

REQUEST FOR STANDING OFFER AGREEMENT (RFSO)

Subject:

Janitorial Supplies

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

Issue Date: Closing Date and Time: RFP No:

March 8, 2023 April 10, 2023 at 11:0 AM EDT SEN-061 22/23

SENATE INFORMATION

For all enquiries, contact the Standing Offer Authority:

Contact: Remy Duerto

Title: Senior Procurement Advisor **Address:** 40 Elgin Street, Room 1110 Ottawa, ON K1A 0A4, Canada **Telephone no:** 613-995-8888 x 4

E-mail: Proc-appr@sen.parl.gc.ca

Offers can be delivered by e-mail or to the address of the Contracting Authority below.

E-mail: Proc-appr@sen.parl.gc.ca

PLEASE MARK ALL CORRESPONDANCE WITH THE

RFP NUMBER INDICATED ABOVE.

BIDDER SIGNATURE BLOCK

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

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

| Name of Firm: | | |
|----------------------|-------------|--|
| Name of | | |
| Representative: | | |
| Authorized | Date: | |
| 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 five (5) parts plus four (4) annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection:
- Part 5 Standing Offer and Resulting Call up Clauses: includes the clauses and conditions that will apply to any resulting call ups;

Annex "A" Statement of Requirements;

Annex "B" Basis of Payment;

Annex "C" Language Proficiency;

Annex "D" Supplier Creation and Direct Deposit Enrollment Form.

2. Summary

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

3. Debriefings

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

4. Key Terms and Definitions

| Terms | Definitions |
|-----------------------|---|
| Bidder | the person or entity submitting a bid to perform a contract for the purchase of goods. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors. |
| Contract Price | the amount expressed in the contract to be payable to the Contractor for the finished work. |
| Contracting Authority | means the person designated in this RFSO and any resulting Contract, or by notice to the Bidder, to act as the representative of the Senate of Canada of any resulting contract. |
| Day | mean business day unless otherwise specified |

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| Terms | Definitions |
|------------------|---|
| Senate | the Senate of Canada |
| SOR | the whole of the goods/services, materials, matters and things |
| | required to be done, furnished and performed in order to carry out the |
| | contract including all services to be delivered. |
| Call up | a call up is a PO issued against the resulting Standing Offer Agreement |
| | (SOA) to order goods and services with a specific delivery date. |
| National Capital | is an official federal designation for the Canadian capital of Ottawa, |
| Region | Ontario, the neighbouring city of Gatineau, Quebec, and surrounding |
| | urban and rural communities |

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PART 2 - BIDDER INSTRUCTIONS

1. Prelude

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

2. Signature Requirement

- Page 1 of this RFSO must be completed, signed, dated and returned with your mandatory requirements bid thereby acknowledging having read, understood and accepted the complete bid package and all addendums issued.
- II. The Chief Executive Officer or a designate that has been authorized to commit the Contractor to contracts must sign the RFSO.
- III. Failure to sign the cover page may result in the disqualification of the proposal.

3. Irrevocable Proposals

- I. Bids will remain open for acceptance for a period of not less than **ninety (90) days** from the closing date of the bid solicitation, unless specified otherwise in the bid solicitation.
- II. The Senate of Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of **five (5) days** before the end of the bid validity period. If the extension is accepted by all responsive bidders, the Senate of Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, the Senate of Canada will, at its sole discretion, either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.

4. Cost Related to the Preparation of Proposal

I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a proposal in response to this RFSO. All copies of documents submitted in response to this Request for Standing Offer shall become the property of the Senate of Canada and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

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III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the bid solicitation and any resulting contract. If a contract is awarded to a joint venture, all members of the joint venture will be jointly and severally or liable for the performance of any resulting contract.

6. Inquiries and Communications

- I. The contracting officer for all inquiries and other communications in regard to this RFSO is stated on the cover page of this document. All communication or inquiries must be directed <u>ONLY</u> to this person. Non-compliance with this condition for that reason alone may result in the disqualification of Bidder's proposal.
- II. If alternatives are being recommended for any of the items detailed in Annex "B" —Basis of Payment, these alternatives must be submitted no later than **March 123, 2023 by 11:00 am EDT** to the attention of Remy Duerto, Senior Procurement Advisor at Proc-Appr@sen.parl.gc.ca.
- III. 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 March 29, 2023 by 11am EDT. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by the Senate of Canada.
- IV. 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 CanadaBuys without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. 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:
 - 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

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

10. Ownership of RFSO documents

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

11. 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.

12. Applicable Laws

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

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13. Level of 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.
- II. The Contractor shall ensure that before any work is undertaken for the Senate, all individuals including affiliates and subcontractors working on any resulting contract(s) must undergo the Senate's security screening process and successfully obtain Senate security clearance at the level of "site access" or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.
- III. Individuals who 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.

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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: Financial Bid - Annex "B" - Basis of Payment (one (1) soft copy in PDF format);

Section IV: Annex "D" – Supplier Creation and Direct Deposit Enrollment Form (one (1) soft copy in PDF format).

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 requests that Bidders use a numbering system that corresponds to the offer solicitation in the preparation of their bid.

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 listed in Annex "B" Basis of Payment.

Failure to do so will result in the disqualification of your bid.

Section IV: Annex "D" – Supplier Creation and Direct Deposit Enrollment Form

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I. Bidders must complete, sign and return Annex "D" – Supplier Creation and Direct Deposit Enrollment 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 Request for Standing Offer process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their proposal is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of proposals to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have 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 declared non-responsive and will receive no further consideration.

2. Mandatory Criteria (Phase 1)

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

The mandatory criteria are:

| TABLE A - MANDATORY CRITERIA TABLE | | | | |
|--|---|---------------------|--------------------|--|
| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference | |
| M1. Item Pricing List | | | | |
| The Bidder must be able to source to the Senate <u>all</u> the products listed in the table in Annex "B" – Basis of Payment in <u>its</u> <u>entirety.</u> | In order to meet this Mandatory requirement, the Bidder must provide: • A statement indicating compliancy with this mandatory requirement. | | | |
| | All information requested must be provided under | | | |

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TABLE A - MANDATORY CRITERIA TABLE Met / Cross **Mandatory Criterion Submission Requirements** Not Reference Met Mandatory Criterion (M1) in your submission. Failure to provide this information will result in your proposal being given no further consideration. M2. Delivery Lead Time In order to meet this All goods must be delivered within ten Mandatory requirement, (10) business days from the time that the the Bidder must provide: Bidder receives a signed Senate Purchase Order, as detailed in Annex "A" - A statement indicating Statement of Requirements. compliancy with the mandatory requirement provided under (M2) of this RFSO. Failure to provide this information will result in your proposal being given no further consideration. M3. Corporate Experience In order to meet this Mandatory requirement, The Bidder must demonstrate that they the Bidder must provide: have, at a minimum, five (5) years of experience within the last eight (8) years, • The date at which providing janitorial products, in either janitorial products retail or corporate sales, or both. sales became part of the business offering; and Certificate of Incorporation All information requested must be provided under Mandatory Criterion (M3) in your submission. Failure to provide this information will result in your proposal being given no further consideration.

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In order to meet this Mandatory requirement, the Bidder must provide:

M4. Bidder's Representative



TABLE A - MANDATORY CRITERIA TABLE

| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference |
|--|--|---------------------|--------------------|
| The Bidder must designate a bilingual account manager at the level of Intermediate Language Proficiency as per Annex "C" who will act as the principal point of contact for all matters related to these requested goods. The account manager must meet the language proficiency – Level Intermediate outlined in Annex "C" – Language Proficiency. | Account Manager's full name Contact Information (including telephone number and/or 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 proposal being given | | |
| | no further consideration. | | |
| The Bidder must provide a minimum of two (2) client references to which Bidder has provided similar services within the last five (5) years. NOTE: The Senate may not be used as a reference. The Senate of Canada reserves the right to contact any of these references. | In order to meet this Mandatory requirement, the Bidder must provide: • A letter from the reference, outlining the goods provided; • The letter must include: • Client Organization; • Contact Name; • Valid phone number and/or e- mail address for the contact; • Length of time providing services to the client. All information requested must be provided under Mandatory Criterion (M5) in your submission. Failure to provide this information will result in your proposal being given no further consideration. | | |
| M6. Warehouse Location Confirmation | In order to meet this Mandatory requirement, the Bidder must provide: | | |

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TABLE A - MANDATORY CRITERIA TABLE

| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference |
|---|--|---------------------|--------------------|
| The Bidder must confirm that Bidder's warehouse is in the National Capital Region | by providing the address of the warehouse. | | |
| | This information must be provided under Mandatory Criterion (M6) in your submission. | | |
| | Failure to provide this information will result in your proposal being given no further consideration. | | |
| M7. Emergency Order Fulfillment The Bidder must be able to fulfill emergency orders within 24 hours of an | In order to meet this Mandatory requirement, the Bidder must provide: | | |
| order placement. | A statement indicating compliancy with the mandatory requirement. | | |
| | All information requested must be provided under Mandatory Criterion (M7) in your submission. | | |
| | Failure to provide this information will result in your proposal being given no further consideration. | | |
| M8. Training The Bidder must confirm and provide the | In order to meet this Mandatory requirement, the Bidder must provide: | | |
| proof that certified WHMIS Trainers are employed and can provide training services to the Senate employees. | the name of each trainer and a copy of the WHMIS Certification | | |
| | This information must be provided under Mandatory Criterion (M8) in your submission. | | |
| | Failure to provide this information will result in | | |

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| TABLE A - MANDATORY CRITERIA TABLE | | | | |
|--|---|---------------------|--------------------|--|
| Mandatory Criterion | Submission Requirements | Met / Not Met | Cross Reference | |
| | your proposal being given no further consideration. | | | |
| M9. Reporting The Bidder shall confirm that they can provide sales reporting as described in Annex "A" – Statement of Requirements. | In order to meet this Mandatory requirement, the Bidder must provide: A statement indicating compliancy with the mandatory requirement. All information requested must be provided under Mandatory Criterion (M9) in your submission. Failure to provide this information will result in your proposal being given no further consideration. | | | |

3. Rated Evaluation Criteria (Phase 2)

- I. Bids that do not 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 technical evaluation criteria are as follows:

| TABLE B - TECHNICAL EVALUATION CRITERIA | | | |
|---|---------------------------------|--------------------|--|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference | |
| R1. Corporate Experience | 20 points maximum | | |

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| TABLE B - TECHNICAL EVALUATION CRITERIA | | | | |
|---|---|--------------------|--|--|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference | | |
| Bidder's experience in the supply and delivery of Janitorial supplies. The Bidder must demonstrate experience which is above and beyond the minimum five (5) years identified in M3 - Corporate Experience. | The Bidder will be awarded 2 points for every year of experience providing similar services that is additional to the 5-year minimum requirement, up to a maximum of 20 points. | | | |
| R2. Training | Maximum 20 points | | | |
| The Bidder shall describe its WHMIS and Carpet Care/Floor Care training programs. This description should include, but not be limited to: • A course outline for each type of training | Each course training outline submitted shall be rated on 10 points (for a total of 20 points) 1-4 points: The course training outline provided validates a minimal similarity to the requirements requested in the Annex "A" – Statement of Requirements. 5-7 points: The course training outline provided validates a similarity to the requirements requested in Annex "A" – Statement of Requirements but not in all aspects. 8-10 points: The course training outline provided validates a full similarity to the requirements requested in the Annex "A" – Statement of Requirements. | | | |
| R3. Environmental Initiatives | 5 points maximum | | | |
| The Bidder shall demonstrate that the products offered are environmentally sustainable as part of their overall stock. Bidder holds a third-party certification such as ISO 14001, EcoLogo, EnergyStart, Green Seal, Energuide, or other verifiable Green certification. | O point: The Bidder does not demonstrate environmental practices used by their company. 5 points: The Bidder demonstrate environmental practices used by their company. | | | |
| R4. Accessibility | Maximum 5 points | | | |
| The Bidder shall outline their company's accessibility practices | 0 point: The Bidder does not demonstrate accessibility practices. | | | |

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| TABLE B - TECHNICAL EVALUATION CRITERIA | | | | | |
|--|--|--------------------|--|--|--|
| TECHNICAL MERIT Point Rated Technical Criterion | Maximum No. of Points Available | Cross Reference | | | |
| "Accessibility refers to the design of products, devices, services, or environments as to be usable by people with disabilities." | 5 points: The Bidder demonstrate accessibility practices. | | | | |
| Total of all the Point Rated technical criteria | 50 points Maximum | | | | |
| Minimum pass mark (80%) | 40 points | | | | |

4. Financial Evaluation (Phase 3)

- I. The prices submitted for will be evaluated separately and must be in Canadian dollars, Applicable Taxes excluded.
- II. The Bidder must bid on all items listed in each stream selected as outlined in Annex "B" Basis of Payment.

5. Basis of Selection

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

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

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

Phase 1 – Mandatory Technical Evaluation

Phase 2 – Technical Merit Rated Technical Evaluation

Phase 3 – Determination of Highest Ranked Bidder

<u>Phase 1 – Mandatory Technical Evaluation</u>

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

<u>Phase 2 – Technical Merit Rated Technical Evaluation</u>

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

Phase 3 – Determination of Highest Ranked Bidder

Total Combined Rating = Technical Merit (70%)+ and Price (30%)

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

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| Total technical rated criteria | | Lowest price received x 30% | | |
|--------------------------------|---|-----------------------------|---|--------------------|
| points x 70% | | | = | Combined |
| | + | | | Total Score |
| Technical rated criteria | | Bidder's price | | |
| Maximum number of points | | | | |

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

One Standing Offer Agreement may be awarded. 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 (SO) and subsequent call-ups resulting from this RFSO.

1. Applicable Law

I. The SO and any call-up resulting from the SO 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 SO, in accordance with the pricing set out in the SO, 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 SO 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 SO;
 - b. the Senate's liability is limited to that which arises from call-ups against the SO made within the period specified in the SO;
 - c. the SO cannot be assigned or transferred in whole or in part; and
 - d. the SO may be set aside by the Senate at any time.

4. General

I. The supplier acknowledges that a SO is not a contract and that the issuance of a SO 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 SO by means of any other contract, SO or contracting method.

5. Replenishment of Standing Offer Agreement (SO) list

- The Senate reserves the right to "replenish" the SO list by offering an SO to another firm. The basis for deciding which firm will be offered a "replenishment" SO shall be "the next ranked firm as per rankings established".
- II. Should the Senate exercise its right under item 5.I above, the next ranked Bidder shall provide, within 2 days of written notification, their acceptance or rejection of this offer. Pricing shall remain as quoted in their RFSO submission.

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 SO 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:

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- 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 11 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 SO after authority to call-up against the SO 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 SO. 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. Compliance with Applicable Laws

- I. The Supplier must comply with all laws applicable to the performance of any call-up. The Supplier must provide evidence of compliance with such laws to the Senate at such times as the Senate 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.

9. Ownership of Intellectual and Other Property Including Copyrights

I. Any documents produced by the supplier in the performance of this contract, as well as the copyright in those documents, is the property of the Senate. The supplier permanently waives its moral rights in any such documents and, if requested, must provide the Senate with a written permanent waiver of moral rights from every author who contributed to those documents.

10. 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 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 SO. If the Supplier made a false declaration in its offer, makes a false declaration under the SO, 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 SO, such false declaration or failure to comply may result in a termination for default under the SO. 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.

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11. Termination of Agreement

- I. The Senate may immediately terminate this SO and subsequent call-pups 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 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 ten (10) days written notice.
- V. The Senate reserves the right to terminate the SO of any supplier that shows repeated failure to satisfactorily manage the quality, quantity, timelines and/or respect the prices (this list is non-inclusive) identified in the SO. 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.

12. 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.
- II. The Contractor shall ensure that before any work is undertaken for the Senate, all individuals including affiliates and subcontractors working on any resulting contract(s) must undergo the Senate's security screening process and successfully obtain Senate security clearance at the level of "site access" or they must have successfully obtained an equivalent or higher security status under the security policy of another Canadian legislature or governmental institution recognized by the Senate. Any equivalent security status or clearance must be approved by the Senate prior to the initiation of any work.
- III. Individuals who 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.

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13. Status of the Supplier

I. The Supplier is an independent entity engaged by the Senate to supply goods. Nothing in the SO 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.

14. Performance of Work

The Supplier warrants that:

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

15. Warranty

- I. Despite inspection and acceptance of the Work by or on behalf of the Senate and without restricting any provisions of the Standing Offer or any condition, warranty or provision imposed by law, the Supplier, if requested by the Senate to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Standing Offer, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Supplier's or manufacturer's standard warranty period, whichever is longer.
- II. The Supplier must pay the transportation cost associated with returning the Work or any part of the Work to the Supplier's plant for replacement, repair or making good, and the Supplier must pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Standing Offer or to another location as directed by the Senate. If, in the opinion of the Senate, it is not expedient to remove the Work from its location, the Supplier must carry out any necessary repair or making good of the Work at that location and will be reimbursed its reasonable travel and living expenses.
- III. The warranty period is automatically extended by the duration of any period or periods where the Work is unavailable for use or cannot be used because of a defect or non-conformance during the original warranty period. The warranty applies to any part of the Work replaced, repaired or corrected pursuant to subsection 1, for the greater of:
 - the warranty period remaining, including the extension, or
 - 90 days or such other period as may be specified for that purpose by agreement between the Parties.

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16. 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 SO
- 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.

17. No Implied Obligations

I. It is the intention of the parties that this SO is for the provision of services. The Supplier is engaged as an independent Supplier providing services in accordance with this SO, to the Senate. The Supplier'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.

18. 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 SO, 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 SO.

19. 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.

20. Inspection and Acceptance

I. All reports, deliverables, items, documents, goods and all services rendered under the SO and resulting call-ups are subject to inspection by the Project Authority or his/her

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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 Supplier before recommending payment. The Senate reserves the right of access to any records resulting from this SO and any resulting call-up.

21. 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 SO 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.

22. Amendment

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

23. Assignment

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

24. Information Security

- I. For the purposes of this clause, "Senate confidential or restricted information" means information that has been classified by the Senate as "Confidential" or "Restricted" and that, if compromised, could cause serious or extreme injury to individuals or to the Senate. It also includes information generated by the contractor in the performance of this contract that, if compromised, could cause serious or extreme injury to individuals or the Senate.
- II. The contractor must encrypt all Senate confidential or restricted information while it is in transit to the Senate in accordance with, at a minimum, the measures described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled "Information Security Encryption Data in Transit."
- III. The contractor must encrypt all Senate confidential or restricted information that the contractor receives or generates on computers, external storage and portable devices in accordance with, at a minimum, the measures described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criterion entitled "Information Security Encryption Data at Rest."

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- IV. The contractor will immediately inform the contracting authority of any changes to the measures respecting data encryption described in the contractor's bid submitted in relation to the RFP under which this contract was formed in response to the rated criteria "Information Security — Encryption — Data at Rest" and "Information Security — Encryption — Data in Transit."
- V. The contractor must ensure that all Senate confidential or restricted information provided or generated under this contract is kept in Canada. The contractor must notify the contracting authority if they intend to move the information from Canada. The contractor must not move Senate confidential information from Canada without the prior written consent of the contracting authority.
- VI. The contractor must immediately notify the contracting authority of any information or data breach affecting information that is not publicly available and that is received or generated in the performance of this contract, including information or data whether paper-based or electronic prepared by the contractor for the benefit of the Senate. The contractor must also cooperate with any investigation by the Senate into an information or data breach.

25. Information Management – Destruction of all Senate information upon termination of contract

- I. Subject to subclause 25.II, upon the termination of the contract, the contractor must provide the Senate, in a useable format, all information that is not publicly available and that is received or generated in the performance of this contract, including information or data whether paper-based or electronic prepared by the contractor for the benefit of the Senate. Once the Senate confirms receipt of the information, the contractor must destroy the information and provide the Senate with a certificate of destruction.
- II. If the contractor is subject to legislation including bylaws or rules of a law society or other self-regulating professional body in Canada that requires the retention of information until a certain deadline, the contractor may retain information referred to in subclause 25.I until the applicable legislative deadline, at which time they must immediately destroy the information and provide a certificate of destruction to the Senate.

26. Information Management – Destruction of specific Senate information during the term of the contract

- I. Despite subclause 25.I, the contractor must comply with any instruction provided by the contracting authority, during the term of the contract, in relation to the destruction of specific information that is received or generated by the contractor for the benefit of the Senate. In particular, the contractor must comply with any instruction requiring the contractor to, at any time during the term of the contract, provide specific information to the Senate in a usable format and, once the Senate confirms receipt of the information, wipe it from their systems and backups and provide a certificate of destruction to the Senate.
- II. If the contractor is subject to legislation including bylaws or rules of a law society or other self-regulating professional body in Canada that requires the retention of information until a certain deadline, the contractor may retain the information referred to in subclause 26.I until the applicable legislative deadline, at which time they must immediately destroy any remaining information and provide a certificate of destruction to the Senate.

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27. 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 SO 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 SO or any resulting call-up.

28. 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.

29. 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 SO, the Senate reserves the right to immediately terminate the SO and any resulting callups. 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.

30. 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.

31. Miscellaneous Restrictions

- I. Under no circumstances shall the Supplier use any stationery with Senate letterhead to conduct business under this SO.
- II. It is the intention of the parties that the SO and subsequent call-ups are for the provision of goods and that the Supplier is engaged as an independent Supplier providing services to the Senate and that the Supplier's Directors, Officers, Employees

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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 Supplier or their staff can render goods or benefit from payments under a SO 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.

32. 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.

33. 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 SO. If the Supplier made a false declaration in its offer, makes a false declaration under the SO, 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 SO, such false declaration or failure to comply may result in a termination for default under the SO. 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.

34. Default by the Supplier

- I. If the Supplier is in default in carrying out any of its obligations under the SO, the Standing Offer Authority may, by giving written notice to the Supplier, terminate for default the SO, any resulting call-up or part of the SO or any resulting call-up. 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 SO 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 SO any resulting call-up or part of the SO or any resulting all-up.
- III. If the Senate 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 for all losses and damages suffered by the Senate because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by the Senate in procuring the Work from another source. The Supplier agrees to repay

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immediately to the Senate the portion of any advance payment that is unliquidated at the date of the termination.

35. Entire Standing Offer Agreement

 This SO 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 SO.

36. Authorities

I. Contracting Authority

The Contracting Authority for this SO is:

Remy Duerto
Senior Procurement Advisor
Finance and Procurement Directorate
The Senate of Canada
40 Elgin Street, 11th Floor
Ottawa, ON K1A 0A4

Telephone: 613-995-8888 x 4 E-mail: <u>Proc-appr@sen.parl.gc.ca</u>

The Contracting Authority is responsible for the management of the SO and any changes to the SO must be authorized in writing by the Contracting Authority. The Supplier must not perform work in excess of or outside the scope of the SO 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. Supplier's Representative

(To be identified upon standing offer issuance)

37. Replacement of Specific Individuals

- 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

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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 SO and any call-up.

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

39. 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.

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PART 6 - TERMS OF WORK AND PAYMENT

1. Period of the Standing Offer Agreement

The period for making call-ups against the SO and supplying and delivering goods is two
 (2) years from the date of award of the SO.

2. Extension of Standing Offer Agreement

- I. The Supplier grants to the Senate the irrevocable option to extend the term of the SO by up to **three (3) additional one-year periods** 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 5 Price Escalation and Cost.
- II. The Senate of Canada may exercise this option at any time by sending a written notice to the Supplier at least one (1) month before the expiry date of the SO. 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 SO must not exceed the sum of (To be completed upon standing offer issuance) (applicable taxes excluded) for the initial period of the SO unless otherwise authorized in writing by the Standing Offer Authority. The Supplier 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 Supplier 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 SO, whichever comes first. However, if at any time, the Supplier considers that the said sum may be exceeded, the Supplier 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. Price Escalation and Cost

I. Upon SOA award, all prices quoted in the Contractor's offer Annex "C" – Basis of Payment, will remain firm for a period of two (2) years. Thereafter, on an annual basis, the Contractor may review the price list and may propose increases. Such increases must not be greater than the consumer inflation factor as specified in the Canadian Consumers Price Index for the previous year. The Contractor must provide the Senate with a thirty (30) day written notice for any increase in cost of goods proposed. Once this notification is received and accepted by the Senate, prices will remain firm until the next option period is exercised.

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6. Invoicing

- I. For each purchase order issued against any resulting SO, the Supplier shall submit one detailed invoice which must include, at a minimum:
 - a. Unique invoice number
 - b. Standing offer reference number
 - c. Senate purchase order number
 - d. Invoice date
 - e. Date on which the goods were ordered
 - f. Date on which the goods were shipped
 - g. Date on which the goods were delivered
 - h. Total number of items
 - i. Product code
 - j. Product description
 - k. Quantity ordered
 - I. Quantity shipped
 - m. Quantity on back-order
 - n. Unit type
 - o. Price per unit
 - p. Total amount per product
 - q. Total amount per invoice
- 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.

7. Method of Payment

- I. Direct Deposit: the Senate can deposit directly all payments into the individuals/corporation's account.
- II. Payments will be addressed and mailed to the name and address indicated on the first page of the SO).

8. Sales Tax

I. The Senate is exempt from Provincial Sales Taxes.

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- 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.
- V. The Applicable Taxes and Business Registration Number must be listed as a separate line item on all invoices.

9. 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.

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ANNEX "A" – STATEMENT OF REQUIREMENTS

1. Background

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

2. Requirement

- I. A variety of high-end janitorial supplies as listed in Annex "B" Basis of Payment, supplies are required by Senate Maintenance in order to adequately perform their tasks. The supplier will supply the necessary products and services required, which include:
 - Cleaning products and supplies on a timely basis
 - Related dispensers for cleaning supplies
 - On-site WHMIS training programs
 - On-site Carpet Care training
 - On-site Floor care training
 - On-site advisory and troubleshooting services
- II. These programs will ensure the products are used properly, thereby improving their effectiveness, reducing waste and improving employee safety.
- III. The supplier will be responsible to provide these goods and services, on "as and when required" basis.

3. Products and Services

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

4. Client Support and/or Product Consultation

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

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5. Material Safety Data Sheets (MSDS)

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

6. Delivery Lead Time - Goods

- I. All goods ordered by the Senate must be received within ten (10) business days from the date the signed Purchase Order is received by the supplier. Should the ordered goods be on back order or the shipment otherwise delayed, the Senate requires that it be notified of the delay immediately to assess the impact on its operations.
- II. For "emergency" orders, the supplier must be able to provide within 24 hours the specific product, or an approved equivalent, in a quantity that will allow the Senate to maintain service operations until such time that the regular order can be delivered.

7. Dispensers

- I. The Senate currently uses the following dispensers for its operations. The supplier must provide replacements on an "as and when needed" basis. The Senate will be responsible for the installation of all dispensers once received:
 - Automatic Dilution Systems (ADS) no brand or model imposed;
 - Bathroom tissue dispensers Minimax 09669 double roll dispensers.
 - Hand Paper (Roll) dispensers Mini-Titan 2 09769 hand -free roll paper dispenser
 - Seat-cover dispensers <u>Rochester Midland seat-cover dispensers</u>
 - Hand soap dispensers <u>DEB DISP CHR1LDSCB CHROME W/DEB LOGO BLACK</u> <u>PROLINE</u>
- II. All dispensers must be provided FOC and once installed by the Senate become Senate Property and will not be returned to the supplier.

8. WHMIS/MSDS Training

- I. The supplier will be required to provide Workplace Hazardous Materials Information System (WHMIS) and MSDS training sessions to Senate employees. The supplier will be required to develop and /or provide training materials and course outline and submit to Project Authority for approval thirty (30) days prior to delivery of training.
- II. Training will take place at a Senate-designated location, within the Parliamentary Precinct. Scheduling of training session(s) will be done by the Project Authority. Due to activities related to the normal course of business, training sessions must be delivered between the hours of 6:00AM and 5:00PM.
- III. It is anticipated that the Senate will organize a large training session on a yearly basis for all of its employees. Additional sessions may be required thereafter for new employees throughout the year.
- IV. The supplier must be able to provide WHMIS/MSDS training sessions in both Official Languages.
- V. It is estimated that up to fifty (50) employees will require this training each year.

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

9. Carpet-Care and Floor-Care Training

- I. The supplier will be required to provide a Carpet-Care and Floor-Care training session to Senate employees. The supplier will be required to create/develop training materials and course outline and submit to the Project Authority for approval thirty (30) days prior to delivery of training.
- II. Training will take place at a Senate-designated location, within the Parliamentary Precinct. Scheduling of training session(s) will be done by Project Authority. Due to activities related to the normal course of business, training sessions must be delivered between the hours of 6:00AM and 5:00PM.
- III. It is anticipated that the Senate will organize a large training session on a yearly basis for all of its employees. Additional sessions may be required thereafter for new employees throughout the year.
- IV. It is estimated that up to fifteen (15) employees will require this training each year.
- V. The supplier shall provide this training at no charge to the Senate of Canada.

10. Inspection and Quality Assurance

- The Senate shall inspect the delivered items upon delivery as part of its quality assurance process to ensure the items and services conform to the specified requirements.
- II. The supplier will be promptly notified when any articles are not accepted, and such articles will be returned at the contractor's risk and expense.

11. Substitute Products

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

12. Delivery

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

13. Reporting to the Senate of Canada

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

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- II. The reporting shall at a minimum include the following fields of information:
 - Unique invoice number
 - Standing offer reference number
 - Senate purchase order number
 - Invoice date
 - Date on which the goods were ordered
 - Date on which the goods were shipped
 - Date on which the goods were delivered
 - Product code
 - Product description
 - Unit type
 - Price per unit
 - Total amount per product

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

14. Communications

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

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ANNEX "B" - BASIS OF PAYMENT

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

No substitutes will be allowed from the items specifically identified in Annex "B" as "no substitute" in the Bidder's Financial Offer. All stated specifications are mandatory.

If alternatives are being recommended for any of the items detailed in Annex "B" –Basis of Payment, these alternatives must be submitted no later than March 17, 2023 by 11am EDT to the attention of Remy Duerto, Senior Procurement Advisor at Proc-Appr@sen.parl.gc.ca.

Any proposed substitute products must be specifically identified as such in the Bidder's offer, referencing the specific product, line item and table #. The Senate may accept or reject or ask for clarification during the RFSO evaluation process.

Prices listed must be all-inclusive (incl. activities, personnel, equipment, and materials to prepare for delivery). The Senate will not pay for additional shipping, handling, or packaging costs for orders.

| Table 1 - Floor Care Program | Dilution | Unit | Estimated Annual Quantity | Unit Price 1 st Year | Unit Price 2 nd year |
|---|-------------------|-------|---------------------------------|---------------------------------------|---------------------------------------|
| Floor soap: multi-use neutral detergent diluted in a dispenser. Preferably scent-free. | Dilution 1.256 | EA-4L | 130 | | |
| Degreaser: multi-use neutral degreaser diluted in a dispenser. Preferably scent-free. Dilution 1.20 | Dilution 1.20 | EA-4L | 60 | | |
| Floor or carpet cleaner for salt deposits | Dilution 1.80 | EA-4L | 35 | | |
| Floor pads, Jackeroo, 20" | | EA | 50 | | |
| Floor pads, lite blue, 20" | | EA | 20 | | |
| Floor pads, green, 20" | | EA | 20 | | |
| Diamond floor pads grit 800- 1500-300 | | EA | 20 | | |
| Floor pads, red, 20" | | EA | 20 | | |
| Floor pad white 20 inch | | EA | 20 | | |
| Floor pads, black stripping pad, 20" | | EA | 20 | | |
| Blue looped mop head, 24oz | | EA | 20 | | |
| Ruff T-mop, for stairs | | EA | 10 | | |
| Square floor finish remover pad 20 inch | | EA | 20 | | |
| Square blue spacer floor pad 20 inch | | EA | 20 | | |
| Square tile and grout pad 20 inch | | EA | 20 | | |
| Pads 20" cyclone diamond | | EA | 20 | | |
| Floor finish restorer (spay buffing) 4L | | EA | 4L | | |
| | | | Total | \$ | \$ |
| Total Table 1 (1 st year + 2 nd year) (For evaluation purposes) | | | | | 1 |

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| Table 2 - Wool and Synthetic Carpet Maintenance | Dilution | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|--|-----------------------------|-----------|---------------------------------|------------------------------------|------------------------------------|
| General spotter, formulated to remove carpet stains (including coffee, tea, alcoholic beverages) | Undiluted | EA -946ml | 80 | | |
| Foam suppressor, designed to rapidly dissipate foam in the recovery tanks of extraction equipment. No mixing required. | | EA-4L | 10 | | |
| Low-foaming, neutral pH, carpet cleaner formulated to clean, deodorize and sanitize carpets. | Dilution 1.80 | EA-4L | 25 | | |
| Gum and tar remover solvent | | EA-4L | 30 | | |
| Dry foam carpet & upholstery cleaner 3.78L | Dilution 10oz per Gal | EA-3.78L | 15 | | |
| Total Table 2 (1st ye | \$ | \$ | | | |

| Table 3 - Washroom Care | Dilution | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|--|------------------|---------|---------------------------------|------------------------------------|------------------------------------|
| Hand soap and body wash - Deb Hair and Body, scent-free no substitute | | CS-2L | 100 | | |
| Deb clr1l refresh clear foam wash 6x1l, scent- free no substitute | | CS-6x1L | 450 | | |
| Glass cleaner: quick- drying, fragrance-free glass cleaner that does not leave streaks. 1.40 to be diluted in a dispenser. | Dilution 1.40 | EA-4L | 50 | | |
| Acid bowl cleaners: product that instantly dissolves rust, hard water deposits and uric acids, while destroying odorcausing bacteria. | Undiluted | EA-4L | 15 | | |
| Non-acid cleaners: cleaner to disinfect, de- scale and deodorize toilet | Dilution 1.26 | EA-4L | 50 | | |

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| Table 3 - Washroom Care | Dilution | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|---|-------------------|-------------------|---------------------------------|------------------------------------|------------------------------------|
| bowls, urinals, sinks, shower stalls and other non-porous surfaces. | | | | | |
| Odour neutralizer: a liquid, multi-purpose, water-soluble product that very effectively neutralizes a wide range of odors. Scent-free | Dilution 1.320 | EA-4L | 30 | | |
| Powder-free latex-free surgical gloves (small, medium, large and x large) | | EA-100 per box | 200 | | |
| Stainless steel polish liquid | | EA-946ml | 150 | | |
| 3D Shield urinal screens mango 10/cs | | CS-10 per case | 80 | | |
| Sanitary napkin waxed bags 500/CS | | CS-box of 500 | 3 | | |
| Clear foam hand wash soap 6x1L | | CS-6x1L | 200 | | |
| Non-acid multi-use cream cleaner and polish | | EA-1L | 150 | | |
| 6310 toilet bowl brush | | EA | 100 | | |
| Total Table 2 /4st | Total | \$ | \$ | | |
| Total Table 3 (1st yes | \$ | | | | |

| Table 4 - Paper | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|--|---------------------|---------------------------------|------------------------------------|------------------------------------|
| Recycled paper towel on rolls. 7.87" x 425', 800 sheets. 6 roll per case | CS-6 roll per case | 195 | | |
| Jumbo white, 2-ply toilet tissue, 12" x 1000'. 750 sheets.18 roll per case | CS-18 roll per case | 150 | | |
| Small white, 2-ply toilet tissue, 506 sheets. | CS-60 roll per case | 75 | | |
| Premium 2-Ply Bathroom Tissue, White, 3.7" x 750', 18/Case | CS-18 roll per case | 150 | | |
| Facial tissue | CS-30 box per case | 150 | | |

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| Table 4 - Paper | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|---|---------------------|---------------------------------|------------------------------------|------------------------------------|
| Multi-fold 16x 250 sheets | CS-16pack per case | 150 | | |
| Small white, 2-ply toilet tissue, 506 sheets. | CS-60 roll per case | 75 | | |
| | | Total | \$ | \$ |
| Total Ta | | | | |

| Table 5 - Office Care | Dilution | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|---|---|--------------------|---------------------------|------------------------------------|------------------------------------|
| All-purpose germicidal cleaner: to disinfect sanitize, cleaner. | Dilution 1.26 | EA-4L | 30 | | |
| Black, all- purpose garbage bags, 22" x 24". | | CS-500 per case | 125 | | |
| Clear garbage bags, 26" x 36", Regular. | | CS-250 per case | 125 | | |
| Compost bags, extra strong, 26"x36" | | CS-250 per case | 50 | | |
| Clear, extra- strong garbage bags, 42" x 48" | | CS-100 per case | 100 | | |
| foaming trigger sprayer | | EA | 100 | | |
| Trigger - light duty nozzle | | EA | 100 | | |
| Clear bottles. 24 oz | | EA | 200 | | |
| Product labels | | EA | 200 | | |
| Garbage bags heavy duty 35 x 50 (cafeteria) | | CS-100 per case | 10 | | |
| | | | Total | \$ | \$ |
| Total Table | e 5 (1 st year + 2 nd | year) (For eval | uation purposes) | \$ | |

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| Table 6 - Miscellaneous | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|--|------------------|---------------------------------|------------------------------------|---------------------------------------|
| Rinse-aid for dishes | EA-4L | 60 | | |
| Laundry detergent with bleach in water soluble high-efficiency capsules. | CS-50 per case | 30 | | |
| Surface cleaning and disinfectant wipes. General virucide. | EA-6 per case | 120 | | |
| Non-chlorinated dishwasher liquid cleanser. | EA-20L | 50 | | |
| 12" x 12" cotton rags, bar wipes white. | CS | 5 | | |
| "Sensor" vacuum cleaner bags | CS | 50 | | |
| "Sensor" vacuum S-12 replacement brushes | EA | 50 | | |
| Graffiti remover 1L bottle | EA-1L | 50 | | |
| 3 M easy trap sweep and dust sheets | CS | 10 | | |
| NANOX-1 scouring cream for deep cleaning of metal surfaces another non poures surfaces, (stainless steel, chrome, aluminum, copper,porcelain,fiberglass,melamine,and acrylic (no substitute) | EA-500ml | 80 | | |
| Viper tm/mc broad spectrum 4x4l | EA-4L | 30 | | |
| Flitz metal polish 906gr ca03518 | CS-10 per case | 10 | | |
| Numatic NVM -1AH high efficiency filter bags (no substitute) | CS-10 per case | 10 | | |
| Microfibre dry mop w/ fringe 18" | EA | 10 | | |
| FGQ82000BL00 microfibre wet pad 11" | CS | 10 | | |

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| Table 6 - Miscellaneous | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year | |
|---|------|---------------------------------|------------------------------------|---------------------------------------|--|
| 18" microfiber wet pad, blue | CS | 10 | | | |
| Micro-filter sensor XP 5301ER | EA | 20 | | | |
| Sensor XP exhaust filter U19827 | EA | 20 | | | |
| Squeegee window handle brass ws-br00 | EA | 20 | | | |
| Squeegee window 12" brass channel & rubber ws-br12 | EA | 20 | | | |
| Total \$ | | | | | |
| Total Table 6 (1 st year + 2 nd year) (For evaluation purposes) | | | | | |

| Table 7- Prevention Sanitizer | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year | |
|---|------------------|---------------------------------|------------------------------------|---------------------------------------|--|
| Surface cleaning and disinfectant wipes. General virucide. | EA-6 per case | 100 | | | |
| Alcohol hand sanitizer stock IFS1TF 33.8 FL. OZ 6x1L | CS-6 per case | 30 | | | |
| Alcohol hand sanitizer stock IFS1L 33.8 FL. OZ 3x1L | CS-3 per case | 30 | | | |
| Alcohol hand sanitizer PUMP 400 ML | CS-6 per case | 40 | | | |
| Total \$ | | | | | |
| Total Table 7 (1 st year + 2 nd year) (For evaluation purposes) | | | | | |

| Table 8- Dispensers | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|---|------|---------------------------------|------------------------------------|---------------------------------------|
| Smooth cut roll towel dispenser 09769 (no substitute) | EA | 20 | | |
| Automatic Dilution System (ADS) dispenser | EA | 10 | | |

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| Table 8- Dispensers | Unit | Estimated Annual Quantity | Unit Price 1 st year | Unit Price 2 nd year |
|---|------|---------------------------------|------------------------------------|---------------------------------------|
| Jumbo bathroom tissue dispenser 09649 (no substitute) | EA | 20 | | |
| Soap dispenser, 1L black plastic, foam (no substitute) | EA | 20 | | |
| Toilet seat cover dispenser 1-2 fold 500 seat cover white plastic | EA | 20 | | |
| Deb disp chr1ldscb chrome w/deb logo black proline | EA | 10 | | |
| Total \$ | | | | |
| Total Table 7 (1 st year + 2 nd year) (For evaluation purposes) | | | | |

| Table 9- Training (additional sessions only) | | Unit Price 1 st year | Unit Price 2 nd year |
|--|--|------------------------------------|------------------------------------|
| Provide WHIMIS training | | | |
| Provide training carpet care & floor care | | | |
| Total | | \$ | \$ |
| Total Table 9 (1st year + 2nd year) (For evaluation purposes) | | \$ | |

| Table 10 -Equipment repair | Unit Price 1 st year | Unit Price 2 nd year |
|--|------------------------------------|------------------------------------|
| Labour cost per hour to repair on site or at warehouse all | | |
| Senate maintenance machinery (parts at cost) | | |
| Total | \$ | \$ |
| Total Table 10 (1st year + 2nd year) | خ | |
| (For evaluation purposes) | ۶ ع | |

| Total (For evaluation purposes) | Column A: Unit Price 1 st year | Column B: Unit Price 2 nd year |
|---|--|--|
| Total table 1+ Total table 2 + Total table 3 + Total table 4 + Total table 5 + Total table 6 + Total table 7 + Total table 8 + Total table 9 + Total table 10 | \$ | \$ |
| Grand total Column A + Column B for evaluation purposes only | \$ | |

| Company Name: | | |
|-------------------------|-------|--|
| | | |
| Name of Representative: | | |
| | | |
| Signature: | Date: | |

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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. |

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ANNEX "D" – SUPPLIER CREATION AND DIRECT DEPOSIT ENROLLMENT FORM

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SUPPLIER CREATION AND DIRECT DEPOSIT ENROLMENT FORM

| INSTITUTION – Please select: | SENATE OF CANADA | | OFFICE OF THE SENATE ETHICS OFFICER | | |
|---|---|--------------------------|--------------------------------------|------------|--|
| ACTION REQUIRED – Please select: | select: SUPPLIER CREATION | | SUPPLIER MODIFICATION | | |
| REASON FOR ACTION OR COMMENT: | | | | | |
| | | | | | |
| | | | | | |
| SECTION 1 – SUPPLIER DETAILS – Pleas | se print | | | | |
| | | | | | |
| LEGAL NAME | | | TELEPHONE | | |
| | | | | | |
| REMITTANCE NAME (if different from t | he legal name) | | SUPPLIER URL ADDRESS (if applicable) | | |
| ADDRESS | | , | | | |
| | | | | | |
| STREET | | | CITY | | |
| POSTAL CODE | PROVINCE | | COUNTRY | | |
| REMITTANCE ADDRESS (if different fro | ahove address) | | | | |
| nemi milez no one o (il ullicicità il c | m above address _j | | | | |
| STREET | | | CITY | | |
| | | | | | |
| POSTAL CODE | PROVINCE | | COUNTRY | | |
| CORPORATION: CANA | ADIAN U.S. | OTHER FOREIGN COU | NTRY | TAX-EXEMPT | |
| CONTRACTOR/SOLE PROPR | IETOR | Please indicate your HST | '/GST number | | |
| (INDIVIDUAL CHARGING SALES TAXE | s) | | NAL INCLIDANCE NUMBER | 50 | |
| CONTRACTOR/SOLE PROPR (INDIVIDUAL IS NOT CHARGING SALE | | Please indicate your SOC | IAL INSURANCE NUMB | <u>EK</u> | |
| SECTION 2 – SUPPLIER PAYMENT DETA | | | | | |
| | ER CURRENCY_ | (by cheque only) | | | |
| METHOD OF PAYMENT | ENCONNENC! | (by cheque only) | | | |
| | ECT DEPOSIT (C\$ only)* | | SENATE CREDI | IT CARD | |
| *Plea | *Please attach a blank cheque with "VOID" written on or other related banking documents (recommended) | | | | |
| DIRECT DEPOSIT EMAIL PAYMENT NOT | | | | | |
| | e | | | e | |
| EMAIL ADDRESS 2 EMAIL ADDRESS 2 | | | | | |
| SECTION 3 – CONSENT * *Note: If a corporation, an authorized signing officer must complete and sign this form. | | | | | |
| I give my consent to the Senate of Canada to pay the invoices for the supplier identified in Section 1 through direct deposit to the financial institution that I have designated using the attached cheque with "VOID" written on it or my other attached related banking documents. | | | | | |
| | | | | | |
| CONTACT NAME TITLE | | | | | |
| SIGNATURE | | DATE | | | |
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For contrat or Purchase order please submit this completed and signed form (and supporting documents) to the Procurement Division of the Senate by e-mail to . . .

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