



**RETURN BIDS TO/ RETOURNER LES
SOUMISSIONS À:**

Foreign Affairs, Trade and Development
Canada,

Embassy of Canada in Santiago, Chile
Edificio World Trade Center, Nueva Tajamar
481, Torre Norte, Piso 12, Comuna Las
Condes, Santiago, Chile

REQUEST FOR PROPOSAL (RFP)

**Proposal to: Foreign Affairs, Trade and
Development Canada**

We hereby offer to sell to Her Majesty the
Queen in right of Canada, in accordance
with the terms and conditions set out herein,
referred to herein or attached hereto, the
goods, services, and construction listed
herein and on any attached sheets at the
price(s) set out therefore.

DEMANDE DE PROPOSITION (DP)

**Proposition aux: Affaires étrangères,
Commerce et Développement Canada**

Nous offrons par la présente de vendre à Sa
Majesté la Reine du chef du Canada, aux
conditions énoncées ou incluses par
référence dans la présente et aux annexes
ci-jointes, les biens, services et construction
énumérés ici sur toute feuille ci-annexée,
au(x) prix indiqué(s).

TITLE - SUJET Commercial Cleaning Services at the Embassy of Canada in Santiago, Chile	
SOLICITATION NO. – NO. DE L’INVITATION 14-77200	DATE November 25, 2013
SOLICITATION CLOSES / L’INVITATION PREND FIN On Monday, 6 January 2014 at 14:00 hours Local Time, Santiago Chile Le lundi, 6 janvier, 2014 à 14:00h l’heure Santiago, Chili	
ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À: Michele Remillard	
TELEPHONE: 613-944-278	EMAIL - COURRIEL: michele.remillard@international.gc.ca
DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES Foreign Affairs, Trade and Development Canada Embassy of Canada AT: Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes, Santiago, Chile AND Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes, Santiago, Chile.	
VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L’ENTREPRENEUR Telephone No. - No de telephone.: Facsimile No. – No de telecopieur:	
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN ON BEHALF OF THE VENDOR/FIRM NOM ET TITRE DE LA PERSONNE AUTORISÉE À SIGNER AU NOM DU FOURNISSEUR/DE L’ENTREPRENEUR _____ Signature	Corporate Seal _____ Date



TABLE OF CONTENTS

PART 1 - INTRODUCTION

1. Purpose of this Request for Proposal (RFP)
2. Proposed Period of Contract
3. Security Requirements
4. Work Location
5. Mandatory Site Visit

PART 2 – CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology
2. Enquiries – Solicitation Stage
3. Bidder Improvement to the Requirement During Bid Period
4. Proposal (bid) Preparation Cost
5. Proposal (bid) Delivery
6. Proposal (bid) Closing Date and Time
7. Validity of Proposal (bid)
8. Rights of Canada
9. Incapacity to Contract with Government
10. Incurring of Cost
11. Qualifying Joint Venture Bids
12. Definition of Bidder

PART 3 – PRESENTATION OF PROPOSALS

1. Electronic Offers and Submissions of Proposals (bids)
2. Format and Content of Proposals (Bids)
3. Certifications
4. Financial Proposal
5. Basis of Selection

PART 4 – GENERAL PROVISIONS OF RESULTING CONTRACT

1. General Conditions
2. Statement of Work
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Not Applicable
8. SACC Manual Clauses
9. Personnel
10. Applicable Laws
11. Government Smoking Policy
12. Certifications
13. Anti-terror
14. Priority of Documents
15. Insurance

List of Appendices:

- Appendix “A” – Statement of Work
- Appendix “B” – Technical Evaluation Criteria
- Appendix “C” – Certifications Precedent to Contract Award
- Appendix “D” – Pricing Schedule



PART 1 – INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select a supplier to enter into a contract with DFATD, to provide the services described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

The period of the Contract is for two years, April 1, 2014 to March 31, 2016. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date.

2.1 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional periods of one (1) year each 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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 a contract amendment.

3. Security Requirements

Before award of contract the following security requirements must be met:

- 3.1 At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (CSR) and Corporate Security Division (CSC).
- 3.2 If the Contractor breaches Sub-paragraph (1) above, DFAIT shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada via DFAIT all unspent funds provided under this Contract.

4. Work Location

The services provided by the Contractor shall be performed at the Embassy of Canada, Santiago, Chile at

Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes, Santiago, Chile

AND

The Visa Offices located at: Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes, Santiago, Chile.

5. Mandatory site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. The site visit will be held at the Embassy of Canada in



Santiago, Chile at Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes on Wednesday, Dec 11th, 2013, at 9:30 AM Local time in Santiago Chile.

Bidders are requested to communicate with the Contracting Authority two (2) days before the scheduled visit to confirm attendance and provide the name(s) of the person(s) who will attend. A maximum of two (2) representatives per Bidder will be permitted to attend. Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology

For your proposal to be considered responsive, you must comply with all the requirements of this Request for Proposal (RFP) identified as mandatory. **Mandatory criteria are also expressed by using imperative verbs such as “shall”, “must” and “will” irrespective of where they appear in the RFP.**

2. Enquiries - Solicitation Stage

2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may be answered prior to the bid closing date.

2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.

2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.

2.4 Contracting Authority:

Michele Remillard
Contracting Specialist
Department of Foreign Affairs, Trade and Development Canada
E-mail: michele.remillard@international.gc.ca

3. Bidder Improvement to the Requirement during Bid Period

3.1 Should the Bidder consider that the specifications or Statement of Work contained in this Request for Proposal (RFP) can be improved technically or technologically, the Bidder is invited to make suggestions, in writing, to the Contracting Authority named herein. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration provided they are received by the Contracting Authority no later than 8 calendar days prior to bid closing date specified herein. Canada reserves the right to accept or reject any or all suggestions.

4. Proposal (bid) Preparation Cost



- 4.1 The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.
- 5. Proposal (Bid) Delivery**
- 5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.
- 5.2 Bidders should ensure that the RFP Number is clearly marked on their envelopes or parcels. Proposal closing date and time should also be indicated on bid envelopes or parcels.
- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the address indicated above, on or before the closing date and time specified herein.
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.
- 5.5 **Delayed Proposals (bids):** A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by DFATD, after the proposal (bid) has been received at the location stipulated in paragraph 5.1 above.
- 5.6 **Late Proposals (bids):** It is DFATD's policy to return unopened bids received after the stipulated bid closing date and time, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph 5.5 above.
- 6. Proposal (bid) Closing Date and Time:**
In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.
- 7. Validity of Proposal (bid)**
Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.
- 8. Rights of Canada**
Canada reserves the right:
- a. during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
 - b. to reject any or all proposals received in response to this RFP;
 - c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
 - d. to accept any proposal in whole or in part without prior negotiation;
 - e. to cancel and/or re-issue this RFP at any time;
 - f. to award one or more contracts, if applicable;
 - g. to retain all proposals submitted in response to this RFP;
 - h. not to accept any deviations from the stated terms and conditions;
 - i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
 - j. not to contract at all.
- 9. Incapacity to Contract with Government**
- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- a. Section 121, Frauds upon the Government;
 - b. Section 124, Selling or Purchasing Office;
 - c. Section 418, Selling Defective Stores to her majesty;



9.2 Subsection 750 (3) of the Criminal Code prohibits anyone who has been so convicted from holding public office, contracting with the government or benefiting from a government contract.

10. Incurring of Cost

No costs incurred before receipt of a signed contract or specified written authorization from the Contracting Officer can be charged to any resulting contract. In addition, the Contractor is not to perform work in excess of or outside the scope of any resulting Contract based on verbal or written requests or instructions from any government personnel other than the aforementioned officer. Your attention is drawn to the fact that the Contracting Officer is the only authority which can commit the Government to the expenditure of the funds for this requirement.

11. Qualifying Joint Venture Bids

A joint venture, regardless of how it has chosen to structure itself, can only be qualified as an eligible bidder if it is a financially viable legal entity. In joint ventures proposals, only one of the parties must function as the prime contractor and assume full responsibility for the execution of the contract. As such, bidders must identify in their bid who the prime contractor will be.

12. Definition of Bidder

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors.

PART 3 - PRESENTATION OF PROPOSALS

1. Submissions of Proposals (bids)

PROPOSALS (BIDS) SUBMITTED BY FACSIMILE, E-MAIL OR OTHER ELECTRONIC MEANS WILL NOT BE ACCEPTED.

1.1 Electronic transmission of your proposal (bids) by such means as facsimile or email is not considered to be practical and therefore will not be accepted.

1.2 When responding, the proposal (bids) **MUST** be delivered to the location and by the time and date stipulated herein.

1.3 Proposals (bids) submitted in response to this RFP will not be returned with the exception of bids received after the specified date and time stipulated herein which shall be returned unopened to the Bidder and given no further consideration.

2. Format and Content of Proposals (Bids)

2.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate.

2.2 Canada requires that each bid submission include the first page of this RFP signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with Part 2, Section 11 Qualifying Joint Venture Bids. The Bidder's signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. If the Bidder fails to submit this signed first page of the RFP with their bid then the Bidder shall be disqualified from the bidding process and be declared non-compliant.

2.3 The proposal (bid) should be structured in separately sealed and bound sections as follows:

Part A: Technical Proposal, four (4) hardcopies.

Part B: Financial Proposal, two (2) hardcopies.

Part C: Certifications, two (2) hardcopies.



Prices must appear in the financial bid only. Prices must not be indicated in any other section of the bid.

- 2.4 Your proposal (bid) should be concise and should address, but not necessarily be limited to the points that are subjected to the mandatory requirements and evaluation criteria identified herein, against which the proposal will be evaluated.

It is strongly recommended that bidders ensure each of the requirements is addressed in sufficient depth to ensure a fair and complete evaluation of the proposal.

- 2.5 Only those proposals which fulfill all Mandatory requirements identified in this RFP will be further evaluated based upon the scoring system listed in Appendix “B”.
- 2.6 Bidders are advised that only listing experience without providing any supporting information data such as: references, credentials, curriculum vitae, number of projects completed and in progress, the period of the work performed in number of months and years in past and present employment, and when, where and how such experience was obtained; will not be considered to be “demonstrated” for the purpose of this evaluation.
- 2.7 Proposals must be submitted in either of Canada’s official languages (English or French). Any translations fees required to meet this criterion will be borne by the bidder.

3. Certifications

- 3.1 The certifications in Appendix “C” – Certifications, should be completed, signed and submitted with your proposal (bid). A contract will not be awarded until all certifications have been signed by the Bidder and received by the Crown. If the Bidder fails to provide the certifications when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant.
- 3.2 Compliance to the Certifications the Bidder has provided Canada is subject to discretionary audit. In the event that it is determined that any certification made by the Bidder is untrue, whether made knowingly or unknowingly, any contract entered into may be determined to be in default and the Minister shall be entitled, pursuant to the provisions of the contract, to terminate for default.

4. Financial Proposal

- 4.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 4.2 Bidders must submit their financial bid in accordance with Appendix “D” – Pricing Schedule.
- 4.3 The price of the bid will be evaluated in the local currency, Chilean Pesos, CLP (IVA) tax excluded. FOB destination, customs duties and excise taxes included.

4.4 Periodical and On-Call Services

The services specifically listed in the Statement of Work as Periodical and On-Call services will be performed by the Contractor on an “as and when requested” basis. On call-services may be required for events, visits and/or emergency cleaning. This portion of the service may be required outside of regular business hours and/or on statutory holidays as specified by the Project Authority.

Examples of the types of cleaning that would be required under this "as directed" category include:

- emergency cleaning after the accidental entry of flood water to an area,



- the periodic cleaning of floors and equipment in mechanical and electrical plant rooms,
- general cleaning tasks of an unforeseen nature.

On a monthly basis, the Contractor shall submit a claim to the Embassy of Canada for the performance of any "as directed" cleaning services. The pricing of such invoices shall be charged in accordance with the Pricing Schedule listed in Appendix, D.

"As and when" requested pricing will be considered as part of the financial evaluation but will not be included in the final contract award.

5. Basis of Selection – Lowest Price per Point

To be declared responsive, a bid must:

- a) Comply with all the requirements of the bid solicitation;
- b) Meet all mandatory technical evaluation criteria; and,
- c) Obtain the required minimum of 60 percent overall of the points for the technical evaluation criteria which are subject to point rating.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price per point will be recommended for award of contract.

Bidder	Financial Proposal	Total Technical	Cost per point	Rank
Bidder 1	\$75,000.00	78	\$964.54	2nd
Bidder 2	\$92,000.00	83	\$1,108.44	3rd
Bidder 3	\$81,000.00	88	\$920.46	1st

***In this example, bidder 3 would be awarded the contract**

PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT

The Government of Canada is committed to publicly disclose all contracts entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These requirements cover the procurement contracts for goods and services. It will be a term of any resulting contract pursuant to this RFP that information contained in it in relation to the following data elements - vendor name, reference number, contract date, description of work, contract period or delivery date, contract value - will be gathered, and posted on the departmental Intranet site

http://www.international.gc.ca/about-a_propos/proactive_disclosure-divulgation_proactive.aspx?menu_id=49&menu=L

Information that would normally be withheld under the Access to Information Act and Privacy Act will not appear on that website. This "public disclosure" is intended to ensure that contract information is collected and presented consistently across government and in a manner that promotes transparency and facilitates public access.

In the event of inconsistencies between the wording of Parts 1 to 4 of the Request for Proposal and the appendices attached thereto, the wording of Parts 1 to 4 of the Request for Proposal shall prevail.

The following terms and conditions will form part of any resulting contract:



1. General Conditions

General Conditions - Higher Complexity - Services 2035 (2013/06/27) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/8>

All reference to the Minister of Public Works and Government Services Canada should be deleted and replaced with the Minister of Foreign Affairs, Trade and Development Canada. Also, all references to the Department of Public Works and Government Services Canada should be deleted and replaced with the Department of Foreign Affairs, Trade and Development Canada.

2. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Appendix "A".

3. Security Requirement

Refer to Part 1, Clause 3 of this solicitation

4. Term of Contract

4.1 Period of Contract

The initial period of the Contract is from April 1, 2014 to March 31, 2016.

4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to three (3) additional periods of one (1) year each 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 the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days 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 a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Michele Remillard

Contracting Specialist

Foreign Affairs, Trade and Development Canada – SPP Division

125 Sussex Drive, Ottawa, ON K1A 0G2

Telephone: 613-944-2678

Facsimile: 613-944-2222

E-mail address: michele.remillard@international.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.

5.2 Project Authority TBD

The Project Authority for the Contract is:

Name:

Branch

Address

Telephone:



Fax:

E-mail address:

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative TBD

Name:

Title:

Telephone:

Fax:

E-mail:

6. Payment

6.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Pricing Schedule in Appendix D, to a limitation of expenditure of \$_____ CLP. Customs duties are included and Applicable Taxes are extra.

6.2 Consumption Tax or Value Added Tax

All prices and amounts of money in the Contract are exclusive of Value Added Tax (VAT), or IVA (Impuesto al Valor Agregado) Tax as applicable, unless otherwise indicated. The Consumption Tax or Value Added Tax, whichever is applicable, is extra to the price herein and will be paid by Canada.

The estimated IVA is included in the total estimated cost on page 1 of contract and to the extent applicable, will be incorporated into all invoices and progress claims and shown as a separate item on invoices and progress claims. All items that are zero-rated, exempt or to which the CT or VAT does not apply, are to be identified as such on all invoices. The Contractor agrees to remit to the appropriate Government Agency any amounts of CT or VAT paid or due.

6.3 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.4 Method of Payment – Monthly Payments

Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

6.5 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.



Invoices must be distributed as follows: The original and one (1) copy of each invoice together with supporting documents shall be forwarded to the Project Authority for certification and payment.

7.0 Not applicable to this contract

8. SACC Manual Clauses

The following SACC Manual clauses are hereby included by reference within the contract and can be found at the following website address: <https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>

Reference #	Date	Title
A9117C	2007-11-30	T1204 - Direct Request by Customer Department
A9068C	2010-01-11	Government Site Regulations
B1000T	2007-11-30	Condition of Material
C0710C	2007-11-30	Time and Contract Price Verification

9. Personnel

9.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor.

9.2 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable. In such circumstances, the contractor shall ensure that personnel are removed from property and replaced with personnel suitable to DFATD.

10. Applicable Laws

This contract shall be governed by and construed in accordance with the laws in force in Ontario; provided, however, that the Contractor shall be bound to comply with all local laws, statutes, regulations pertaining to or otherwise affecting his/her performance at the work site.

11. Government Smoking Policy

Where the performance of work requires the presence of the Contractor’s personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada which prohibits smoking on any government premises.

12. Certifications

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

13. Anti-terror

The Contractor shall not use the funds for the purpose of any payment to persons or entities, or for the supply of goods, if such payment or supply to the Contractor’s knowledge or belief, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations or is made, directly or indirectly, to finance, support, facilitate or benefit a terrorist or a terrorist group listed under the Canadian *Criminal Code*, the *United Nations Al-Qaida and Taliban Regulations* or the *Regulations Implementing the United Nations Resolutions on the Suppression of Terrorism*.

If the Contractor breaches paragraph above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada *via* DFATD all unspent funds provided under this Contract.

14. Priority of Documents



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 Agreement;
- b) 2035 General Conditions - Higher Complexity - Services (2013/06/27);
- c) Appendix "A", Statement of Work;
- d) Appendix "D", Pricing Schedule;

15. Insurance

- 15.1 The Contractor shall, at its own expense, provide and maintain the following insurance, in its own name, during the full Term of the Contract:

The Contractor must ensure that insurance cover provides for Employer's liability for an unlimited sum and Public Liability to a minimum amount equal to the contract value for each and every accident or occurrence and that it must be unlimited in respect of the Contract.

The Contractor shall at all times maintain in force such policies of insurance with reputable insurers or underwriters as shall fully insure and indemnify the Contractor against liability:

- a) To the Crown and to any employee of the Crown;
- b) To the employees of the Contractor;
- c) To any other person;
- d) To any property;

to the sum equal to the total contract value.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

- 15.2 The Contractor shall provide to DFATD a full certified copy of the Comprehensive general Liability Policy. Such certified copies must be delivered to, and approved by, DFATD, before the Contractor shall be permitted to commence work;

In lieu of a full certified copy of the Comprehensive general Liability Policy ONLY, a Certificate of Insurance may be accepted by DFATD, at its discretion, if such Certificate specifically confirms that all of the coverage mentioned above are included in the policy coverage; and,

It shall be the sole responsibility of the Contractor to determine what additional insurance coverage, if any, are necessary or advisable, for its own protection and/or fulfil its obligations under this Contract. Any such additional insurance shall be provided and maintained by the Contractor at its own expense.



Appendix A – Statement of Work

GENERAL NOTES

1. PERSONNEL INVOLVED IN THE WORK – START UP

- a) THE CONTRACTOR will provide a list of all personnel involved in the cleaning of the Building, including the supervisor upon request. The said list should be accompanied by a police clearance certificate for each employee issued by Interpol and a medical certificate.
- b) THE CONTRACTOR will provide each of its employees with an identification card according to the specifications of the Embassy.
- c) The timetable for the cleaning work carried out at the embassy will be established by mutual agreement between THE CONTRACTOR and THE CLIENT.
- d) The contractor shall provide a list of monthly quantities of cleaning materials expected to be delivered to the embassy
- e) Within ten days of signing the contract, THE CONTRACTOR shall provide an organizational chart and a timetable of the work assigned to the personnel.
- f) THE CONTRACTOR must show upon request, as well as present at the end of each month, a personnel attendance control list to the Administrative Department of the Embassy.
- g) The Contractor must provide uniforms at its own expense, for its staff that clearly identify them as employees of the Contractor and distinguish them as cleaners. Such uniforms will be selected in a manner that ensures a consistently excellent representational image for Canada and must meet with Project Authority approval. The Contractor must ensure cleaning staff are appropriately dressed and that security pass is visible at all times.

2. SECURITY MEASURES AND PROTECTION

- a) Embassy Rules about Security and Hygiene must be complied with at work.
- b) THE CONTRACTOR will be responsible for all damages to the Building and to the property of the CLIENT, Embassy personnel and visitors or neighbours as a result of the actions of their employees.
- c) THE CONTRACTOR must repair or compensate any damages or liabilities, breakages or loss, except in cases of a duly proved fortuitous event or act of God.
- d) THE CONTRACTOR will provide all regulation equipment for the safety and comfort of their personnel or of third parties contracted by them, working in the Building. THE CONTRACTOR must also meet all legal requirements and safety rules, in order to avoid accidents or personal injury within the Building or in neighbouring property or in the street outside the Building.
- e) When necessary, all areas adjacent to work in progress must be adequately protected. This protection must be approved by the CLIENT.

3. FREQUENCY OF CLEANING TASKS



- a) The CONTRACTOR will keep the Building clean at all times, free from the clutter of equipment, materials, cleaning products or debris which affect the smooth running of the Embassy.
- b) THE CONTRACTOR will keep its equipment in perfect working order and the uniforms of its personnel clean.

4. GUARANTEE

- a) If, during the term of the contract deficiencies should arise due to the use of poor quality cleaning materials, defective labour or ill functioning equipment THE CONTRACTOR will carry out the necessary repairs, at its own cost, within the established times.

5. ADDITIONAL WORK

- a) Should there be a need for any additional work not contemplated in the work description, THE CONTRACTOR must first obtain written approval from the Embassy representative, before carrying out the work.

6. INSPECTIONS

- a) THE CLIENT will carry out the necessary inspections and will give instructions for the efficient and smooth running of the work.

7. TASK FREQUENCY

During the term of the contract, THE CONTRACTOR will diligently clean the entire Building of the CLIENT situated on the Twelfth Floor of the North Tower and on the Fourteenth Floor of the South Tower of the World Trade Center Building, Las Condes, Santiago, according to the program established between the parties.

1. The annual shampooing and stain removal of all carpeted areas in the Building.
2. The monthly cleaning of all window (inside)
3. THE CONTRACTOR will take reasonable precautions to ensure the efficiency, honesty and sobriety of its personnel. For the purposes of this agreement THE CONTRACTOR will not employ any persons to which the CLIENT might reasonably object, and will take responsibility for all work carried out by its employees or agents while on the premises of THE CLIENT.
4. THE CONTRACTOR will carry out the daily cleaning with a minimum team of two operators. The working timetable, unless otherwise agreed, will be from 7.00 hours to 17.00 hours with a forty-five minute lunch break, from Monday to Thursday, and 7.30 hours to 12.30 hours on Fridays. THE CONTRACTOR must replace, for the normal working day, any operator who is absent for any reason, justified or unjustified. The CLIENT reserves the right to change the working hours to its convenience.
 - 4.1 Window cleaning (inside) will be carried out by THE CONTRACTOR on the days and at the times to be agreed upon with THE CLIENT
 - 4.2 THE CONTRACTOR must respect the system of holidays decreed by the Canadian Government for its diplomatic missions abroad. THE CLIENT will not recognize higher or



additional costs, nor will it request rebates, when the Canadian and the local holidays do not coincide.

5. THE CONTRACTOR must ensure all personnel associated with this contract against accidents and property damage, and will agree to indemnify THE CLIENT against any contingency in this respect.
 - 5.1. THE CONTRACTOR must comply with all necessary social security and tax payments for its personnel.
 - 5.2. THE CONTRACTOR must punctually pay salaries, as well as any bonuses or any extra payments due, to the personnel involved in the cleaning of the Building.
 - 5.3. THE CONTRACTOR must show proof of these payments if so required by THE CLIENT.
6. THE CONTRACTOR will instruct the personnel to obey any reasonable request from THE CLIENT with regard to cleaning any spillage or dirt which might occur anywhere in the building during the course of a normal working day.
7. THE CONTRACTOR will instruct the personnel to behave discretely during the execution of their tasks and that offices may be cleaned even if the occupant is present.
8. The cleaning service must be carried out according to the job description below. It is agreed that this may be modified by THE CLIENT with the agreement of THE CONTRACTOR to optimize the efficient running of the work.
9. All the cleaning materials and products must be approved by THE CLIENT and no products may be employed if they pose a risk to the health of the occupants of the Building or the cleaning personnel, or if they cause any damage to the Building, furnishings or equipment. All products should be of the highest quality, biodegradable, ecological, non toxic, non corrosive, and legally approved in accordance with the currents requirements of the Security and Hygiene Rules.
10. Listed below is the minimum requirement for materials, machinery and cleaning products to be used in the execution of the tasks. Notwithstanding the aforementioned, THE CONTRACTOR will provide all products, materials and machinery necessary for the optimal execution of the work.

Materials

- Cleaning cloths	Monthly	6
- Cotton floor cloths	Monthly	6
- Good quality dusting cloths	Monthly	6
- Wire sponges	Monthly	8
- Plastic brooms	Monthly	3
- Large rubber gloves	Monthly	6
- Long-handled dust pans	As needed	4
- Lavatory bowl brushes with stands	As needed	8
- Plastic pail	As needed	6
- Push Broom	As needed	2
- Wide mops for 14th Floor and bathrooms	Every 6 months	1
- Squeegees for windows	Annual	2



- Brooms	Annual	4
- Hand brushes	Annual	13

Recommended or similar brand products (Estimated quantities per month)

- Mr. Musculo, antibacterial with trigger or similar/ 1000cm3	6
- CIF cream for bathrooms and kitchen or other top quality/ 500 cm3	3
- Furniture polish (cream) Virginia or similar/ 250 cm3	2
- Garbage bags (0.60 X 0.90) 10 units	20
- Clorox traditional bleach	20
- Washing up liquid individual bottle (one per kitchen) 500 cm3	9
- Dishwasher detergent biodegradable/liters	4
- VIM liquid cleaner	15
- Glassex window cleaner	6
- Carpet shampoo Lux Turbo	1
- Lysoform deodorant/ disinfectant	6
- Aerosol air freshener Glade Spa or similar	20
- Microfiber floor dusters	6
- White wine vinegar	7

Machinery

- 1 Industrial Polisher
- 1 industrial Vacuum Cleaner

10.1 THE CONTRACTOR will maintain its materials, uniforms and working equipment in perfect order and cleanliness. THE CONTRACTOR will provide the personnel with at least two sets of uniforms annually.

10.2 Should THE CONTRACTOR not provide the said materials at the proper times the CLIENT may purchase the missing materials and discount the value from the next payment due to THE CONTRACTOR. THE CLIENT must provide a receipt for the purchases.

11. Daily

- 11.1 All waste paper baskets must be emptied and the kitchen garbage must be eliminated.
- 11.2. All mirrors must be kept clean
- 11.3. All tiled floors must be swept, washed (with germicide cleaner) and dried.
- 11.4. Tiled floors and walls and bathroom appliances must be cleansed with a germicide cleaner and deodorized. Faucets must be kept clean.
- 11.5. The stainless steel bins in bathrooms must be emptied and cleaned.
- 11.6. Finger prints must be removed from all doors.
- 11.7. Water dispensers must be cleaned and polished with a natural organic cleaner.
- 11.8. The glass front doors of the Building must be cleaned
- 11.9. The bullet-proof glass in the reception area must be kept clean using an approved cleaner for the purpose, eg: a solution of vinegar and water.
- 11.10. The fabric tea-towels in the kitchen must be washed every day.
- 11.11. Kitchen cupboard doors, tabletops, counter tops as well as mats must be cleaned and kept in order.



- 11.12. Toilette paper, liquid soap and hand paper towels provided by THE CLIENT and air freshener provided by THE CONTRACTOR must be replaced in bathrooms and kitchens whenever necessary.
- 11.13. All space occupied by the Canadian Embassy and Visa offices must be kept clean.
- 11.14. All garbage, waste-paper, cardboard and other rubbish must be placed in plastic bags or other wrapping before being stored in the place allocated for this purpose in the building.

12. Twice a week

- 12.1. The carpeted areas must be vacuumed and any spillage or stain eliminated. This should happen more frequently when necessary.
- 12.2. All office furniture must be cleaned with a chemically treated cloth.

13. Weekly

- 13.1 The windows panes (inside) must be kept clean.
- 13.2 The interior glass must be kept clean (glass screens)
- 13.3 Metal window frames must be washed and cleaned.
- 13.4 Walls must be kept clean
- 13.5 All telephones must be cleaned and disinfected with an antibacterial cleaner.
- 13.6 All door handles, handles and light switches must be cleaned with a germicide.
- 13.7 All plants must be watered.
- 13.8 Ventilation grids must be dusted.
- 13.9 Refrigerators must be cleaned
- 13.10 Picture and door frames must be dusted.

14. Monthly

- 14.1 Kitchen shelves must be cleared and cleaned.
- 14.2 All window panes must be cleaned (Inside).
- 14.3 Lamps and ceiling lights must be cleaned
- 14.4 The electricity rooms must be cleaned.
- 14.5 All storage rooms must be cleaned.
- 14.6 All inside doors and walls in the building must be cleaned with a soft dry cloth.
- 14.7 All chairs and armchairs in offices and conference rooms must be vacuumed and have all stains removed from them.

15. Every three months

- 15.1 Polish all wood and metal furniture

16. Every twelve months

All wall-to-wall carpeting should be cleaned and washed according to procedure and with the cleaning products agreed with THE CLIENT.

17. Other areas for cleaning.

- 17.1 Garbage bins should be washed weekly with a disinfectant when necessary.
- 17.2 Cobwebs must be cleared.
- 17.3 Curtains should be vacuumed when necessary.
- 17.4 The pelmets over the windows in offices must be dusted when necessary.
- 17.5 The flagpole should be maintained in good condition.
- 17.6 The conference rooms should be kept in good condition and cleaned before and after use.



- 17.7 The kitchen installations should be cleaned adequately after each event, including dish washing according to THE CLIENT'S requirements.
- 17.8 When required, the CONTRACTOR'S personnel will help to move furniture and equipment within the building, and to prepare the rooms for events when asked to by THE CLIENT.
- 17.9 The staff dining room and kitchen must be kept clean and tidy at all times.
- 17.10 Perform other duties as required.



Appendix “B” – Evaluation Criteria

1.0 Mandatory Technical Criteria

The bid must meet the mandatory technical criteria specified below. The Bidder must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

Mandatory Technical Criteria (MT)		
#	Mandatory Technical Criterion	Bid Preparation Instructions
MT1	<p>Experience of the Bidder The Bidder must possess three (3) years of janitorial services experience within the last eight (8) years from the bid closing date, on projects of similar size and scope to the requirement identified in Appendix A, Statement of Work.</p> <p>Projects of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> (a) A minimum duration of six (6) consecutive months; (b) A floor space that is a minimum of 2, 000 in square meters; (c) A space of similar use or type (i.e. office space); (d) Scheduling and training of multiple resources assigned to perform various janitorial tasks. (e) Performance management and monitoring of multiple resources assigned to perform various janitorial tasks. 	<p>For each project the following details should be provided:</p> <ul style="list-style-type: none"> (a) Project title and customer/client organization. (b) Length of the project (i.e. start and end dates in month/year). (c) Brief description of responsibilities and duties performed. (d) Size and type of space (e) The name, title, telephone number and e-mail address for a customer/client reference
MT2	<p>Language of the Proposal Proposals (bids) must be submitted in either of Canada’s official languages (i.e. English or French).</p>	<p>The Bidder must provide the proposal (bid) in English or French.</p>



MT3	<p>Experience of the Bidder's Personnel The Bidder's proposed resources (i.e. one Supervisor and one full time cleaning personnel) must meet the following requirements within the last ten (10) years from the bid closing date.</p> <p>MT3.1 Each proposed Supervisor must:</p> <ul style="list-style-type: none">a) Have acquired three (3) years of experience managing commercial cleaning services including supervising a team, recruitment, assigning work and performance evaluation.b) Have experience in the use of the commercial cleaning equipment. <p>MT3.2 Each proposed Full Time Cleaning Personnel must:</p> <ul style="list-style-type: none">a) Have acquired two (2) years of experience performing commercial cleaning services similar to the requirement detailed within the Statement of Work.b) Experienced in the use of the commercial cleaning equipment provided by the Contractor.	For each proposed resource, the Bidder should submit detailed Curriculum Vitae.
MT4	<p>Security Requirements Before award of contract, the following security requirements must be met:</p> <p>The Bidder and/or all personnel involved in the work shall apply for a valid personnel security screening level of RELIABILITY STATUS for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ) as detailed in Part 1 section 3 of this RFP.</p>	The Bidder is to provide the required security clearance information for each proposed resource upon request of the Contracting Authority. If the Bidder fails to provide the information when requested to do so by the Contracting Authority, the bid shall be declared non-compliant.
MT5	<p>Signed Bid Submission The Bidder must include the first page of this RFP signed by an authorized representative of the Bidder with its bid at bid closing.</p>	If the Bidder fails to provide the signed first page of this RFP with its bid at bid closing, the bid shall be declared non-compliant.



2.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared non-responsive. Each point rated technical criterion should be addressed separately.

Table 1			
#	Point Rated Technical Criteria	Minimum Number of Points Required	Maximum Number of Points
RT1	Organization and Management	n/a	40
RT2	Materials and Equipment	n/a	15
RT3	Health and Safety	n/a	20
RT4	Quality Control Program	n/a	25

Table 2	
Overall Maximum Points Available =	100
Overall Minimum Points Required =	60
Bids must achieve an overall minimum percentage of 60%. Bids that do not meet this requirement will be declared non-responsive.	

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.



70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains several value added elements. Bidder receives 85% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.
This Rating Table applies to all Point Rated Technical Criteria.	

Point Rated Technical Criteria (RT)			
RT1 – Organization and Management			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT1	The Bidder should describe its organization, management, personnel and capacity to ensure that it will maintain the appropriately trained competent personnel to fulfill the requirements in Appendix A, Statement of Work.	The Bidder should describe its approach to include at minimum the following:	
		<p>Team Organization and Description</p> <p>a) Description of the commercial cleaning team including its organization, management, identify name/role of all sub-contractors, proposed number of internal resources, their roles (e.g. contract manager, superintendent, supervisor, day/evening shift cleaning personnel), responsibilities and relevant experience.</p>	Up to 15 points
		<p>Performance Management and Recruitment</p> <p>b) Strategy for managing personnel performance (e.g. absenteeism, performance issues, arrival/departure time) including disciplinary policy (e.g. verbal/written reprimands, suspension, etc.) and ensuring timely replacement of personnel as appropriate.</p>	Up to 10 points



		<p>Scheduling and Training c) Strategy for scheduling the work of resources (e.g. supervisor, cleaning personnel) and their training in methods and procedures.</p>	Up to 10 points
		<p>On Call Personnel e) Capacity to provide additional (on-call) personnel for as and when requested services including periodicals and events.</p>	Up to 5 points
Maximum Points =			40

Point Rated Technical Criteria (RT)			
RT2 – Equipment			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT2	The Bidder should demonstrate that it will supply all equipment required to provide for the requirement outlined in Appendix A, Statement of Work	<p>The Bidder should describe its approach to include at minimum the following:</p> <p>Equipment List a) A list of mechanical equipment available to carry out the services, including specifications (i.e. make and model number and/or performance capabilities, etc.), commercial type, quantity and that it is designed for the application it is to be used.</p>	Up to 15 points
Maximum Points =			15



Point Rated Technical Criteria (RT)			
RT3 – Health and Safety			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT3	The Bidder should describe its Health and Safety Program including training of personnel that demonstrates adherence to all health and safety regulations and measures.	The Bidder should describe its approach to include at minimum the following:	
		a) Detailed description of the Health and Safety Program including training and monitoring of staff performance necessary to maintain a healthy and safe working environment.	Up to 10 points
		b) Details on adherence to all health and safety measures pertaining to accident prevention and fire hazards recommended by National codes and/or prescribed by relevant authorities.	Up to 10 points
Maximum Points =			20

Point Rated Technical Criteria			
RT4 – Quality Control Program			
Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
RT4	The Bidder has acquired experience in the implementation and management of a Quality Control Program.	The Bidder should describe its approach to include at minimum the following:	
		a) The bidder should demonstrate the measures it undertakes to ensure quality workmanship on a daily basis.	Up to 5 points
		b) The bidder should demonstrate how it intends to ensure the disposal of waste and recyclable material on a weekly basis.	Up to 10 points



		c) Describe the bidders quality control program.	Up to 10 points
Maximum Points =			25



Appendix “C” – Certifications

The certifications listed herein should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

a) Education and Experience

The Offeror certifies that all the information provided in the résumés and supporting material submitted with its offer, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Offeror to be true and accurate. Furthermore, the Offeror warrants that every individual offered by the Offeror for the requirement is capable of performing the Work resulting from a call-up against the Standing Offer.

Offeror/Contractor Signature for (a)

Date

b) Status and Availability of Resources

The Offeror certifies that, should it be issued a standing offer as a result of the Request for Standing Offer, every individual proposed in its offer will be available to perform the Work resulting from a call-up against the Standing Offer as required by Canada's representatives and at the time specified in a call-up or agreed to with Canada's representatives. If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror has proposed any individual who is not an employee of the Offeror, the Offeror certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Offeror must, upon request from the Standing Offer Authority, provide a written confirmation, signed by the individual, of the permission given to the Offeror and of his/her availability. Failure to comply with the request may result in the offer being declared non-responsive.

If for reasons beyond its control, the Offeror is unable to provide the services of an individual named in its offer, the Offeror may propose a substitute with similar qualifications and experience. The Offeror must advise the Standing Offer Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Offeror: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Offeror is unable to provide a substitute with similar qualifications and experience, Canada may set aside the standing offer.

Offeror/Contractor Signature for (b)

Date



c) Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Human Resources and Skills Development Canada \(HRSDC\) - Labour's](#) website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

Offeror/Contractor Signature for (b)

Date



Appendix “D” – Pricing Schedule

- 1.1 Bidders shall quote in CLP (Chilean Peso's) firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.
- 1.2 The firm prices/rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm monthly and firm hourly rates identified hereunder and will not be permitted as direct charges.

The Contractor shall have to submit necessary proof and certificate for the compliance of all statutory obligation/labour law or any other applicable Law in Chile, which is entirely their duty failing which necessary deductions would be made by the Project Authority from all running bills and payment of the Contractor.

- 1.3 Travel and Living Expenses will not be paid for any part of this contract including any relocation required to satisfy the terms of the contract.

1.4 Indexing

Increases which are additional to those included in the bid (i.e. option years) will only be allowable in the following cases and must be acknowledged through a written amendment to the contract prepared by the Contracting Authority:

- a) *A legislated increase in wages and salaries* (i.e. Statutory Minimum Wage). The increase must reflect the proven actual cost to the contractor only. These increased costs cannot be marked up. This increase may be applicable throughout the term of the contract.
- 1.5 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower.



SECTION 1: INITIAL CONTRACT PERIOD (24 MONTHS)

During the period of the initial Contract, for Work performed in accordance with the Contract, the Contractor will be paid as specified below.

PRICING SCHEDULE 1 – INITIAL CONTRACT PERIOD April 1, 2014 to March 31, 2016						
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate (A)	Estimated No. of Hours per Month (B)	No. of Months (C)	Sub Total (in \$ CLP) (A x B x C)
Location: Chancery Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes						
1	Cleaning Supervisor	1	\$ _____	138	24	\$ _____
2	Full-Time Cleaning Personnel	1	\$ _____	138	24	\$ _____
Location: Visa Office Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes						
3	Cleaning Supervisor	1	\$ _____	30	24	\$ _____
4	Full-Time Cleaning Personnel	1	\$ _____	30	24	\$ _____
5	As and when requested – Cleaning Personnel	2	\$ _____	7	24	\$ _____
Pricing Schedule 1 Total (IVA excluded) CLP:						\$ _____

SECTION 2: OPTION PERIOD ONE (12 month period)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

PRICING SCHEDULE 2 – OPTION PERIOD ONE April 1, 2016 to March 31, 2017						
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate (A)	Estimated No. of Hours per Month (B)	No. of Months (C)	Sub Total (in \$ CLP) (A x B x C)



Location: Chancery						
Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes						
1	Cleaning Supervisor	1	\$ _____	138	12	\$ _____
2	Full-Time Cleaning Personnel	1	\$ _____	138	12	\$ _____
Location: Visa Office						
Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes						
3	Cleaning Supervisor	1	\$ _____	30	12	\$ _____
4	Full-Time Cleaning Personnel	1	\$ _____	30	12	\$ _____
5	As and when requested – Cleaning Personnel	2	\$ _____	7	12	\$ _____
Pricing Schedule 2 Total (IVA excluded) CLP						\$ _____

SECTION 3: OPTION PERIOD TWO (12 month period)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

PRICING SCHEDULE 3 – OPTION PERIOD TWO						
April 1, 2017 to March 31, 2018						
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate	Estimated No. of Hours per Month	No. of Months	Sub Total (in \$ CLP)
			(A)	(B)	(C)	(A x B x C)
Location: Chancery						
Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes						
1	Cleaning Supervisor	1	\$ _____	138	12	\$ _____
2	Full-Time Cleaning Personnel	1	\$ _____	138	12	\$ _____
Location: Visa Office						
Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes						
3	Cleaning Supervisor	1	\$ _____	30	12	\$ _____



4	Full-Time Cleaning Personnel	1	\$ _____	30	12	\$ _____
5	As and when requested – Cleaning Personnel	2	\$ _____	7	12	\$ _____
Pricing Schedule 3 Total (IVA excluded) CLP						\$ _____

SECTION 4: OPTION PERIOD THREE (12 month period)

This section is only applicable if the option to extend the Contract is exercised by Canada.

During the extended period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

PRICING SCHEDULE 4 – OPTION PERIOD THREE April 1, 2018 to March 31, 2019						
	Resource Category	No. of Resources	Firm All-Inclusive Hourly Rate (A)	Estimated No. of Hours per Month (B)	No. of Months (C)	Sub Total (in \$ CLP) (A x B x C)
Location: Chancery Edificio World Trade Center, Nueva Tajamar 481, Torre Norte, Piso 12, Comuna Las Condes						
1	Cleaning Supervisor	1	\$ _____	138	12	\$ _____
2	Full-Time Cleaning Personnel	1	\$ _____	138	12	\$ _____
Location: Visa Office Edificio World Trade Center, Nueva Tajamar 481, Torre Sur, Piso 14, Comuna Las Condes						
3	Cleaning Supervisor	1	\$ _____	30	12	\$ _____
4	Full-Time Cleaning Personnel	1	\$ _____	30	12	\$ _____
5	As and when requested – Cleaning Personnel	2	\$ _____	7	12	\$ _____
Pricing Schedule 4 Total (IVA excluded) CLP						\$ _____



SECTION 5: SUMMARY PRICING SCHEDULE

SUMMARY PRICING SCHEDULE		
1	Pricing Schedule 1 Total	\$ _____
2	Pricing Schedule 2 Total	\$ _____
3	Pricing Schedule 3 Total	\$ _____
4	Pricing Schedule 4 Total	\$ _____
Total Evaluated Price (Sum of Schedules 1, 2, 3 and 4) (EXCLUDING IVA) CLP		\$ _____