

Subject: **Multi-Purpose Paper and Envelopes**
 For further details, please refer to the Statement of Requirement attached as **Annex "A"** of this document.

Issue Date: August 13, 2021	Closing Date and Time: September 3, 2021 at 11:00 AM EDT	RFSO No: SEN-013 21/22
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SENATE INFORMATION

<p>For all enquiries, contact the Standing Offer Authority:</p> <p>Contact: Remy Duerto Title: Senior Procurement Officer Address: 40 Elgin Street, Room 1158 Ottawa, ON K1A 0A4, Canada Telephone no: 613-995-8888</p> <p>E-mail: Proc-appr@sen.parl.gc.ca</p>	<p>Bids must be delivered by email only to the address of the Standing Offer Authority below:</p> <p>Email: Proc-Appr@sen.parl.gc.ca</p> <p>PLEASE MARK ALL CORRESPONDENCE WITH THE RFP NUMBER INDICATED ABOVE.</p> <p>Bids submitted physically or by fax will not be accepted.</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 Standing Offer Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to 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:	

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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 Standing Offer and Resulting Call up Clauses: includes the clauses and conditions that will apply to any resulting call ups
- 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 Enrollment Form

2. Summary

The Senate of Canada (Senate) is seeking bids to establish one standing offer agreement for the supply and delivery of Multi-Purpose Paper and envelopes. The period of the resulting standing offer agreement will be for three (3) years from the date of standing offer award, with two (2) additional one (1) year options 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 Standing Offer 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

Terms	Description
Account Manager	an employee of the Bidder and who manages the relationship between the Senate and the Bidder. This person does not manage the execution of the project.
Statement of Requirements (SOR)	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the call-up including all services to be delivered.
Responsive Bid	a bid that complies with the invitation to bid and all prescribed procurement procedures and requirements.

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate 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 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 will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate 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 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 Standing Offer Authority.
- III. The bid and any resulting SOA must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Standing Offer Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting SOA If an

SOA is awarded to a joint venture, all members of the joint venture will be jointly liable for the performance of any resulting call-up.

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 Standing Offer Authority, no later than **August 25, 2021, by 11am EDT**. 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 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 determines that the enquiry is not of a proprietary nature. The Senate 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.
- 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

- I. The Senate 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 may refer cases of fraudulent misrepresentation to the Royal Canadian Mounted Police for potential criminal investigation.

8. Price Justification

- I. In the event that there is a sole responsive bid received, the Bidder must provide, on the Senate'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.

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, bidders are advised that the Senate 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 Standing Offer 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 Standing Offer Authority before bid closing. By submitting a bid, the Bidder represents that it does not consider itself to be in conflict of interest nor to have an unfair advantage. The Bidder acknowledges that it is within the Senate's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

10. Ownership of RFSO documents

- I. This RFSO and all supporting documentation have been prepared by the Senate and remain the sole property of the Senate, Ottawa, Canada. The information is provided to the Bidder solely for its use in connection with the preparation of a response to this 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 Bidder's response, and the Bidder further agrees not to use them for any purpose other than that for which they are specifically furnished.

11. Funding Approvals

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

12. Applicable Laws

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

13. Level of Security

- I. In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.
- II. The Contractor shall ensure that before any work can be undertaken for the Senate, all individuals, including affiliates and subcontractors working on any resulting contract(s) must undergo the Senate security screening process and successfully obtain a Senate security clearance at the level of "Site Access", or, have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Equivalent security status or clearances must be approved by the Senate prior to the initiation of any work.
- III. Individuals that do not hold a valid security clearance at the level of "Site Access" by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- IV. A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- V. The Senate reserves the right to raise the required level of a security clearance as needed.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

The Senate requests that Bidders provide their bid in separate electronic files in a single transmission as follows:

Section I: Mandatory Criteria (one (1) soft copy in PDF format) and page 1 of the RFSO signed.

Section II: Technical Bid (one (1) soft copy in PDF format)

Section III: Annex “B”: Financial Bid – Basis of Payment (one (1) soft copy in PDF format)

Section IV: Annex “D” - Direct Deposit Enrollment Form (one (1) soft copy in PDF format)

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 requests that Bidders follow the format instructions described below in the preparation of their bid:

a) 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 requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section 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 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” – Direct Deposit Enrollment Form

- I. Bidders must complete, sign and return Annex “D” – Direct Deposit Enrollment 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 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 will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their bid is clear and complete. The Senate reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate 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 Standing Offer Authority) to provide the necessary information to the Senate. 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	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Supplies</p> <p>The Bidder must:</p> <ul style="list-style-type: none"> • supply and deliver all items listed in Annex "B" – Basis of Payment • provide a price for all items listed in Annex "B" – Basis of Payment 	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with this mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M1) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M2. Delivery Lead time</p> <p>The bidder must confirm that all products can be delivered no later than five (5) business days after the order is placed as per Annex "A"- Statement of Requirements, Section 4 – Delivery Leadtime</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with this mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M2) in the submission.</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
	Failure to provide this information will result in the bid being given no further consideration		
<p>M3. Bidder's Representative</p> <p>The Bidder must designate a bilingual account manager who will act as the principal point of contact for all matters related to these requested goods.</p> <p>The account manager must meet the language proficiency – level Intermediate outlined in Annex "C" – Language Proficiency.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • Account Manager's full name • Confirmation that the proposed account manager meets the language requirement – level Intermediate <p>All information requested must be provided under Mandatory Criterion (M3) in the submission.</p> <p>Failure to provide the information specified will result in the bid being given no further consideration.</p>		
<p>M4. Corporate Experience</p> <p>The Bidder must have a minimum of three (3) years of experience within the last five (5) years, in the supply and delivery of multi-purpose paper and envelopes.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • A statement indicating compliancy with this mandatory requirement. <p>All information requested must be provided under Mandatory Criterion (M4) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M5. References</p> <p>The Bidder must provide two (2) client references for which they have provided similar goods as outlined in Annex "A" – Statement of Requirement within the last three (3) years. One must be a Canadian federal government department.</p> <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate reserves the right to contact any or all of these references.</p> <p>These references shall be evaluated in R1 – Bidder Reference.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p> <ul style="list-style-type: none"> • Name of company • Contact Name • Valid phone number and/or e-mail address for the contact. • Length of time providing services to the client. • A brief description of the services provided <p>This information must be provided under Mandatory Criterion (M5) in the submission.</p> <p>Failure to provide this information will result in the bid being given no further consideration.</p>		
<p>M6. Reporting</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide:</p>		

Mandatory Criteria			
Mandatory Criterion	Submission Requirements	Met / Not Met	Cross Reference
The Bidder will provide reports to the Senate as indicated in the Annex "A" - Statement of Requirements, – Section 8 - Reporting.	<ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M6) in the submission.</p> <p>Failure to provide the information specified will result in the bid being given no further consideration.</p>		
<p>M7. Acceptance of standing offer and resulting call-up clauses</p> <p>The Bidder must confirm that, should they be the successful Bidder, they acknowledge acceptance of the resulting contract clauses outlined in Part 5 – Standing Offer and Resulting Call-up Clauses</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide</p> <ul style="list-style-type: none"> a statement indicating compliancy with the mandatory requirement. <p>This information must be provided under Mandatory Criterion (M7) in the submission.</p> <p>Failure to provide the information specified will result in the bid being given no further consideration.</p>		

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFSO and do not obtain the minimum 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 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
<p>R1. Bidder Reference</p> <p>The references provided under M5 for which they have provided similar goods within</p>	<p>Maximum 20 points</p> <p><u>Each reference submitted shall be rated on 10 points</u></p>	

Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
<p>the past five (5) years will be evaluated</p> <p>This criterion shall be rated on the similarity of the supply and delivery of multipurpose paper and envelopes per Annex “A” – Statement of Requirements</p> <p>The Senate of Canada <u>may</u> contact these references to validate the information provided.</p> <p>NOTE: The Senate may not be used as a reference.</p>	<p>1-4 points: The Reference provided validates a minimal similarity to the requirements requested in the Annex “A” – Statement of Requirements.</p> <p>5-7 points: The Reference provided demonstrates a similarity to the requirements requested in Annex “A” – Statement of Requirements but not in all aspects.</p> <p>8-10 points: The Reference provided validates a full similarity to the requirements requested in the Annex “A” – Statement of Requirements.</p>	
<p>R2. Bidders capacity and approach</p> <p>The Bidder shall describe their approach to meet the requirements outlined in the SOW, to meet the delivery requirement of the Senate and to ensure customer satisfaction.</p> <p>Bidders shall demonstrate that it has the capacity (quality products, qualified and experienced staff, a quality assurance program) to perform the required Services as outlined in the Statement of Work – Annex “A”</p>	<p style="text-align: center;">Maximum 20 points</p> <p>1-6 points: The response provided demonstrates a minimal understanding of the work and the requirements outlined in the Annex “A” – Statement of Work.</p> <p>7-13 points: The response provided demonstrates an understanding of the work and the requirements outlined in Annex “A” – Statement of Work but not in all aspects.</p> <p>14-20 points: The response provided validates a full understanding of the work and the requirements outlined in the Annex “A” – Statement of Work.</p>	
<p>R3. Reporting</p> <p>The Bidder shall provide sample reports showing at a minimum the required information identified in Annex “A” - Statement of Requirements –Section 8 - Reporting.</p>	<p style="text-align: center;">Maximum 15 points</p> <p>1-5 points: The Bidder can provide some of the required reports.</p> <p>6-10 points: The Bidder can provide some of the required reports and can customize reports for the Senate.</p> <p>11-15 points: The Bidder can provide all required reports and can customize reports for the Senate.</p>	

Technical Evaluation Criteria		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference
R4. Corporate Experience The Bidder shall demonstrate experience which is above and beyond the minimum three (3) years of experience in the last five (5) years identified in M4 – Corporate Experience	Maximum 4 points 1 point for each additional year over and above the minimum three years requested in M4 – Corporate Experience	
R5. Green Business Practices The Bidder shall demonstrate environmental practices used by their company.	Maximum 3 points 0 point: The Bidder does not demonstrate environmental practices used by their company. 3 points: The Bidder demonstrate environmental practices used by their company.	
R6. Accessibility The Bidder shall outline their company’s accessibility practices “Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities.”	Maximum 3 points 0 point: The Bidder does not demonstrate accessibility practices. 3 points: The Bidder demonstrate accessibility practices.	
Total of all the Point Rated technical criteria	65 Maximum	
Minimum pass mark	46 points required to pass	

4. Financial Evaluation

- I. The prices submitted for will be evaluated separately and must be in Canadian dollars, Applicable Taxes excluded.
- II. For bid evaluation and Supplier selection purposes only, the evaluated price of the bid(s) will be determined as per the pricing table detailed in Annex “B” - Basis of Payment.

5. Basis of Selection

Highest combined rating of technical merit (60%) and price (40%)

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

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

- Phase 1 – Mandatory Criteria
- Phase 2 – Technical Merit - Rated Evaluation
- Phase 3 – Determination of Highest Ranked Bidder

Phase 1 – Mandatory Criteria

In Phase 1, all bids submitted will be evaluated for their compliance with the mandatory criteria. Any bid that fails to meet any of the mandatory criteria will be deemed non-responsive and will not be given further consideration.

Phase 2 – Technical Merit - Rated Evaluation

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

Phase 3 – Determination of Highest Ranked Bidder

In Phase 3, a combined evaluation score for bids deemed responsive in Phases 1 and 2 will be determined in accordance with the following formula:

For evaluation purposes, the total of Annex “B” – Basis of Payment shall be used.

$$\frac{\text{Technical Bid Score} \times 60}{\text{Maximum Number of Points}} + \frac{\text{Lowest Price} \times 40}{\text{Bidder's Price}} = \text{Combined Evaluation Score}$$

The Bidders with the highest combined evaluation score will be considered for the award of a SOA.

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 CALL UPS CLAUSES

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

1. Applicable Law

- I. The SOA and any call-up resulting from the SOA must be interpreted and governed and the relations between the parties determined, by the laws in force in **Ontario**.

2. Call-up Instrument

- I. The requirement will be authorized using a Senate Purchase Order (call-up).

3. Offer

- I. The supplier is to provide and deliver to the Senate the goods described in this SOA, in accordance with the pricing set out in the SOA, if and when the Senate may request such goods, 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 SOA will form a contract only for the goods which have been called-up, provided that such call-up is made in accordance with the provisions of the SOA;
 - b. the Senate's liability is limited to that which arises from call-ups against the SOA made within the period specified in the SOA;
 - c. the SOA cannot be assigned or transferred in whole or in part; and
 - d. the SOA may be set aside by the Senate at any time.

4. General

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

5. Replenishment of Standing Offer Agreement (SOA) list

- I. The Senate 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".

6. 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 SOA 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 6.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 email, on the day it was transmitted.
- III. A notice given under 9 - Termination of Agreement shall be given in writing and, if delivered personally, shall be delivered to the Supplier, if the Supplier is a sole proprietor.

7. Withdrawal

- I. In the event that the supplier wishes to withdraw the SOA after authority to call-up against the SOA 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 SOA. 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.

8. Ownership of Intellectual and Other Property Including Copyrights

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

9. Termination of Agreement

- I. The Senate may immediately terminate this SOA and subsequent call-ups if the Supplier is for any reason unable to provide the goods required under this agreement. Such termination notice shall be made in writing.
- II. The agreement may be immediately terminated by the Senate if it is determined that the goods provided by the Supplier are not satisfactory. Such termination notice shall be made in writing.
- III. The agreement may be terminated by the Senate upon a ten (10) days written notice if it is determined that the goods 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 reserves the right to terminate the SOA 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, at maximum 3 times, concerning issues listed above and no improvements have been done to rectify the issue to the satisfaction of the Senate.

10. Status of the Supplier

The Supplier is an independent entity engaged by the Senate to supply goods. Nothing in the SOA is intended to create a partnership, a joint venture or an agency between the Senate and the other Party. The Supplier must not represent itself as an agent or representative of the Senate to anyone. Neither the Supplier nor any of its personnel is engaged as an employee or agent of the Senate. The Supplier is responsible for all deductions and remittances required by law in relation to its employees.

11. Warranties

The Contractor warrants that:

- I. it is competent to perform the Work required under this SOA and the Contractor has the necessary qualifications, including the knowledge, skill and ability to perform the Work effectively;
- II. it shall provide under this SOA a quality of service at least equal to that which Contractors generally would expect of a competent Contractor in similar situation;
- III. it has complete authority to enter into this SOA; and
- IV. all work commenced under this SOA and subsequent call-ups will be completed in full.

12. 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 than the conditions of the SOA

- II. Even if the Senate consents to a subcontract, the Supplier is responsible for performing the call-up and the Senate is not responsible to any subcontractor. The Supplier is responsible for any matters or things done or provided by any subcontractor under the call-up and for paying any subcontractors for any part of the Work they perform.

13. No Implied Obligations

- I. It is the intention of the parties that this SOA is for the provision of services. The Contractor is engaged as an independent Contractor providing services in accordance with this SOA, to the Senate. The Contractor's directors, officers, employees and agents are not engaged as Senate employees and are not subject to the terms and conditions of employment applicable to the employees of the Senate.

14. Time of the Essence

- I. Time is of the essence for any resulting call-up.
- II. Any delay by the Supplier in performing the Supplier's obligations under a call-up which is caused by events beyond the Supplier's control must be reported in writing to the Senate. 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, 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 SOA, 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 may exercise any right of termination contained in the SOA.

15. Performance

- I. The Contractor shall report the performance under this SOA and any resulting call-up to the Senate in whatever format and frequency that the Senate may require.

16. Indemnity Against Claims

- I. Except as otherwise provided in the call-up, the Supplier shall indemnify and shall indemnify the Senate against any and all liability, claims, damages, interest, losses, costs or expenses which they may at any time incur or suffer as a result or arising out of:
 - a. any injury to persons (including injuries resulting in death) or loss of or damage to property of others which may be alleged to be caused by or suffered as a result of the carrying out of work or any part thereof; and
 - b. any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials, parts, work in progress or finished work delivered to or in respect of which any payments have been made by the Senate.

17. Inspection and Acceptance

- I. All reports, deliverables, items, documents, goods and all services rendered under the SOA and resulting call-ups are subject to inspection by the Project Authority or his/her representative. Should any report, document, good or services not be in accordance with the requirement of the Statement of Work and to the satisfaction of the Project Authority or his/her representative, as submitted, the Project Authority will have the right to reject it or require the correction at the sole expense of the Contractor before recommending payment. The Senate reserves the right of access to any records resulting from this SOA and any resulting call-up.

18. Records to be Kept by the Supplier

- I. The Supplier shall keep proper accounts and records of the costs of 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, 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, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the SOA or subsequent call-up or, in the absence of such specification, for a period of two (2) years following the completion of the work or delivery of goods.

19. Amendment

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

20. Assignment

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

21. Safeguarding of Senate Information

- I. It is a MANDATORY REQUIREMENT of this SOA that the Supplier insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting call-up, the storage location of all information is no longer kept in Canada, the Supplier shall notify the Senate Standing Offer Authority immediately in accordance with Section 6- Notice of this SOA.

22. Conflict of Interest

- I. The Supplier declares that they have 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.
- II. It is a term of this SOA or any resulting call-up that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this SOA or any resulting call-up.

23. 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 nine (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.

24. 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 SOA, the Senate reserves the right to immediately terminate the SOA and any resulting call-ups. In such cases, the Senate shall only be liable for payment for goods delivered. No other costs or fees shall be due or payable by the Senate.

25. Confidentiality

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

26. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate letterhead to conduct business under this SOA.
- II. It is the intention of the parties that the SOA and subsequent call-ups are for the provision of goods and that the Contractor is engaged as an independent Contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render goods or benefit from payments under a SOA with the Senate if they are a family member (as defined in the Senate Administrative Rules) of the end user or of someone in a similar position who has influence over the statement of requirements.

27. Advertisement

- I. The Supplier shall not without prior written consent from the Senate, advertise or publicize any Work performed to the Senate. Breach of this clause is considered to be a breach of confidentiality and will result in the removal of the Supplier from Senate source files.

28. Rules and Regulations

- I. In its operation, the Supplier and its employees will comply and abide by all lawful rules and regulations of the Senate 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 SOA. If the Supplier made a false declaration in its offer, makes a false declaration under the SOA, 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 SOA, such false declaration or failure to comply may result in a termination for default under the SOA. The Supplier understands that a termination for default will not restrict the Senate's right to exercise any other remedies that may be available against the Supplier and agrees to immediately return any advance payments.

29. Entire Standing Offer 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 SOA.

30. Authorities

I. Contracting Authority

The Contracting Authority for this SOA is :

Remy Duerto
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

The Contracting Authority is responsible for the management of the SOA and any changes to the SOA must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the SOA based on verbal or written requests or instructions from anybody other than the Contracting Authority.

II. Project Authority

(To be identified upon standing offer issuance)

III. Contractor's Representative

(To be identified upon standing offer issuance)

31. Replacement of Specific Individuals

- I. If specific individuals are identified in the Call-up 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 call-up, 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. The Supplier must, as soon as possible, give notice to the Standing Offer Authority of the reason for replacing the individual and provide the name, qualifications and experience of the proposed replacement.
- III. The Supplier must not, in any event, allow performance of the Work by unauthorized replacement persons. The Standing Offer 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 Standing Offer 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 SOA and any call-up.

32. 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 SOA (purchase order), and any annexes;
 - b. the articles of the Call-up;
 - c. the articles of the SOA; and
 - d. the annexes of the SOA.

33. Proactive Disclosure

- I. All contracts awarded by the Senate must reflect fairness in the spending of public funds. The Senate 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.

PART 6 – TERMS OF WORK AND PAYMENT

1. Period of the Standing Offer Agreement

- I. The period for making call-ups against the Standing Offer Agreement and supplying goods is three (3) years from the date of award of the Standing Offer.

2. Extension of Standing Offer Agreement

- I. The Supplier grants to the Senate the irrevocable option to extend the term of the SOA by up to two (2) additional one (1) year period under the same conditions. Prices may be negotiated.
- II. 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 SOA. The option may only be exercised by the Standing Offer Authority, and will be evidenced for administrative purposes only, through an amendment.

3. Financial Limitations

- I. The total cost to the Senate against all the resulting SOA must not exceed the sum of **xxxx** (applicable taxes excluded) for the initial period of the SOA unless otherwise authorized in writing by the Standing Offer 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 SOA, whichever comes first. However, if at any time, the Contractor considers that the said sum may be exceeded, the Contractor must promptly notify the Standing Offer Authority.

4. Basis of Payment

- I. 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 will not entertain any charges which are not specified in Annex “B” - Basis of Payment unless approved by the SO Authority

5. Invoicing

- I. For each purchase order issued against any resulting SOA, the Supplier shall submit one detailed invoice which must include, at a minimum:
 - a. Unique invoice number;
 - b. the date the good was delivered;
 - c. invoice date;
 - d. the product description, quantity, units, price per unit, total price per product invoiced;
 - e. the Standing Offer Agreement reference number; and
 - f. the Purchase Order reference number.
- II. The Supplier’s certified invoice shall be forwarded to:

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

or

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

K1A 0A4 Canada

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

6. Method of Payment

- I. Direct Deposit: the Senate can deposit directly all payments into the individuals/corporation's account. Please submit a completed Direct Deposit Enrollment Form at Annex "D" with your offer.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the Standing Offer Agreement (SOA).

7. Sales Tax

- I. The Senate 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.

8. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the 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. Requirement

The Senate Property and Services Directorate requires the services of a qualified supplier to supply Multi-function Paper and Envelopes, on an as and when requested basis, for use with the following tasks and devices:

- General office use;
- Laser printers and facsimile machines;
- Convenience photocopiers;
- High Speed photocopiers;
- Electronic digital printers (Minolta Digital High Speed Photocopiers);

2. Objective

Establish one (1) standing offer agreement for the purchase of Multi-purpose paper and envelopes for a period of three (3) years with two – one (1) year option periods.

3. Specifications and Requirements

Substitutes will not be accepted without prior approval.

All specifications stated are mandatory.

All paper must be manufactured to the following minimum specifications:

Minimum brightness - 84% G.E.

Minimum opacity - 88%

Note that the Forecasted Quantities are for estimation and does not necessarily represent a guarantee of volume to be ordered by the Senate.

No	Description	Annual Forecasted Quantity (Pages)
1	Rolland HI Tech 120M / 60 lb, text, 8.5 x 11, 4000 sheets, per case	4,000,000
2	Multi-purpose reprographic, 8-1/2" x 11"; basis weight - 20 lbs; EcoLogo certified; 100% post-consumer waste. Package of 5000 sheets per case	3,000,000
3	Multi-purpose reprographic, 8-1/2" x 14". basis weight – 20 lbs; EcoLogo certified. 100% post-consumer waste. Package of 5000 sheets per case	450,000
4	Multi-purpose reprographic, 11" x 17". basis weight - 20 lbs; EcoLogo certified. 100% post-consumer waste. Package of 2500 Sheets per case	500,000
5	Rolland Hitech Text 70 lbs 12 x18 31.75M True White FSC 500 sheets per pack	200,000
6	SUPREME DIGITAL SILK, TEXT, 80 LB., 13X19' Supreme Dig Silk Text 80# 13 x19-41.6M White FSC 950/Cs – 950 sheets per case	200,000
7	Supreme Digital Silk Cov 13 x19 Grain Short Basis weight 100# / M. weight 10.3 PT WH FSC. 375 Sheets per box	100,000
8	Tango Digital white C1S Cov 19 x 13 12pt 500 Sheets per box	300,000
9	Lynx Digital Smooth Cov 100# 19 x13 95M White FSC 400 sheets per case	160,000
10	ENVELOPPES SMOOTH NATURAL A6 4 ¾ X 6 ½ A6 Mohawk Via Smooth 70# 4-3/4 x6-1/2 Natural %R FSC 250 Per Box - Quantity = 5,000	500,000

No	Description	Annual Forecasted Quantity (Pages)
11	Envelopes # 10, 4 1/8 x 9 1/2 Open side 24lb White Wove FSC, Laser Gum, 500 per box,	500,000
12	Envelope Kraft 9.5 x 15 Supremex 500 per box Envelopes, Kraft, 9,5X15" open side EA 100 118.78 11,878.00 Recycle Natural Kraft Envelopes, 9.5 x 15, 24 lbs., OS (500/case)	200,000
13	Envelope Kraft 9 x 12 Supremex 229 x 305MM 500 500 per box	300,000
14	Envelopes 5 1/4 x 7 1/4, Regular Side Seam White Wove, Generic Envelopes A7 (5-1/4 x7-1/4) white wove 24lb OS 500 per box	400,000
15	Strathmore Writing Wove 25% Cotton 24# 8.5 x11-12M Soft White Wove FSC 500 feuilles par paquet (5000 feuilles par caisse)	150,000
16	Strathmore Writing Laid 25% Cotton 24# 8.5 x11-12M Natural White FSC 500 feuilles par paquet (5000 feuilles par caisse)	150,000
17	Mohawk supreme fine Ultrawhite 100 cover 23x35 L (500 feuilles par caisse) 270gsm 310m	10,000

4. Delivery Lead Time

The Senate requires that all products are delivered no later than five (5) business days after the order is placed.

5. Delivery Location

The Senate's receiving area is located at 2303 Stevenage Drive, Ottawa, ON K1G 3W1. Its operating hours are from 7:00am to 3:00pm local time, Monday through Friday.

6. Return items

Any items returned will be at no cost to the Senate. There shall be **no cost** for the delivery of the replacement item. The Senate will not be responsible for any re-stocking charges due to damaged Products received.

7. Delivery Conditions

Products will not be accepted upon delivery if:

- The products or packaging of products are damaged;
- The products are not delivered as agreed; or
- The products were substituted without prior approval of the Senate.

8. Reporting

The supplier will provide quarterly reports to the Senate's Project Authority on the first Monday of every new quarter, including the following information:

- Product delivery date and invoice number
- Product description
- Product price per unit
- Units ordered
- Total price per product per order
- Subtotal of orders per quarter
- Total of expenditures against standing offer agreement since SOA award

And ad hoc reports upon Senate request.

9. 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.

10. Discontinued Products

The supplier shall notify the Senate of Canada project authority in writing as soon as they become aware of one of the products being discontinued and provide information on a recommended replacement,

11. 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.

The Supplier shall be responsible to arrange for product exchange on behalf of the manufacturer where the manufacturer's warranty applies. All shipping costs related to approved warranty exchanges shall be at no cost to the Senate.

12. Environmental Considerations

The Supplier shall keep the Senate informed of any environment-friendly products, new technologies and/or green initiatives. The Supplier shall advise the Senate of any environment-friendly products, new technologies and/or green initiatives available.

13. 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.

14. Customer Support

The Supplier shall provide effective customer support including, but not limited to:

- A bilingual account manager must be assigned to the Senate to support their needs by providing day-to-day and ongoing administrative support;
- Reply to inquiries in a timely manner by providing next business day response to all requested information and documentation and issue resolution;
- Easy access to the supplier (i.e. by toll free telephone number, email, voicemail, and fax);
- 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.

15. Inspection and Quality Assurance

The Senate will inspect the delivered items upon delivery as part of its quality assurance process to ensure the product received is in conformity with the specified requirements.

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

16. Security

- In accordance with the Senate Accreditation Policy a valid security clearance is a condition of any Senate contract and is required for all individuals with whom the Senate may need to share or provide access to sensitive or classified information, assets, or facilities.
- The Contractor shall ensure that before any work can be undertaken for the Senate, all individuals, including affiliates and subcontractors working on any resulting contract(s) must undergo the Senate security screening process and

successfully obtain a Senate security clearance at the level of “Site Access”, or, have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Equivalent security status or clearances must be approved by the Senate prior to the initiation of any work.

- Individuals that do not hold a valid security clearance at the level of “Site Access” by a recognized institution must undergo the Senate security screening process and successfully obtain a Senate security clearance at the required level.
- A financial inquiry may be performed as part of the security screening process to assess whether an individual poses a security risk on the basis of financial pressure or history of poor financial responsibility. The inclusion of a financial inquiry in a security screening is determined on a case-by-case basis and is based on the types of duties or tasks being performed by the individual at the Senate.
- The Senate reserves the right to raise the required level of a security clearance as needed.

ANNEX “B” – BASIS OF PAYMENT

The prices given below for the products listed shall remain in force for the initial 3-year period of the SOA.

All packaging, delivery etc. must be included in your cost.

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

All Applicable taxes are extra to these prices

No	Description	Qty per Package	Price per Package – Year 1	Price per Package – Year 2	Price per Package – Year 3	Price per Package – Option Year 1	Price per Package – Option Year 2	Total all inclusive
1	Rolland HI Tech 120M / 60 lb, text, 8.5 x 11,	500 Sheets						
2	Multi-purpose reprographic, 8-1/2” x 11”; basis weight - 20 lbs; EcoLogo certified; 100% post-consumer waste.	500 Sheets						
3	Multi-purpose reprographic, 8-1/2” x 14”. basis weight – 20 lbs; EcoLogo certified. 100% post-consumer waste.	500 Sheets						
4	Multi-purpose reprographic, 11” x 17”. basis weight - 20 lbs; EcoLogo certified. 100% post-consumer waste.	500 Sheets						
5	Rolland Hitech Tex 70# 12 x18 31.75M True White FSC	500 Sheets						
6	SUPREME DIGITAL SILK, TEXT, 80 LB., 13X19` Supreme Dig Silk Text 80# 13 x19-41.6M White FSC 950/Cs –	500 Sheets						
7	Supreme Digital Silk Cov 13 x19 Grain Short Basis weight 100# / M. weight 10.3 PT WH FSC.	500 Sheets						
8	Tango Digital white C1S Cov 19 x 13 12pt 500 Sheets per box	500 sheets						
9	Lynx Digital Smooth Cov 100# 19 x13 95M White FSC	500 Sheets						
10	ENVELOPPES SMOOTH NATURAL A6 4 ¾ X 6 ½ A6 Mohawk Via Smooth 70# 4-3/4 x6-1/2 Natural %R FS	500 Sheets						

No	Description	Qty per Package	Price per Package – Year 1	Price per Package – Year 2	Price per Package – Year 3	Price per Package – Option Year 1	Price per Package – Option Year 2	Total all inclusive
11	Envelopes # 10, 4 1/8 x 9 1/2 Open side 24lb White Wove FSC, Laser Gum,	500 Sheets						
12	Envelope Kraft 9.5 x 15 Supremex Envelopes, Kraft, 9,5X15" open side EA 100 118.78 11,878.00 Recycle Natural Kraft Envelopes, 9.5 x 15, 24 lbs., OS	500 Sheets						
13	Envelope Kraft 9 x 12 Supremex 229 x 305MM 500	500 Sheets						
14	Envelopes 5 1/4 x 7 1/4, Regular Side Seam White Wove, Generic Envelopes A7 (5-1/4 x7-1/4) white wove 24lb OS 500 per box	500 Sheets						
15	Strathmore Writing Wove 25% Cotton 24# 8.5 x11-12M Soft White Wove FSC	500 Sheets						
16	Strathmore Writing Laid 25% Cotton 24# 8.5 x11-12M Natural White FSC	500 Sheets						
17	Mohawk supreme fine Ultrawhite 100 cover 23x35 L (500 sheets per box) 270gsm 310m	500 Sheets						
	Subtotal							
	Total all inclusive							
	For evaluation purposes only							

Company Name	
Name of Representative	
Signature and Date	

ANNEX “C” – LANGUAGE PROFICIENCY

Language Proficiency Grid Legend	Oral	Comprehension	Written
Basic	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • ask and answer simple questions; • give simple instructions; and • give uncomplicated directions relating to routine work situations. 	<p>A person reading at this level can:</p> <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. 	<p>A person writing at this level can:</p> <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	<p>A person speaking at this level can:</p> <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. 	<p>A person reading at this level can:</p> <ul style="list-style-type: none"> • grasp the main idea of most work-related texts; • identify specific details; and • distinguish main from subsidiary ideas. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • deal with explicit information on work-related topics since they have sufficient mastery of grammar and vocabulary.
Advanced	<p>A person speaking at this level can:</p> <ul style="list-style-type: none"> • support opinions; and understand and express hypothetical and conditional ideas. 	<p>A person reading at this level can:</p> <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. 	<p>A person writing at this level can:</p> <ul style="list-style-type: none"> • write texts where ideas are developed and presented in a coherent manner.

ANNEX "D" – DIRECT DEPOSIT ENROLLMENT 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	
<input type="radio"/> CANADIAN \$	<input type="radio"/> OTHER CURRENCY _____ (By Cheque Only)
Method of Payment:	
<input type="radio"/> CHEQUE	<input type="radio"/> (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