



REQUEST FOR PROPOSAL (RFP)

Subject:**OFFICE 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:
June 11, 2020	June 25, 2020, 11:00 AM EST	SEN-003 20/21

SENATE INFORMATION**For all inquiries:****Contracting Authority:**

Contact: Kelly Shields
Title: Senior Procurement Officer
Address: 40 Elgin Street, Room 1110
 Ottawa, ON K1A 0A4, Canada
Telephone no: 613-995-8888
E-mail: Proc-appr@sen.parl.gc.ca

Offers can be delivered by e-mail only 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 goods and services listed herein and on any attachment at the price(s) set out therefore.

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

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

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PART 1 - GENERAL INFORMATION

1. Introduction

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

Part 1	General Information: provides a general description of the requirement;
Part 2	Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
Part 3	Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
Part 4	Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
Part 5	Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract, the Annexes, Basis of Payment, and any other annexes;
Part 6	Terms of Work and Payment
Annex A	Statement of Requirements;
Annex B	Basis of Payment;
Annex C	Language Proficiency;
Annex D	Direct Deposit Form.

2. Summary

The Senate of Canada (Senate) is seeking to establish a contract for Office Supplies, as defined in Annex A - Statement of Requirement, for three (3) years from **September 1, 2020 to August 31, 2023** with an option to extend the contract for two (2) additional one (1) year terms

3. Debriefings

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

4. Bid Submission Language

Submissions will be accepted in either English or French.

5. Key Terms and Definitions

Account Manager	an employee of the Bidder and who manages the relationship between the Senate of Canada and the Bidder. Does not manage the running of the project
Bidder	the person or entity submitting a bid to perform a contract for the purchase of services. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.
Contracting Authority	means the person designated in this RFP 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	means working day unless otherwise specified
Senate	the Senate of Canada
SOR	the whole of the goods/services, materials, matters and things required to be done, furnished and performed in order to carry out the contract including all services to be delivered.
RFP	Request for Proposal
Responsive Bid	a bid that complies with the invitation to bid and all prescribed procurement procedures and requirements.
Project Authority	a dedicated person within the organization, whom will be the main point of contact between the supplier and the organization
Administrative Access	administrative access is defined as access that allows the administrator to manage accounts and run reports as required
Work	as per defined in the SOR

PART 2 - BIDDER INSTRUCTIONS

1. Prelude

- I. The Senate of Canada invites “Bidders” to respond to this Request for Proposal to provide office supplies and services, as described in Annex “A” – Statement of Requirements (SOR) set forth in this Request for Proposal (RFP).

2. Signature Requirement

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

3. Irrevocable Bids

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

- I. No payment direct or indirect will be made for costs that may be incurred relative to the preparation or submission of a bid in response to this RFP. All electronic documents shall become the property of the Senate of Canada and will not be returned.

5. Joint Venture

- I. A joint venture is an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement. Bidders who bid as a joint venture must indicate clearly that it is a joint venture and provide the following information:
 - a. the name of each member of the joint venture;
 - b. the Procurement Business Number of each member of the joint venture;
 - c. the name of the representative of the joint venture, i.e. the member chosen by the other members to act on their behalf, if applicable; and
 - d. the name of the joint venture, if applicable.
- II. If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.
- III. The bid and any resulting contract must be signed by all the members of the joint venture unless one member has been appointed to act on behalf of all members of the joint venture. The Contracting Authority may, at any time, require each member of the joint venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the RFP 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 Authority for all inquiries and other communications in regard to this RFP is stated on the cover page of this document. All communication or inquiries must be directed **ONLY** to this person. Non-compliance with this condition for that reason alone will result in the disqualification of Bidder’s bid.
- II. Enquiries regarding this RFP must be received by e-mail at: Proc-appr@sen.parl.gc.ca by the Contracting Authority, no later than **June 17, 2020 by 11am EST**. Enquiries received after that time may not be answered. Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable the Senate of Canada to provide an accurate answer. Enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such

except where the Senate of Canada determines that the enquiry is not of a proprietary nature. The Senate of Canada may edit the question(s) or may request that the Bidder do so, in order that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by the Senate of Canada.

- III. To ensure the equality of information among Bidder, answers to enquiries which are relevant to the RFP will be provided to all Bidders by simultaneously posting responses to Buy and Sell without revealing the sources of the inquiry.

7. Provision of False or Incorrect Information

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

8. Price Justification

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

9. Conflict of Interest – Unfair Advantage

- I. In order to protect the integrity of the procurement process, Bidders are advised that the Senate of Canada may reject a bid in the following circumstances:
 - a. if the Bidder, any of its affiliates or subcontractors any of their respective employees or former employees was involved in any manner in the preparation of the RFP 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 RFP 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 goods and services described in the RFP (or similar goods and 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 RFP documents

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

11. Funding Approvals

- I. Bidders should note that all 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.

13. Level of Security

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

PART 3 – BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

- File I: Mandatory Criteria (one soft copy in PDF format) and Page 1 of the RFP signed
- File II: Technical Bid (one soft copy in PDF format)
- File III: Financial Bid – Annex “B” – Basis of Payment (one soft copy in PDF format)
- File IV: Annex « D » - Direct Deposit Form (one soft copy in PDF format)

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

- a) Use a numbering system that corresponds to the bid solicitation.

Bidders must indicate the RFP number as part of the subject line in their electronic bid submission.

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

For bids transmitted by email, the Senate will not be responsible for any failure attributable to the transmission or receipt of the email bid. The Senate will send a confirmation email to the Bidders when the submission is received.

File I: Mandatory Criteria

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.

File II: Technical Bid

- I. In their Technical Bid, Bidders should demonstrate their understanding of the requirements contained in the RFP 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 RFP is not sufficient. In order to facilitate the evaluation of the bid, the Senate of Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

File III: Financial Bid - Annex “B” – Basis of Payment

- I. Pricing must include all requirements as set forth in the RFP.
- II. Bidders must submit their Financial Bid, in Canadian funds, in accordance with the Annex B - Basis of Payment.
- III. Bidders must **provide pricing for each item list in Annex B – Basis of Payment Table B1 – High Usage Office Stationery Items and must also provide a % discount in Table B2 - Discount rate for all other catalogue items, in order for their bid to be accepted. Failure to do so will result in the disqualification of your bid.**

File IV: Annex “D” – Direct Deposit Form

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- I. Bids will be assessed in accordance with the entire requirement of the RFP including the mandatory criteria, technical criteria and financial bid.
- II. The Senate of Canada shall conduct the RFP process in a fair manner and will treat all Bidder's equitably. Objective standards and evaluation criteria will be applied uniformly to all Bidders.
- III. An evaluation team composed of representatives of the Senate of Canada will evaluate the bids.
- IV. It is the responsibility of the Bidder to ensure that their bid is clear and complete. The Senate of Canada reserves the right to contact any Bidder during the evaluation of bids to obtain clarifications. If the Senate of Canada seeks clarification or verification from the Bidder about its bid, the Bidder will have **two (2) working days** (or a longer period if specified in writing by the Contracting Authority) to provide the necessary information to the Senate of Canada. Failure to meet this deadline will result in the bid being evaluated on the information that was provided.

2. Mandatory Criteria

- I. Bidders must ensure full compliance with the following mandatory requirements. Failure to clearly demonstrate full compliance or provide supporting documentation will result in the disqualification of the bid.
- II. The Bidder must include the Mandatory Criteria table as an Appendix in their bid and ensure that the page and paragraph number in the Bidders' Bid is indicated in the column entitled "Cross Reference" for all mandatory information included.
- III. Bidders **MUST meet all the mandatory requirements** of the RFP. No further consideration will be given to Bidders not meeting all the mandatory criteria.

The mandatory criteria are:

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M1. Years of Experience</p> <p>The Bidder must demonstrate that they have five (5) years of experience in providing bilingual services in the supply and delivery of office supplies and associated services</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with this requirement.</p> <p>This information must be provided under Mandatory Criterion (M1) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M2. References</p> <p>The Bidder must provide two (2) client references to which it has provided similar services within the last three (3) years.</p> <p>NOTE: The Senate may not be used as a reference.</p> <p>The Senate of Canada reserves the right to contact any or all of these references.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information for each reference:</p> <ul style="list-style-type: none"> Name of company Contact Name Valid phone number and e-mail address for the contact. Length of time providing services to the client. Description of the goods and services provided <p>This information must be provided under Mandatory Criterion (M2) in your submission.</p> <p>Failure to provide this information will result in your bid being given no further consideration.</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M3. Bidder’s Representative</p> <p>The Bidder must designate an account manager who will act as the principal point of contact for all matters related to the services described in Annex A – Statement of Requirements. The account manager must meet the language proficiency level <u>intermediate</u> as described in Annex C - Language Proficiency. The Account Manager must have three (3) years’ experience in the last five (5) years.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide the following information:</p> <ul style="list-style-type: none"> • Account Manager’s full name • Contact Information (including telephone number and e-mail address) • Address • A statement that the account manager meets the bilingual language proficiency requirement as per Annex C - Language Proficiency, <u>level Intermediate</u>. • Number of years’ experience as an account manager. <p>All information requested must be provided under Mandatory Criterion (M3) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M4. Bilingual Website</p> <p>The Bidder must have a bilingual (English / French) website to conduct electronic commerce.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement confirming the following:</p> <ul style="list-style-type: none"> • That the website content will be available in English and French. <p>All information requested must be provided under Mandatory Criterion (M4) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration</p>		
<p>M5. Website Functionality and Content</p> <p>The Bidder must provide Authorized Senate Users with a secure access to a Bilingual (French and English) website whose explicit purpose is to conduct electronic commerce and allows users to place orders. Users must be able to toggle between French and English sites</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement confirming the following:</p> <ul style="list-style-type: none"> • Access to the website and any transactions will be encrypted with high grade industry standard encryption • That users can toggle between sites. <p>All information requested must be provided under Mandatory Criterion (M5) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration</p>		

MANDATORY CRITERIA TABLE			
Mandatory Criteria	Submission Requirements	Met / Not Met	Cross Reference
<p>M6 Supplies</p> <p>The Bidder must be capable of supplying all the products listed in Annex B – Basis of Payment</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement confirming the following:</p> <p>The site will include at a minimum the products list Annex B- Basis of Payment.</p> <p>All information requested must be provided under Mandatory Criterion (M6) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M7. Data stored in Canada</p> <p>The Bidder must confirm in writing that all data pertaining to the Senate of Canada must be stored in Canada.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M7) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M8. Data Breach Notification</p> <p>The Bidder must provide assurances that any data breach affecting the Senate of Canada data will be communicated to the Senate as soon as the Bidder becomes aware of the breach.</p>	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M8) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration.</p>		
<p>M9 Reporting</p> <p>On the last day of each month, the Bidder must provide electronically to the Senate Project Authority a monthly report of all goods purchased for that month. This report will contain at a minimum the following information:</p> <ul style="list-style-type: none"> • User account name • Order account number • Description of goods purchased • Quantity and unit of issue • Total cost per item • Pre-discount and discount cost to the Senate • Total cost year to date for the Senate. 	<p>In order to meet this Mandatory requirement, the Bidder must provide a statement indicating compliancy with the mandatory requirement.</p> <p>This information must be provided under Mandatory Criterion (M9) in your submission.</p> <p>Failure to provide the information specified will result in your bid being given no further consideration</p>		

3. Rated Evaluation Criteria

- I. Bids that do not clearly meet all the mandatory criteria set forth in this RFP and do not attain a minimum of **56 points** for the requirements which are subject to the evaluation criteria point rating will receive no further consideration.
- II. Price is only one criterion in the evaluation of bids. The Senate of Canada is seeking best overall value and will evaluate bids on a point rating system based on evaluation criteria.
- III. The Bidder must include the Point Rated Technical Criterion table in their bid and ensure that the page and paragraph number in the Bidders' Appendix is indicated in the column entitled "Cross Reference" for all rated information included.
- IV. Bidders must include all information relating to the criteria in the Bidder's Technical Bid. All information contained within the Bidder's Technical Bid must be complete and clear in order to be evaluated. Failure to include all information may result in disqualification of the bid.

The rated evaluation criteria are:

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>R1. Firm Experience</p> <p>Bidder's experience in providing bilingual services in the supply and delivery of office supplies and services.</p> <p>The Bidder shall demonstrate experience which is above and beyond the minimum five (5) years of experience identified in M1.</p>	<p>Maximum 10 points</p> <p>6 points - 5 + to 10 years 8 points - 10+ to 15 years 10 points - 15+ years</p>	
<p>R2. Administrative Access to Website</p> <p>The Bidder shall provide the project authority with "administrative access" in order to be able to view all Senate user accounts and generate reports.</p>	<p>Maximum 5 points</p> <p>5 points - The Bidder can provide administrative access 0 points - The Bidder cannot provide administrative access</p>	
<p>R3. Process of Return</p> <p>Bidder shall outline and explain their return policy and the timeline associated with this process.</p>	<p>Maximum 10 points</p> <p>0-4 points - Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p>5-7 points - Information provided demonstrates understanding for most but not all of the elements of the rated criteria.</p> <p>8-10 points - Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria.</p>	

TECHNICAL EVALUATION CRITERIA		
TECHNICAL MERIT Point Rated Technical Criterion	Maximum No. of Points Available	Cross Reference Section
<p>R4. Delivery Service options</p> <p>The Bidder's shall explain their delivery timelines and their method of delivery as per the requirements identified in Annex A: Statement of Requirements, Item 8. Delivery of Goods.</p>	<p style="text-align: center;">Maximum 25 points</p> <p>0-5 points - Information provided demonstrates a minimal understanding that is relevant to the stated criteria.</p> <p>6-15 points - Information provided demonstrates understanding for most but not all of the elements of the rated criteria.</p> <p>16-25 points - Information provided demonstrates understanding that is relevant to all of the elements of the rated criteria.</p>	
<p>R5 Reporting</p> <p>The Bidder shall provide sample reports showing at a minimum the required information identified in M9 – Reporting</p>	<p style="text-align: center;">Maximum 25 points</p> <p>0-5 points - Information provided demonstrates that a minimum of the requirement can be met</p> <p>6-15 points - Information provided demonstrates that a more than half of the requirement can be met</p> <p>16-25 points - Information provided demonstrates that the requirement can be fully met</p>	
<p>R6. Green Procurement</p> <p>The Bidder shall provide a statement confirming that they can provide to the Senate eco-friendly products that demonstrate the Bidders commitment to sustainability with Green Business practices.</p> <p>The Bidder must provide a list of two (2) examples such products that are available.</p>	<p style="text-align: center;">Maximum 5 points</p> <p>5 points: The Bidder can provide eco-friendly certified products</p> <p>0 points: The Bidder cannot provide eco-friendly certified products</p>	
<p>Total of all the point rated technical criteria</p>	<p style="text-align: center;">80 points Maximum</p>	
<p>Minimum pass mark (70%)</p>	<p style="text-align: center;">56 points required to pass</p>	

4. Presentation (20 points)

The top two (2) highest technical scoring Bidders who passed the mandatory requirements and who obtain a minimum of 56 points on the technical scoring will be invited to present their web-based system to the evaluation team.

The presentations will take place the week of July 6, 2020 (exact date and time to be confirmed) and will be presented remotely using Information Technology. The two Bidders will be given a minimum of three (3) days notice to prepare their presentation.

Each invited Bidder will have a total of thirty (30) minutes to conduct their presentation and to field questions from the evaluation team.

Focus should be put on the following:

Presentation Point Rated Presentation Criterion	Maximum No. of Points Available
Bidders shall provide a general overview of their bilingual (English and French) web interface for office supplies and services. The demonstration shall include at a minimum an overview of the following: <ul style="list-style-type: none"> • Account Access <ul style="list-style-type: none"> ○ User profile ○ How to order ○ How to track orders ○ View order history • Reporting Site navigation • Security features 	<p style="text-align: center;">Maximum 20 points</p> Unsatisfactory – vaguely described and rated area is minimally addressed 0 – 7 points Satisfactory – some details described and rated area is basically covered 8 – 14 points Superior – very well defined – rated area is entirely covered 15 – 20 points
Total points for Presentation	20 points Maximum
Minimum pass mark (70%)	14 points required to pass

5. Financial Evaluation

- I. The price of the bid will be evaluated in Canadian dollars, applicable taxes excluded
- II. The Bidder who provides the lowest total cost for Annex “B” – Table B1 - High Usage Office Stationery Items. will be awarded 20 points. The second bidder will be awarded 15 points.
- III. The Bidder who provides the highest discount on Annex “B” -Table B2 - Discount rate for all other catalogue items will be awarded 10 points. The second bidder will be awarded 5 point.
- IV. The total points of B1 and B2 will be used to determine the Bidders total pricing score. – See Basis of Selection.

6. Basis of Selection

The bids that meets the mandatory requirements, that obtains a minimum of 56 points in the technical rated criteria, and who were invited to present their solution and obtained a minimum of 14 points in the presentation will have their financial envelope opened.

Highest Combined Rating of Technical Merit (Rated + Presentation) (60%) and Price (40%)

Determination of Highest Ranked Bidder

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

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

The Bidder with the highest combined evaluation score will be considered for the award of a contract.

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

PART 5 - RESULTING CONTRACT CLAUSES

The following clauses and conditions shall apply to and form part of any contract resulting from the request for proposal.

1. Appropriate Law

- I. This contract shall be governed by and construed in accordance with the laws in force in the province of Ontario.

2. Assignment

- I. The contract shall not be assigned in whole or in part by the Contractor without the prior written consent of the Senate of Canada and any assignment made without that consent is void and of no effect.
- II. No assignment of the contract shall relieve the Contractor from obligations under the contract or impose any liability upon the Senate of Canada.

3. Time is of the Essence

- I. Time is of the essence in this contract.
- II. Any delay by the Contractor in performing the Contractor's obligations under the contract which is caused by events beyond the Contractor's control must be reported in writing to the Senate of Canada. This notice shall state the cause and circumstances of the delay. Furthermore, when requested to do so, the Contractor shall deliver, in a form satisfactory to the Senate of Canada, a "work around plan" including alternative sources and any other means that the Contractor will utilize to overcome the delay.
- III. Unless the Contractor complies with the notice requirements set forth in the contract, any delays that would constitute an excusable delay shall be deemed not to be an excusable delay.
- IV. Notwithstanding that the Contractor has complied with the notice requirements, the Senate of Canada may exercise any right of termination contained in the contract.

4. Indemnity against Claims

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

5. Inspection and Acceptance

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

6. Termination of Contract

- I. The Senate of Canada may immediately terminate this contract if the Contractor is for any reason unable to provide the services required under this contract. Such termination notice shall be made in writing.
- II. The contract may be immediately terminated by the Senate of Canada if it is determined that the services provided by the Contractor are not satisfactory. Such termination notice shall be made in writing.
- III. The contract may be terminated by the Senate of Canada upon a **ten (10) days** written notice if it is determined that the work, services or goods provided by the Contractor, either in whole or in part, are no longer required.

- IV. Either party may terminate this contract upon a **ten (10) days** written notice.

7. Notice

- I. Any notice or other communication may be given in any manner, and if required to be in writing, shall be addressed to the party to whom it is intended at the address in the contract or at the last address of which the sender has received written notice.
- II. Any notice or other communication given in writing in accordance with paragraph 7.I shall be deemed to have been received by either party:
 - a. If delivered personally, on the day that it was delivered
 - b. If forwarded by mail, on the earlier of the day it was received or the sixth day after it was mailed
 - c. If forwarded by facsimile or electronic mail, 24 hours after it was transmitted.
- III. A notice given under Termination of Contract shall be given in writing and, if delivered personally, shall be delivered, if the Contractor is a sole proprietor, to the Contractor

8. Warranties

The Contractor warrants that:

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

9. Records to be kept by the Contractor

- I. The Contractor shall keep proper accounts and records of the costs of work, services, and all expenditures or commitments made by the Contractor including the invoices, receipts and vouchers. These accounts and records shall at reasonable times be open to audit and inspection by the authorized representatives of the Senate of Canada, who may make copies and take extracts therefrom.
- II. The Contractor shall not dispose of the documents referred to herein without the written consent of the Senate of Canada, but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of two (2) years following the completion of the work.

10. Confidentiality

- I. Any information of a character confidential to the affairs of the Senate of Canada, its members or any of its employees, agents or Contractors to which the Contractor or any of its employees, or affiliates or subcontractors become privy as a result of services to be performed under this contract shall be treated as confidential during and after the performance of the work.

11. Safeguarding of Senate information

- I. It is a **MANDATORY REQUIREMENT** of this Contract that the Contractor insure or guarantee that all information provided under this contract be kept in Canada. If at anytime throughout the term of any resulting contract, the storage location of all information is no longer kept in Canada, the Contractor shall notify the Senate of Canada Contracting Authority immediately in accordance with Section 7- Notice of this contract.

12. Rules and Regulations

- I. In its operation, the Contractor and its employees will comply and abide by all lawful rules and regulations of the Senate of Canada which may be established from time to time, provided that no such rules or regulations shall inhibit the Contractor from exercising its rights and duties hereunder.

- II. The Contractor further understands that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offenses may result in a termination for default under the Contract. If the Contractor made a false declaration in its bid, makes a false declaration under the Contract, fails to diligently maintain up-to-date the information herein requested, or if the Contractor or any of the Contractor's affiliates or subcontractors fail to remain free and clear of any acts or convictions specified herein during the period of the Contract, such false declaration or failure to comply may result in a termination for default under the Contract. The Contractor understands that a termination for default will not restrict the Senate of Canada's right to exercise any other remedies that may be available against the Contractor and agrees to immediately return any advance payments.

13. Miscellaneous Restrictions

- I. Under no circumstances shall the Contractor use any stationery with Senate of Canada letterhead to conduct business under this contract.
- II. It is the intention of the parties that the contract is for the performance of a service or services and that the Contractor is engaged as an independent Contractor providing services to the Senate and that the Contractor's Directors, Officers, Employees are not engaged as Senate employees and they are not subject to the terms and conditions of employment or privileges applicable to the employees of the Senate.
- III. No Contractor or their staff can render services or benefit from payments under a contract 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 scope of work.

14. Subcontracts

- I. The Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- II. In any subcontract, the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to the Senate of Canada than the conditions of the Contract.
- III. Even if the Senate of Canada consents to a subcontract, the Contractor is responsible for performing the Contract and the Senate of Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

15. No Implied Obligations

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

16. Performance

- I. The Contractor shall report the performance under this contract to the Senate of Canada in whatever format and frequency that the Senate of Canada may require.

17. Amendments to the Contract

- I. No person other than the Manager of Procurement Services or their designate can amend this contract in any form. Any changes to the original contract must be made in writing.

18. Conflict of Interest

- I. The Contractor declares that the Contractor has no pecuniary interest in the business of any third party that would cause a conflict of interest or seem to cause a conflict of interest in carrying out the work. Should such an interest be acquired during the life of the contract, the Contractor shall declare it immediately to the Senate.
- II. It is a term of this contract that no former public office holder who is not in compliance with the Conflict of Interest Act shall derive a direct benefit from this contract.

19. Discrimination and Harassment in the Workplace

- I. The Contractor declares that the Contractor its directors or officers have not suffered any judgments in regard to legislation pertaining to discrimination or harassment in the workplace.
- II. If such judgments are made against the Contractor, its directors or officers during the life of this Contract, the Senate of Canada reserves the right to immediately terminate the Contract. In such cases, the Senate of Canada shall only be liable for payment for services performed. No other costs or fees shall be due or payable by the Senate of Canada.

20. Health and Safety

- I. The Contractor, while working in the Senate workplace, must comply with the Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment. Particularly this entails:
 - a. Refraining or minimizing the use of scented products while in the Senate workplace;
 - b. Taking all reasonable measures to protect the health and safety of every employee and other person granted access to the workplace for work purpose; and
 - c. No smoking in any buildings or within the vicinity (or within 9 meters) of entrances, exits, windows or air intakes of Senate occupied buildings in the Parliamentary Precinct.
- II. If Contractors breach those duties and responsibilities, corrective action will be taken which could include measures up to contract termination. The Senate Policy on Occupational Health and Safety and the Guidelines promoting a scent-free work environment will be available upon request.

21. Advertisement

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

22. Entire Contract

- I. This contract constitutes the entire contract between the parties with respect to the subject matter of the contract and supersedes all previous negotiations, communications and other contracts relating to it unless they are incorporated by reference in the contract.

23. Authorities

I. Contracting Authority

The Contracting Authority for the Contract is:

To be Determined

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

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

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

II. Project Authority

The Project Authority for the Contract is:

To be Determined

III. Contractor's Representative

The Contractor's representative for the Contract is:

Account Manager:

Name: _____
Title: _____
Phone: _____
Email: _____

Backup:

Name: _____
Title: _____
Phone: _____
Email: _____

24. Replacement of Specific Individuals

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

25. Priority of Documents

- I. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.
 - a. the articles of the Request for Proposal including all annexes;
 - b. the articles of the Contract;
 - c. the Contractor's Bid dated *(To be identified upon contract issuance)*.

26. Proactive Disclosure

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

PART 6 - TERMS OF WORK AND PAYMENT

1. Period of the Contract

- I. The Contractor shall, from **September 1st, 2020 to August 31, 2023**, perform and complete with care, skill, diligence and efficiency the work that is described in this document.

1.2 Extension of the Contract

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

2. Financial Limitations

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

3. Price Escalation and Cost

Upon Contract award, all prices quoted in the Contractor's offer will remain firm for a period of three (3) years. Thereafter, on an annual basis, the Contractor may review the price of each item listed in the contract and may propose increases. Such increases must not be greater than the consumer inflation factor as specified in the Canadian Consumers Price Index for the previous year. The Contractor must provide the Senate of Canada with a thirty (30) day written notice for any increase in cost of goods or services proposed. Once this notification is received and accepted by the Senate of Canada, prices will remain firm until the next option period is exercised.

4. Basis of Payment

- I. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid in accordance with rates specified in Annex "B" - Basis of Payment.
- II. The Senate of Canada will not entertain any charges which are not specified in the Basis of Payment.

5. Invoicing

- I. The Contractor shall submit a detailed invoice for each key deliverable which must include, at a minimum, the date(s) the service was performed, a brief summary of the work performed, and the contract reference number.
- II. The Contractor's certified invoice shall be forwarded to:

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

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

- III. The invoice must be reviewed and signed by the Project Manager or their delegated authority before payment is issued.

-
- IV. Payment by the Senate to the Contractor for work shall be made:
- i. In the case of a progress payment other than the final payment, within thirty (30) days following the date on which a claim for progress payment is received according to the terms of the contract;
 - ii. In the case of a final payment, within thirty (30) days following the date of receipt of a final invoice for payment, or within thirty (30) days following the date on which the work is completed, or the goods delivered and accepted, whichever date is the later;
- V. If the Senate has any objections to the invoice, written notification of the nature of such objections shall be forwarded to the Contractor.

6. Method of Payment

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

7. Sales Tax

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

8. Interest on Overdue Accounts

For the purpose of this section:

- I. An amount is "due and payable" when it is due and payable by the Senate to the Contractor according to the terms and conditions of the contract.
- II. An amount is overdue when it is unpaid on the first day following the day upon which it is due and payable.
- III. "Date of payment" means thirty (30) days from the date of receipt of the invoice at the Senate.
- IV. The "Bank Rate" shall be the average Bank of Canada discount rate for the previous month, plus 3 per cent.
- V. The Senate shall be liable to pay simple interest at the Bank rate on any amount which is overdue from the day such amount became overdue until the day prior to the date of payment inclusively; however, interest will not be payable nor paid unless the amount has been outstanding (unpaid) for more than fifteen (15) days following the due date. Interest shall only be paid when the Senate is responsible for the delay in paying the Contractor. In the event that the Senate is not responsible for the delay in paying the Contractor, no interest shall be paid.
- VI. The Senate shall not be liable to pay the Contractor any interest on unpaid interest.

ANNEX A – STATEMENT OF REQUIREMENTS

Office Supplies

1. Title

- I. The Senate requires the services of a Contractor to provide Office supplies on an as and when required basis.

2. Scope

- I. The Senate of Canada will submit orders for supplies electronically or by telephone from various geographic regions within Canada directly from Senate users.
- II. The procedures outlined in this annex shall apply for the entire term of this contract.
- III. Excluded from any resulting contract will be high value consumable items, furniture, furnishings, ink and toner imaging supplies and all equipment (exact listing to be given to successful Contractor).

3. Initiating and Implementing the Program

- I. The selected Contractor shall be responsible to implement and initiate the program at the Senate. All of the following must be completed prior to launch of live online order processing by Senate users. This will include but not be limited to the following;
 - Set up the bilingual website and items pre-selected by the Senate.
 - Establish individual accounts for each individual Senate user. There are approximately one hundred and thirty-two (132) accounts presently. Upon contract award, the Senate's project authority will provide the successful Contractor with a list of order offices and authorised personnel for each account.
 - Each individual account will require users to login using a username and password;
 - Prepare and distribute a bilingual electronic information kit, to introduce users to services offered, order desk contacts, and how to access available services including access to a bilingual online catalogue;
 - Provide the project authority, Senate Finance and Procurement and each Senate order office with an electronic coloured catalogue and Senate price list;
 - Provide each user with instructions or training in French and English (in the language of their choice) regarding placing orders via the Internet;
 - The selected Contractor shall provide at no cost to the Senate, the following:
 - End user support for on-line order placement;
 - 24-hour placement of orders primarily by e-commerce or fax as a back-up option; and
 - Telephone order placement and customer service from 8:00 AM to 5:00 PM Mondays through Fridays.

4. Authorized User Account Creation/Registration

- I. New users must be registered within **2 business days** of a request being received,

5. Products

- I. The Contractor shall supply and deliver the products listed and referenced in Annex "B" Basis of Payment at the firm prices and discounts indicated therein, for the duration for the contract term. The Item Pricing Lists are as follows:

Table B1- High Usage Office Stationery Items - Pricing
Stationery list of 50 high usage office supplies;

Table B2 - Discount rate for all other catalogue items - Pricing
All Catalogue Items comprised of the products listed in the electronic catalogues, excluding the items listed in Annex B – Basis of Payment, Table B1 - High Usage Office Stationery Items .

6. Order Processing

- I. Senate users shall place orders for office supplies via the Internet or by telephone .
- II. When placing an order, Senate users shall see the costs before the discount and the discount offered by the Contractor
- III. The selected Contractor shall package all orders individually by Senate User and include a packing slip.
- IV. The selected Contractor shall have an order management tracking system.

7. Delivery of Goods

- I. Delivery of goods within the terms of this contract shall be made within the National Capital Region (NCR) and across Canada.
- II. Delivery lead time for all goods in the National Capital Region are required within 24 hours. The deliveries must go to the Senate Scanning Facility located at 2303 Stevenage Avenue, Ottawa, Ontario, K1G 3W1 and then be delivered to 95 Noel, Gatineau, Quebec, J8Z 0A1
- III. Delivery rush options in NCR:
 - a. Order by 11AM and delivery same day afternoon
 - b. Order by 3PM delivery next morning
- IV. Products shall be packaged appropriately to ensure safe delivery. The packing slip must include the following information on each order
 - a. Name of employee
 - b. Office location and Office #
 - c. Quantity
 - d. Quantity ordered and shipped
 - e. Quantity not shipped or back ordered
- V. Deliveries must be made by the Contractor's own transportation fleet or a reputable transportation company that allows for tracking of the shipments.
- VI. The delivery personnel shall obtain a signature for all deliveries.
- VII. The Senate of Canada expects to receive orders as quickly as possible. The Contractor and the Senate may mutually agree upon other lead times and/or terms which are mutually beneficial to both parties.

8. Acceptance of Goods

- I. The selected Contractor shall have the ability to honor manufacturer's warranty on items offered.
- II. The selected Contractor shall order and ship new replacement goods upon notice from the Senate to the Contractor of defective goods.

9. Reporting

- I. On the last day of each month, the Contractor must provide electronically to the Senate Project Authority a monthly report of all goods purchased for the that month. This report will contain at a minimum, the following information:
 - User account name
 - Order account number
 - Description of goods purchased
 - Quantity and unit of issue
 - Total cost per item
 - Pre-discount and discount cost to the Senate
 - Total cost year to date

10. Invoice Requirements

- I. The Contractor's certified invoice shall contain the following information:
 - Senate Account #
 - Company Name
 - Users Full name and title
 - Department name
 - RC Code (user Department Code)
 - Billing Address
 - Delivery address
 - Email address
 - Phone number
 - Description of goods purchased
 - Quantity and unit of issue
 - Total cost per item
 - Pre-discount and discount cost to the Senate

11. Substitute Products

- I. The selected Contractor must provide the Senate's Project Authority with a 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 the case of rejection, the Senate may request that the selected Contractor provide alternative items for testing.

12. Access to Senate Precinct

- I. The Contractor's delivery personnel must obtain a security clearance in accordance with Part 2, section 13 of this document.

13. Return items

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

14. Damaged or Defective Shipment

- I. Products may not be accepted upon delivery if:
 - a. The products or packaging of products are defective (e.g. broken and/or damaged);
 - b. The products or packaging of products are not delivered as agreed; or
 - c. The products were substituted without prior approval of the Senate.
- II. The Contractor will be responsible for all shipping costs related to the return and replacement of any damaged or defective products from the Senate's location. The Senate will not be responsible for any re-stocking charges due to damaged or defective Products received.

15. Back Order

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

16. Discontinued Products

- I. The Contractor shall notify the Senate of Canada Project Authority in writing as soon as they are aware of one of the Senate's products being discontinued.

17. Product Warranty

- I. The Contractor shall warrant all its products from the date of receipt by the Senate against, but not limited to the following conditions:
 - a. Faulty material; and
 - b. Manufacturing defects.

18. Recall Products

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

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

19. Environmental Considerations

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

20. Optional Additional Products and Services

- I. The Senate of Canada reserves the right to add or delete items throughout the term of the resulting contract.

21. Customer Support

- I. The Contractor shall provide effective customer support to the Senate including, but not limited to:
 - a. A responsive account manager assigned to the Senate to support their needs by providing day-to-day and ongoing administrative support;
 - b. The Contractor's team must be responsive to the needs of the Senate (i.e. next Business Day response), provide requested information and documentation in a timely manner and issue resolution;
 - c. Ensuring minimal disruption to the Senate;
 - d. Easy access to the Contractor (i.e. by toll free telephone number, email, voicemail, and fax);
 - e. Day-to-day support;
 - f. Establishing an ongoing communications program with the Senate (e.g. new Products and initiatives, substitution Products, discontinued Products);
 - g. Providing written notice to Senate on any scheduled shut down that would impact services (e.g. inventory count, relocation of warehouse, website maintenance);
 - h. Attending quarterly business reviews with Senate or other meetings, as requested; and
 - i. Providing reports to Senate, as required.

22. Green Procurement

- I. The Contractor shall have products available that carry an ecolabel, that are certified eco-friendly and demonstrate the Contractors commitment to sustainability with Green Business practices

ANNEX B – BASIS OF PAYMENT

The prices below shall remain in force for the initial 3 year period of the contract.

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

Table B1 and B2 below must be completed in its entirety. – Failure to provide pricing for each item will result in the disqualification of your bid.

Table B1: High Usage Office Stationery Items					
NO	Estimated amount purchase in 2019/20	DESCRIPTION	PKG	QTY. IN PKG.	COST/UNIT
1	1000	SCRATCH PAD WHITE 5X8 96 SHEET	EA	1	
2	250	MICRO-PERFORATED LETTER-SIZE BUSINESS PADS, WHITE WITH WIDE RULE, 8 1/2" X 11"	BX	10	
3	220	MICRO-PERFORATED LETTER-SIZE BUSINESS PADS, WHITE WITH WIDE RULE, 8 1/2" X 11"	BX	10	
4	17	INSERTABLE TAB INDEX DIVIDERS, BUFF WITH COLOURED TABS, LETTER-SIZE, 5-TABS/ST	BX	5	
5	175	PENDAFLEX STANDARD LETHA-TONE 5 1/4" EXPANSION LEGAL-SIZE WALLET	EA	1	
6	171	ROLLERB. PEN BLU FINE UNI-BALL	BX	12	
7	166	UNI-BALL 207 RETRACTABLE GEL PEN, BLUE, MEDIUM 0.7 MM	EA	1	
8	156	UNI-BALL ONYX ROLLERBALL PEN, MICRO, 0.5 MM, BLACK	BX	12	
9	156	PEN-STYLE FLUORESCENT HIGHLIGHTERS, FLUORESCENT YELLOW, CHISEL TIP	BX	12	
10	156	PENTEL ENERGEL RTX RETRACTABLE LIQUID GEL PEN, BLUE, MEDIUM; 0.7 MM	EA	1	
11	120	UNI-BALL ONYX ROLLERBALL PEN, MICRO, 0.5 MM, BLUE	BX	12	
12	120	PENTEL ENERGEL LIQUID GEL INK PEN, BLUE, MEDIUM 0.7 MM	EA	1	
13	111	ACCO PAPER CLIPS, #1, SMOOTH FINISH, SILVER	BX	100	
14	110	INSERTABLE TAB INDEX DIVIDERS, BUFF WITH CLEAR TABS, LETTER-SIZE, 8-TABS/ST	PK	8	
15	106	Sharpie Permanent Marker, Black, Fine Tip	EA	1	
16	102	Zebra Ola Retractable Ballpoint Pen, Blue, Medium 1.0 mm	EA	1	

Table B1: High Usage Office Stationery Items

NO	Estimated amount purchase in 2019/20	DESCRIPTION	PKG	QTY. IN PKG.	COST/UNIT
17	100	SCOTCH MAGIC TAPE REFILL, 19 MM (3/4")	EA	1	
18	100	ECONOMY LETTER-SIZE PADS, WHITE WITH WIDE RULE, 8 1/2" X 11"	PK	5	
19	97	PILOT FRIXION BALL ERASABLE GEL STICK PENS, BLUE, FINE 0.7 MM	EA	1	
20	93	FLUORESCENT HIGHLIGHTERS, FLUORESCENT YELLOW, CHISEL TIP	BX	12	
21	90	PAPER MATE RECYCLED FLEXGRIP ULTRA RETRACTABLE BALLPOINT PENS, 0.8 MM, BLUE	EA	1	
22	84	PILOT HI-TECPOINT ROLLERBALL PEN, V5, BLACK, EXTRA FINE 0.5 MM	EA	1	
23	72	BLUELINE NOTEPRO COILED NOTEBOOK	EA	1	
24	58	POST-IT ORIGINAL LINED NOTES, CANARY YELLOW, 3 7/8" X 5 7/8", 100 SHEETS/PAD	EA	1	
25	49	ST. JAMES CLASSIC CERTIFICATE HOLDER	PK	5	
26	49	STANDARD STAPLES, 1/4", 5,000/BX	BX	5000	
27	48	PILOT FRIXION BALL ERASABLE GEL STICK PENS, PURPLE, FINE 0.7 MM	BX	12	
28	45	EXECUTIVE NOTEBOOK, BLACK, 9 1/4" X 7 1/4"	EA	1	
29	44	BLUELINE MIRACLEBIND NOTEBOOK	EA	1	
30	43	POST-IT DURABLE FILING TABS, ASSORTED PRIMARY COLOURS, 2" X 1 1/2"	PK	24	
31	43	BLUELINE NOTEPRO COILED NOTEBOOK, 200 PAGES, BLACK, 10 3/4" X 8 1/2"	EA	1	
32	40	STORAGE BX LGL/LTR 12WX10HX15D	EA	1	
33	40	EXECUTIVE NOTEBOOK, BLACK, 9 1/4" X 7 1/4", TWIN COIL BINDING	EA	1	
34	40	UNI-BALL 207 IMPACT GEL ROLLERBALL PENS	EA	1	
35	37	FLUORESCENT HIGHLIGHTERS, ASSORTED COLOURS, CHISEL TIP	PK	6	
36	37	SELF-STICK NOTES, YELLOW, LINED, 4" X 6", 100 SHEETS/PAD	PK	12	

Table B1: High Usage Office Stationery Items

NO	Estimated amount purchase in 2019/20	DESCRIPTION	PKG	QTY. IN PKG.	COST/UNIT
37	34	DYMO LABELWRITER ADDRESS THERMAL LABELS, WHITE, 1 1/8" X 3 1/2", 130 LABELS/ROLL	BX	260	
38	28	COLOURED FILE FOLDERS, ASSORTED COLOURS, LETTER-SIZE	PK	25	
39	24	AVERY READY INDEX CUSTOMIZABLE TABLE OF CONTENTS DIVIDERS, MULTI-COLOURED, NUMBERED (1-15), LETTER-SIZE, 15 TABS/ST	EA	1	
40	22	WILSON JONES PLASTIC PROJECT FOLDERS, CLEAR, LETTER SIZE	PK	10	
41	21	#33 RUBBER BANDS, 1/8"W X 3 1/2"L	PK	150	
42	20	POST-IT STANDARD FLAGS, YELLOW, 1" X 1 7/10"	PK	50	
43	20	STAINLESS-STEEL SCISSORS, 6" STRAIGHT	EA	1	
44	21	ACCO RECYCLED 1 1/4" PAPER CLIPS, #1, SILVER	BX	100	
45	61	PREMIUM COPY PAPER, WHITE, LETTER-SIZE (8 1/2" X 11"), SFI CERTIFIED	PK	500	
46	10	ROLLAND REPROPLUS RECYCLED COPY PAPER, WHITE, LEGAL SIZE	PK	500	
47	24	ACCO PRESSTEX TYVEK-REINFORCED TOP BINDING REPORT COVER, BLACK, TABLOID SIZE, 3" CAPACITY	EA	1	
48	33	POST-IT PREPRINTED ARROW MESSAGE FLAGS, WITH ON-THE-GO DISPENSER, ASSORTED BRIGHT COLOURS, 1/2" X 1 7/10"	PK	100	
49	16	ENERGIZER MAX LONG-LIFE "AAA" ALKALINE BATTERIES	PK	16	
50	19	ENERGIZER MAX LONG-LIFE "AA" ALKALINE BATTERIES	PK	16	
Total Cost of B1 - High Usage Office Stationery Items					\$

Table Pricing B2 - Discount rate for all other catalogue items:

Total Discount Rate for all other catalogue items :

%

ANNEX C – LANGUAGE PROFICIENCY

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

ANNEX D – DIRECT DEPOSIT FORM



FINANCES AND PROCUREMENT DIRECTORATE
Supplier Creation &
Direct Deposit Enrollment Form

Protected once completed
For internal use only _____
Supplier ID Code

INSTITUTION AND ACTION REQUIRED - Please select:

Create - Senate of Canada

Reason for action:

Section 1 - SUPPLIER DETAILS

LEGAL NAME: _____ Tel: _____
OPERATING NAME: _____ Tel: _____

ADDRESS:

Street No. /PO BOX: _____ Postal Code/Zip: _____
City: _____ Province / State: _____ Country: _____

Remittance Address if different from above:

Street No. /PO BOX: _____ Code Postal/Zip : _____
City: _____ Province / State: _____ Country: _____

HST/GST (If applicable Corporation) _____
Social Insurance Number (for Contractor) _____

Section 2 - SUPPLIER PAYMENT DETAILS

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

Method of Payment:

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

Direct Deposit Email Payment Notification:

EMAIL Address 1 _____
EMAIL Address 2 _____

Section 3 - CONSENT

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

Name : _____
Signature : _____ Date : _____

COMMENTS: _____

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

Proc-Appr@sen.parl.gc.ca

Proc_2018-08-16