood grain; then apply lacquer or other sealers. The work also requires the employee to remove old finishes and damaged or deteriorated parts, using hand tools, stripping tools, sandpaper, steel wool, abrasives and solvents.

• Committee attendant

Work includes walking to all of the Senate buildings on a regular basis with exposure to all weather conditions, the role also requires constant standing, bending, lifting of a variety of objects not exceeding 50 pounds.

• Mail room

Work includes standing for long period of time, the role also requires bending and lifting of a variety of objects not exceeding 50 pounds

3. Type of Clothing

The supplier must supply clothing and accessories as described in Annex B – Basis of Payment. Clothing must be durable, able to withstand repetitive manual labour and heavy equipment work five (5) days per week. Section 2 – Senate Service Groups, provides information on the type of work wear required and clothing must accommodate these work groups.

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<u>Note</u>: The quantities per employee provided below are an estimation and should not be taken as a fixed order amount.

a. Clothing

• Polo or Work Shirts Long sleeve or Short sleeve Grey: 7 per employee

• Work and Cargo Trousers Winter/ Summer or Knee Length Shorts: 7 per employee

• Jacket Winter (-35 degrees Celcius): 1 per employee

• Jacket Summer: 1 per employee

• Gloves: 1 per employee

• V-Neck Sweater or Cardigan: 2 per employee

• Hat: 1 per employee

Tuque or Earmuffs: 1 per employeeSocks Winter or Summer: 7 per employee

• Raincoat: 1 per employee

b. Accessories

Smock or Apron: if needed

• Belt: 1 per employee

• Umbrella – if needed

• Sunglasses or Clip-on: 1 per employee

4. Colour

The supplier should have a wide range of colours for all products. From time to time the Senate may request supplier to provide, at no charge, fabric and colour samples (i.e. swatches). The colour finishes may vary depending on the fabric, however the Supplier should advise the Senate on any colour changes due to fabrics or if a colour is going to be discontinued.

The current colour of the Senate is grey – colour code 940.

5. Fabric make-up

The supplier must recommend clothing that meet the requirements of the Senate Service groups listed in item 2, Senate Service Groups of Annex A – Statement of Requirements.

The supplier may be requested to provide alternative options to cotton products in the event of allergies to cotton if needed.

6. Manufacturer's Identification / Brand

- Where possible, no manufacturer's or brand identification or advertising labels or tabs on, or visible on the exterior of any clothing garment.
- Brand name Products refer to branded Products marketed by manufacturers (e.g. Roots, Nike, Levi's, etc.).

7. Clothing Labelling

Each article must have a durable care label attached to the inside of the garment which displays, at a minimum, information pertaining to cleaning instructions and size of garment, product composition, and country of origin.

8. Size

I. Clothing Products

The supplier must have all its clothing products available in the following adult sizes:

- Female:
 - o From extra-small ("XS") to two (2) extra-large ("2XL"); and/or

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- o From Size two (2) to twenty (20).
- Male:
 - From extra small ("S") to three (3) extra-large ("3XL").
 - o From thirty (30) to Fourty-four (44)

All sizes should be based on a recognized designation such as the US standard clothing size.

The supplier shall not charge the Senate an extra amount for oversized products. From time to time, the Senate may require alternate cuts and fits such as petite, tall, sizes 3XL or larger for women or 4XL or larger for men.

9. Product Quality

All the purchased products must be new.

The Senate understands that textiles are made in various strengths and degrees of durability, however, the supplier shall provide quality Products. As a minimum requirement all the proposed Products must be washable (e.g. laundered) and/or dry cleaned and wrinkle resistant.

To ensure the quality, the Senate, may require the supplier to provide information related to the Products such as but not limited to:

- Fabric blend: and
- Durability (e.g. pilling, Colour fast, shrink resistant, seam strength, hem strength, stitch count, tearing strength).

10. Samples

All bidders must provide samples of the following clothing and accessories for both women and men with their bid:

<u>Clothing – (Size Medium Men and Medium Women)</u>

a. Clothing

- Work Shirts short sleeves Grey Women and Men
- Work Shirts long sleeves Grey Women and Men
- Polo Shirts short sleeves Women and Men
- Polo Shirts long sleeves Women and Men
- Cargo Pants Summer– Women and Men
- Cargo Pants Winter Women and Men
- Work Pants (not cargo) Women and Men
- Painter Pants Women and Men
- Knee Length Shorts Women and Men
- Splash pants (rain pants) -Woman and Men
- Jacket Summer –Women and Men
- Jacket Winter (-35 degrees Celcius) or 5 in 1 –Women and Men
- V-Neck Sweater Women and Men
- Cardigan with Zip Woman and Men
- Hoodie with zip front Women and Men
- Socks winter and summer Women and Men
- Raincoat Women and Men

b. Accessories

- Smock or Apron Unisex
- Gloves Winter Women and Men
- Gloves Work Women and Men
- Hats / tuque / earmuffs Unisex
- Belt leather
- Heavy duty belt
- Umbrella standard size (not golf umbrella)
- Sunglasses



The Senate of Canada may retain the samples of the successful bidder in order to do quality comparison throughout the term of the resulting Standing Offer Agreement. Samples not selected will be returned. Unsuccessful bidders shall have their samples returned.

11. Product Ordering, Delivery and Pick-up

I. Product Lists

The supplier shall provide the following Product lists to The Senate as required:

- An electronic list of all Products in its published standard catalogue; and
- Standard printed published catalogue.

French Product list shall be provided as requested.

II. Product Ordering

The Senate shall place order's via Purchase Order.

12. Pick-up location

From time to time, due to the urgency of the situation, the Senate of Canada may have to pick up products at the Supplier's location. (e.g. retail store, mobile store).

13. Minimum Order

Proponent shall not apply any minimum order (e.g. spend and/or volume).

14. Lead Time for in-stock Products

The Senate of Canada expects to receive orders within a maximum of ten (10) days. The supplier and the Senate may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties.

The Senate will work with the supplier to determine the appropriate stock levels.

15. Return items

Any items returned will be at no cost to the Senate. There shall be no cost for the delivery of the correct item.

16. Damaged or Defective Shipment

Products will not be accepted upon delivery if:

- The products or packaging of products are defective (e.g. broken and/or damaged);
- The products or packaging of products are not delivered as agreed; or
- The products were substituted without prior approval of the Senate.

The supplier will be responsible for all shipping costs related to the return and replacement of any damaged or defective products from the Senate's location. The Senate will not be responsible for any re-stocking charges due to damaged or defective Products received.

17. Back Order

Back orders should be confirmed at the time of the order confirmation with an estimated delivery date, the Senate will have an option to cancel or keep the back orders.

18. Discontinued Products

The supplier shall notify the Senate of Canada project authority prior to discontinuation.in writing as soon as they are aware of one of the Senate's products being discontinued.

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19. Product Warranty

The supplier shall warrant all its products from the date of receipt by the Senate against, but not limited to the following conditions:

- Faulty material; and
- Manufacturing defects.

Where a manufacturer's warranty applies to the products, the Supplier shall be responsible for arranging product exchange. All shipping costs related to approved warranty exchanges shall be at no cost to the Senate.

20. Recall Products

The supplier shall have a recall product process in place in order to advise the Senate on any defective products recalled by the manufacturer or any Standards Development Organization ("SDO") (e.g. Canadian Standards Association).

Regardless of the nature of the recall (e.g. voluntary) the Supplier shall be responsible for all shipping costs related to the return of the recalled products. The Supplier shall also be responsible for the replacement of the recalled products.

21. Environmental Considerations

The Senate of Canada remains informed about any environment-friendly products, new technologies and/or green initiatives. The supplier should, in consultation with the Senate, make any environment-friendly products, new technologies and/or green initiatives available to Senate as required.

22. Optional Additional Products and Services

The Senate of Canada reserves the right to add or delete items throughout the term of the resulting Standing Offer Agreement.

23. Customer Support

The supplier or any part of consortium or dealer network shall provide effective customer support to the Senate including, but not limited to:

- A responsive account executive (or a team of personnel lead by an account executive)
 assigned to the Senate to support their needs by providing day-to-day and ongoing
 administrative support;
- The Supplier's team must be responsive to the needs of the Senate (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
- Ensuring minimal disruption to the Senate;
- Easy access to the supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- Day-to-day support;
- Establishing an ongoing communications program with the Senate (e.g. new Products and initiatives, substitution Products, discontinued Products);
- Providing written notice to Senate on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
- Attending quarterly business reviews with Senate or other meetings, as requested; and
- Providing reports to Senate, as required.



24. Performance Management

The Senate may review the Key Performance Indicators ("KPIs") with the Supplier as and when required. The KPIs, related definitions and measurement may include one (1), several or all of the following:

Service-level Category	KPIs	Definition	Report Frequency	Expect Outcome
Delivery	Product Delivery Lead Time	Actual lead time per order (e.g. in- stock and special Products)	Monthly	Shall be met ninety- eight percent (98%) of the time per the Senate
	Defective Delivered Products	Defective delivered Products that have to be replaced	Monthly	All delivered Products shall be less than two percent (2%)

25. Reporting to the Senate of Canada

The supplier shall be responsible for providing sales report upon request 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:

- The Senate of Canada's name;
- Invoice date:
- Invoice number;
- Supplier's Product number;
- Product/Service description;
- Unit of measure;
- Unit price;
- Order quantity;
- Quantity backordered;
- Quantity shipped;
- Extended total (unit price x quantity shipped, excluding taxes);
- Service Centre

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

26. Catalogue Refresh

The supplier shall provide an English (Bilingual would be an asset) custom (electronic and upon request hard copy) catalogue identifying all Senate of Canada products and the Colours available.

The supplier may refresh the custom catalogue (i.e. adding new products) at any time during the Term of the Standing Offer Agreement. The Senate shall request a catalogue refresh by providing a written notice forty-five (45) days prior to refresh its catalogue.

The Senate require a minimum of thirty (30) days prior notice on any product change. If for any reason, the supplier and Senate cannot agree on the new products within the specified timeframe, the effective date of new catalogue will be adjusted to allow for thirty (30) days prior notice to the Senate.



27. Measurement of employees

The supplier may be required to come to a Senate location within the National Capital Region (exact location to be determined) to measure and record measurements of staff, for whom clothing is being purchased. It is the supplier's responsibility to ensure measurements are taken in a non-invasive manner, and measurements accurately recorded. The measurements are required to ensure proper fit upon delivery of garments, and to ensure that no further alterations are required after delivery.

It is anticipated that up to three (3) visits may be required for the initial taking of measurements in order to cover the working shifts. Additional measurements may be required for new employees or other staff turnover.

Measurements, for each individual employee, are to be formally recorded on a standard form, provided by the supplier. Once measurements are taken, the supplier will be required to obtain the employee's signature, certifying the measurements. A copy of signed form must be submitted to the Manager of Materiel Management and Logistic.

The supplier's employee(s) taking measurements must be fully qualified and sufficiently skilled to take measurements for final adjustments to garments.

28. Inspection and Quality Assurance

The Senate may inspect the delivered items upon delivery as part of its quality assurance process to ensure the articles of clothing and accessories conform to the specified requirements. For the purpose of inspection, clothing and accessories may be compared to the accepted product samples presented. If found to be inferior or not in accordance with the samples, all articles will be returned at no cost to the Senate. The entire delivery may also be rejected if it is found that articles previously rejected due to non-repairable defects are redelivered for inspection.

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

29. Product Delivery

The supplier must make all deliveries to the Senate of Canada, 2303 Stevenage Drive, Ottawa, Ontario K1G 3W1 during business hours (7:00 am to 3:00 pm local time) on any business day. The Senate will not accept any deliveries made outside the stated hours. Deliveries will be made FOB Destination. The supplier will be solely responsible for the condition of the garments until the unloading of garments at the delivery location.

All delivery costs must be included in your prices.

Products shall be packaged appropriately to ensure safe delivery. The packing slip must include the following information and if multiple orders are packaged together each item must have the following information clearly identified:

- Name of employee
- Senate Purchase Order Number
- Quantity
- Product high level description (ie, Polo Shirt, Pants, Socks)
- Quantity ordered and shipped
- Quantity not shipped or back-ordered

Deliveries must be made by the supplier's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.

30. Packaging

The lot of garments for each employee must be packaged individually and clearly labeled for each shipment.

All individual shipments (box/carton or hangers/bags) must be clearly marked on the outside with the Senate employee name, identification of contents, number of containers, number of articles and Purchase Order reference number. Unmarked boxes

The supplier must include a packing slip, attached to the outside of the shipment with the Purchase Order number and the contents of the shipment.

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The garments must be packaged in accordance with the current best commercial standards and practices to ensure the garments do not get damaged or lost during transportation. Where more than one container is required per shipment for a purchase order, the supplier must number each container consecutively to ensure receipt of all containers (i.e. 1 of 2, 2 of 2, etc.).

31. 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 Standing Offer Agreement. 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.

The Senate may request samples to validate the quality or other properties of the proposed substitute products.



ANNEX B – BASIS OF PAYMENT

The prices given below for the products listed shall remain in force for the initial period of the Standing Offer Agreement

All disbursements including packaging, delivery etc. must be included in your cost and will not be reimbursed separately

NOTE: Bidders must provide all inclusive price(s) for **all items** listed.

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

ITEM PRICING LIST

All applicable taxes are extra to these prices

	Clothing	and Access	sories		
Item No.	Description	Colour	Size / Each	Applicable Discount	Unit Price including applicable discount
1a	Work shirts – Short sleeves - Women	Grey	All Sizes		
1b	Work shirts – Short sleeves - men	Grey	All Sizes		
2a	Work shirts – Long sleeves - Women	Grey	All Sizes		
2b	Work shirts – Long sleeves - Men	Grey	All Sizes		
3a	Polo Shirts – Long sleeves - Women	Grey-White	All Sizes		
3b	Polo Shirts – Long sleeves - Men	Grey-White	All Sizes		
4a	Polo Shirts – Short sleeves - Women	Grey-White	All Sizes		
4b	Polo Shirts – Short sleeves - Men	Grey-White	All Sizes		
5a	Cargo Pant - Summer – Women	Black	All Sizes		
5b	Cargo Pants -Summer - Men	Black	All Sizes		
6a	Cargo Pant - Winter – Women	Black	All Sizes		
6b	Cargo Pants -Winter - Men	Black	All Sizes		
7a	Painters Pant – Women	White	All Sizes		
7b	Painters Pant – Men	White	All Sizes		
8a	Work Pants (no side lower pocket)- Women	Black	All Sizes		
8b	Work Pants (no side lower pocket) - Men	Black	All Sizes		
9a	Knee length Shorts – Women	Black	All Sizes		
9b	Knee length Shorts - Men	Black	All Sizes		
10a	Splash pants (rain pants) - Women	Black	All Sizes		
10b	Splash pants (rain pants) - Men	Black	All Sizes		
11a	Jacket – Winter (-35 degrees Celcius) – Women	Black	All Sizes		
11b	Jacket – Winter (-35 degrees Celcius) - Men	Black	All Sizes		
12a	Jacket – Summer - Women	Black	All Sizes		
12b	Jacket – Summer - Men	Black	All Sizes		
13a	Jacket – 5 in 1 - Women	Black	All Sizes		
13b	Jacket – 5 in 1 - Men	Black	All Sizes		
14a	V-Neck Sweater – Women	Black	All Sizes		
14b	V-Neck Sweater – Men	Black	All Sizes		
15a	Cardigan with full zip - Women	Black	All Sizes		
15b	Cardigan with full zip - Men	Black	All Sizes		
16a	Hoodie with front zip - Women	Black	All Sizes		
16b	Hoodie with front zip - Men	Black	All Sizes		

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Clothing and Accessories

Item No.	Description	Colour	Size / Each	Applicable Discount	Unit Price including applicable discount
17a	Ankle Socks - Women	Black	All Sizes		
17b	Ankle Socks - Men	Black	All Sizes		
18a	Socks Cotton Women	Black	All Sizes		
18b	Socks Cotton- Men	Black	All Sizes		
19a	Socks Wool/Nylon Women	Black	All Sizes		
19b	Socks Wool/Nylon - Men	Black	All Sizes		
20a	Raincoat - Women	Black	All Sizes		
20b	Raincoat - Men	Black	All Sizes		
21a	Belt - leather - Women	Black	All Sizes		
21b	Belt – leather - Men	Black	All Sizes		
22a	Heavy duty belt - Women	Black	All Sizes		
22b	Heavy duty belt - Men	Black	All Sizes		
23a	Gloves –Winter Women,	Black	All Sizes		
23b	Gloves –Winter Men	Black	All Sizes		
24a	Gloves –Work Women	Black	All Sizes		
24b	Gloves – Work Men	Black	All Sizes		
25	Smock or Apron — Unisex	Black	All Sizes		
26	Tuques- Unisex	Black	All Sizes		
27	Ear muffs/headband – Unisex	Black	All Sizes		
28	Ball cap – Unisex	Black	All Sizes		
29	Sunglasses	Black	Each		
30	Umbrella Standard size	Black	Each		
	Total all inclusiv For evaluation pur				\$



ANNEX C – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	A person speaking at this level can: • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations.	A person reading at this level can: • 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: • 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: • 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: • 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: • 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: • support opinions; and understand and express hypothetical and conditional ideas.	A person reading at this level can: • 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: • write texts where ideas are developed and presented in a coherent manner.



ANNEX D – DIRECT DEPOSIT FORM

INSTITUTION AND ACTION REQUIR	ED - 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 (ode/Zip:
City:	Province / State:	Coun	try:
Remittance Address if different fro	m above:		
Street No. /PO BOX:		Code Pa	ostal/Zip :
	Province /		
City:	State:	Cour	try:
HST/GST (If applicable Corpora			
Social Insurance Number (for Co			
		que Only)	
Method of Payment:	1000 C	***************	
) \$) DIRECT DEPOSIT - Please Atta iments - <u>Recommended</u>	ch a blank " VOIDED" cheq	ue or other related bankir
Direct Deposit Email Payment Noti	fication:		
EMAIL Address 1			
EMAIL Address 2			
Section 3 - CONSENT			
I give consent to the Senate of Can to the financial institution that I I			
attached related banking documen	ts.		
Name :			
Signature:		Date:	
COMMENTS:			
Please submit the completed and si	gned form (and attachment) to the	ne Senate Procurement Div	ision by e-mail at:
•	Proc-Appr@sen.pa	rl.gc.ca	
		AND LOCATED STATE OF THE PARTY	