



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

High Commission of Canada
Commonwealth Ave
Canberra ACT 2600
Destination: c/o Yolla Raad

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 I 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).

Comments – Commentaires

THIS DOCUMENT CONTAINS A
SECURITY REQUIREMENT

TITLE – SUJET Commercial Cleaning Services at the High Commission of Canada in Canberra	
SOLICITATION NO. – NO. DE L'INVITATION 14-85537	DATE April 25, 2014
SOLICITATION CLOSES / L'INVITATION PREND FIN On June 4, 2014 at 14:00 hours Australian Eastern Standard Time (AEST). Le 4 juin 2014 à 14h00 heure normale de l'est de l'Australie	
ADDRESS ENQUIRIES TO – ADRESSER TOUTES QUESTIONS À: Yolla Raad	
TELEPHONE: 61-2-6270 4044	EMAIL - COURRIEL: Yolla.Raad @international.gc.ca
DESTINATION OF GOODS/SERVICES-DESTINATION DES BIENS/SERVICES Canberra, Australia	
VENDOR/FIRM NAME AND ADDRESS – RAISON SOCIALE ET ADRESSE DU FOURNISSEUR/DE L'ENTREPRENEUR Telephone No. - No de téléphone: Facsimile No. – No de télécopieur:	
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	Corporate Seal
_____ Signature	
_____ Date	

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Introduction
2. Debriefings
3. Mandatory Site Visit

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Improvement of Requirement During Solicitation Period
5. Bid Costs
6. Late Bids
7. Delayed Bids
8. Rights of Canada
9. Rejection of Bid
10. Bid Validity Period
11. Definition of Bidder
12. Legal Capacity
13. Price Justification
14. Joint Venture
15. Conflict of Interest - Unfair Advantage
16. Code of Conduct and Certifications - Bid
17. Entire Requirement

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

1. Security Requirement
2. Insurance Requirements

PART 7 - RESULTING CONTRACT CLAUSES

1. Statement of Work
2. Standard Clauses and Conditions
3. Security Requirement
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Government Site Regulations
11. Anti-Terror
12. Mission Policy on Wireless Devices

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

13. Priority of Documents
14. Personnel
15. Insurance

List of Attachments:

- Attachment 1 to Part 4 – Technical Evaluation Criteria
- Attachment 1 to Part 5 – Certifications Precedent to Contract Award

List of Annexes:

- Annex "A" - Statement of Work
- Annex "B" - Basis of Payment
- Annex "C" - Insurance Requirements

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and 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: Certifications: includes the certifications to be provided;

Part 6: Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and

Part 7: Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and the Insurance Requirements.

2. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

3. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for site visit to be held on Monday, May 12, 2014 at 10:00 a.m. at the High Commission of Canada, Canberra ACT2600 Australia. Bidders must communicate with the Contracting Authority two (2) days before the scheduled visit to confirm attendance and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. Bidders who do not attend or send a representative will not be given an alternative appointment and their bids will be rejected as non-compliant. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

- 1.1 All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (SACC) issued by Public Works and Government Services Canada (PWGSC) and are incorporated by reference into and form part of the bid solicitation and resulting contract as though expressly set out in the bid solicitation and resulting contract.

The SACC manual is available at the following website address:

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

- 1.2 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2. Submission of Bids

- 2.1 Bids must be submitted only to the High Commission of Canada in Canberra by the date, time and place indicated on page 1 of the bid solicitation document.

Due to the nature of the bid solicitation, bids transmitted by facsimile to DFATD will not be accepted.

- 2.2 Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, be 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 the section entitled "Joint Venture" of Part 2 of the bid solicitation document.
- 2.3 It is the Bidder's responsibility to:
- a. obtain clarification of the requirements contained in the bid solicitation, if necessary, before submitting a bid;
 - b. prepare its bid in accordance with the instructions contained in the bid solicitation;
 - c. submit by closing date and time a complete bid;
 - e. ensure that the Bidder's name, return address, the bid solicitation number, and bid solicitation closing date and time are clearly visible on the envelope or the parcel(s) containing the bid; and,
 - f. provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the bid solicitation.
- 2.4 Bid documents and supporting information must be submitted in either English or French. Any translation costs that may be incurred by the Bidder to meet this requirement are the sole responsibility of the Bidder
- 2.5 Canada will make available Notices of Proposed Procurement (NPP), bid solicitations and related documents for download through the Government Electronic Tendering Service (GETS). Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. In the event an NPP, bid solicitation or related documentation would be amended, Canada will not be sending notifications. Canada will post all amendments using GETS. It is the sole responsibility of the Bidder to regularly consult GETS for the most up-to-date information. Canada will not be liable for any oversight on the Bidder's part nor for notification services offered by a third party.
- 2.6 Bids received on or before the stipulated bid solicitation closing date and time will become the property of Canada and will not be returned. All bids will be treated as confidential, subject to the provisions of the [Access to Information Act](#) (R.S. 1985, c. A-1) and the [Privacy Act](#) (R.S., 1985, c. P-21).
- 2.7 A bid cannot be assigned or transferred in whole or in part.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

3. Enquiries - Bid Solicitation

- 3.1 To ensure the integrity of the competitive bid process, enquiries and other communications regarding the bid solicitation must be directed only to the Contracting Authority identified in the bid solicitation. Failure to comply with this requirement may result in the bid being declared non-responsive. To ensure consistency and quality of information provided to bidders, significant enquiries received and the replies to such enquiries will be provided simultaneously to bidders to which the bid solicitation has been sent, without revealing the sources of the enquiries.
- 3.2 All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.
- 3.3 Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical 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 Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least eight (8) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

5. Bid Costs

No payment will be made for costs incurred in the preparation and submission of a bid in response to the bid solicitation. Costs associated with preparing and submitting a bid, as well as any costs incurred by the Bidder associated with the evaluation of the bid, are the sole responsibility of the Bidder.

6. Late Bids

DFATD will return bids delivered after the stipulated bid solicitation closing date and time, unless they qualify as a delayed bid as described below.

7. Delayed Bids

- 7.1 A bid delivered to the specified bid receiving unit after the closing date and time but before the contract award date may be considered, provided the bidder can prove the delay is due solely to a delay in delivery that can be attributed to the Canada Post Corporation (CPC) (or national equivalent of a foreign country). Purolator Inc. is not considered to be part of CPC for the purposes of delayed bids. The only pieces of evidence relating to a delay in the CPC system (or national equivalent of a foreign country) that are acceptable to DFATD are:
- a. a CPC cancellation date stamp; or
 - b. a CPC Priority Courier bill of lading; or
 - c. a CPC Xpresspost label; or
 - d. the national equivalent of a foreign country for a or b or c.

that clearly indicates that the bid was mailed before the bid closing date.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

- 7.2 Misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids are not acceptable reasons for the bid to be accepted by DFATD.
- 7.3 Postage meter imprints, whether imprinted by the Bidder, the CPC or the postal authority outside Canada, are not acceptable as proof of timely mailing.

8. Rights of Canada

Canada reserves the right to:

- a. reject any or all bids received in response to the bid solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the bid solicitation at any time;
- e. reissue the bid solicitation;
- f. if no responsive bids are received and the requirement is not substantially modified, reissue the bid solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada; and,
- g. negotiate with the sole responsive Bidder to ensure best value to Canada.

9. Rejection of Bid

- 9.1 Canada may reject a bid where any of the following circumstances is present:
- a. the Bidder is bankrupt or where, for whatever reason, its activities are rendered inoperable for an extended period;
 - b. evidence, satisfactory to Canada, of fraud, bribery, fraudulent misrepresentation or failure to comply with any law protecting individuals against any manner of discrimination, has been received with respect to the Bidder, any of its employees or any subcontractor included as part of the bid;
 - c. evidence satisfactory to Canada that based on past conduct or behavior, the Bidder, a subcontractor or a person who is to perform the Work is unsuitable or has conducted himself/herself improperly;
 - d. with respect to current or prior transactions with the Government of Canada:
 - i. Canada has exercised its contractual remedies of suspension or termination for default with respect to a contract with the Bidder, any of its employees or any subcontractor included as part of the bid;
 - ii. Canada determines that the Bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on.
- 9.2 Where Canada intends to reject a bid pursuant to a provision of subsection 1, the Contracting Authority will so inform the Bidder and provide the Bidder ten (10) days within which to make representations, before making a final decision on the bid rejection.
- 9.3 Canada reserves the right to apply additional scrutiny, in particular, when multiple bids are received in response to a bid solicitation from a single bidder or a joint venture. Canada reserves the right to:
- a. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the evaluation has the effect of prejudicing the integrity and fairness of the process, or;
 - b. reject any or all of the bids submitted by a single bidder or joint venture if their inclusion in the procurement process would distort the solicitation evaluation, and would cause a result that would not reasonably have been expected under prevailing market conditions and/or would not provide good value to Canada.

10. Bid Validity Period

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. Canada reserves the right to seek an extension of the bid validity period from all responsive bidders in writing, within a minimum of three (3)

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

days before the end of the bid validity period. If the extension is accepted by all responsive bidders, Canada will continue with the evaluation of the bids. If the extension is not accepted by all responsive bidders, 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.

11. 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.

12. Legal Capacity

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.

13. Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

14. Joint Venture

14.1 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;
- d. the name of the joint venture, if applicable.

14.2 If the information is not clearly provided in the bid, the Bidder must provide the information on request from the Contracting Authority.

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

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

15. Conflict of Interest - Unfair Advantage

15.1 In order to protect the integrity of the procurement process, bidders are advised that Canada may reject a bid in the following circumstances:

- a. if the Bidder, any of its subcontractors, any of their respective employees or former employees was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of conflict of interest;
- b. if the Bidder, any of its subcontractors, any of their respective employees or former employees had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the Bidder an unfair advantage.

15.2 The experience acquired by a bidder who is providing or has provided the goods and services described in the bid solicitation (or similar goods or services) will not, in itself, be considered by Canada as conferring an unfair advantage or creating a conflict of interest. This bidder remains however subject to the criteria established above.

15.3 Where Canada intends to reject a bid under this section, the Contracting Authority will inform the Bidder and provide the Bidder 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 Canada's sole discretion to determine whether a conflict of interest, unfair advantage or an appearance of conflict of interest or unfair advantage exists.

16. Code of Conduct and Certifications - Bid

16.1 Bidders must comply with the [Code of Conduct for Procurement](#). In addition to the [Code of Conduct for Procurement](#), bidders must a) respond to bid solicitations in an honest, fair and comprehensive manner, b) accurately reflect their capacity to satisfy the requirements stipulated in the bid solicitations and resulting contracts, c) submit bids and enter into contracts only if they will fulfill all obligations of the Contract.

16.2 Bidders further understand that, to ensure fairness, openness and transparency in the procurement process, the commission of certain acts or offences will render them ineligible to be awarded a contract. Canada will declare non-responsive any bid in respect of which the information herein requested is missing or inaccurate, or in respect of which the information contained in the certifications specified hereinafter is found to be untrue, in any respect, by Canada. If it is determined, after contract award, that the Bidder made a false declaration, Canada will have the right to terminate the Contract for default. The Bidder will be required to diligently maintain up-to-date the information herein requested. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

16.3 For the purpose of this section, everyone, including but not limited to organizations, bodies corporate, societies, companies, firms, partnerships, associations of persons, parent companies, and subsidiaries, whether partly or wholly-owned, as well as individuals, and directors, are Bidder's affiliates if:

- a. directly or indirectly either one controls or has the power to control the other, or
- b. a third party has the power to control both.

Indicia of control, include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity created following the acts or convictions specified in this section which has the same or similar management, ownership, or principal employees, as the case may be.

16.4 By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties.

- 16.5 By submitting a bid, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates have directly or indirectly, paid or agreed to pay, and will not, directly or indirectly, pay a contingency fee to any individual for the solicitation, negotiation or obtaining of the Contract if the payment of the fee would require the individual to file a return under section 5 of the [Lobbying Act](#).
- 16.6 By submitting a bid, the Bidder certifies that no one convicted under any of the provisions under a) or b) are to receive any benefit under a contract arising from this bid solicitation. In addition, the Bidder certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions:
- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#), or
 - b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
 - c. section 462.31 (*Laundering proceeds of crime*) or sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or
 - d. section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
 - e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
 - f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
 - g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
 - h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#).
- 16.7 In circumstances where a criminal pardon or a record suspension has been obtained, or capacities have been restored by the Governor in Council, the Bidder must provide with its bid or promptly thereafter a copy of confirming documentation from an official source. If such documentation has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive.
- 16.8 Canada reserves the right to impose additional conditions or measures to ensure the integrity of the procurement process.
- 17. Entire Requirement**
- The bid solicitation documents contain all the requirements relating to the bid solicitation. Any other information or documentation provided to or obtained by a bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the bid solicitation. Bidders should also not assume that their existing capabilities meet the requirements of the bid solicitation simply because they have met previous requirements.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (3 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (1 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

- 1.1 In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation 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.
- 1.2 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 bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, 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.
- 1.3 Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.
- 1.4 Bidders are advised that only listing experience without providing any supporting information data such as: curriculum vitae, professional profile, credentials, references and/or reference letters, number of projects completed and in progress, the period of the work performed in number of months and

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

years in past and present employment; and where, when and how such experience was obtained will not be considered to be “demonstrated” for the purpose of this evaluation.

- 1.5 Canada reserves the right to conduct reference checks to verify the information contained in the Technical Offer. This may be conducted in writing by e-mail or by phone. Canada will obtain reference contact information from the Offeror and send e-mail reference check requests to contacts at the same time. These contacts must respond within 5 working days. On the third working day during this period, if Canada has not received a response, the Offeror will be notified by e-mail, to contact its reference directly to ensure that it responds to Canada in the required period. Wherever information provided by a reference differs from the information supplied by the Offeror, the information supplied by the reference will be the information evaluated.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with in the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria. An evaluation team composed of representatives of Canada will evaluate the bids.

In conducting its evaluation of the bids, Canada may, but will have no obligation to, do the following:

- (a) seek clarification or verification from bidders regarding any or all information provided by them with respect to the bid solicitation;
- (b) contact any or all references supplied by bidders to verify and validate any information submitted by them;
- (c) request, before award of any contract, specific information with respect to bidders' legal status;
- (d) conduct a survey of bidders' facilities and/or examine their technical, managerial, and financial capabilities to determine if they are adequate to meet the requirements of the bid solicitation;
- (e) correct any error in the extended pricing of bids by using unit pricing and any error in quantities in bids to reflect the quantities stated in the bid solicitation; in the case of error in the extension of prices, the unit price will govern.
- (f) verify any information provided by bidders through independent research, use of any government resources or by contacting third parties; and,
- (g) interview, at the sole costs of bidders, any bidder and/or any or all of the resources proposed by bidders to fulfill the requirement of the bid solicitation.

Bidders will have the number of days specified in the request by the Contracting Authority to comply with any request related to any of the above items. Failure to comply with the request may result in the bid being declared non-responsive.

1.1 Technical Evaluation

Mandatory and point rated technical evaluation criteria are included in Attachment 1 to Part 4.

1.2 Financial Evaluation

The price of the bid will be evaluated in Australia dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection – Minimum Point Rating

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation; and
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) Obtain the required minimum of seventy (70) percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 115 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

ATTACHMENT 1 TO PART 4
TECHNICAL EVALUATION CRITERIA

1. 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 Criteria
MT1	<p>MT1. Experience of the Bidder</p> <p>The Bidder must possess three (3) years of experience in providing commercial cleaning services within the last eight (8) years from the bid closing date, on projects of similar size and scope to the requirement identified in Annex A, Statement of Work.</p> <p>A project of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> (a) minimum duration of six (6) consecutive months; (b) floor space of minimum 1,000 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; and, (e) Performance management and monitoring of multiple resources assigned to perform various janitorial tasks.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

2.1.2 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	Equipment	n/a	15
RT3	Health and Safety	n/a	20
RT4	Quality Control Program	n/a	25
RT5	Transition Plan	n/a	15

Table 2	
Overall Maximum Points Available =	115
Overall Minimum Points Required =	80.5
Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive.	

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

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 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.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

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 provide and maintain trained competent personnel to fulfill the requirements in Annex A, Statement of Work.	The Bidder should describe its approach to include at minimum the following:	
		Team Organization and Description 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.	Up to 15 points
		Performance Management and Recruitment 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.	Up to 10 points
		Scheduling and Training c) Strategy for scheduling the work of resources (e.g. supervisor, cleaning personnel) and their training in methods and procedures.	Up to 10 points
		On Call Personnel d) Capacity to provide additional (on-call) personnel for as and when requested services including periodicals and events.	Up to 5 points
Maximum Points =			40

**Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)**

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 Annex A, Statement of Work	The Bidder should describe its approach to include at minimum the following:	
		<p>Equipment List</p> <p>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

**Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)**

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

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

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) Identification of Quality Control Program and why that system was chosen (e.g. ISO9001, ISO14000, continuous improvement, waste disposal, or equivalent program(s))	Up to 5 points
		b) Describing the purpose and scope of the Quality Control Program including quality standards and guidelines for cleaning staff and inspection and reporting procedures.	Up to 10 points
		c) The process the Bidder uses to identify and act upon non-conformance and to implement corrective action.	Up to 10 points
Maximum Points =			25

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Point Rated Technical Criteria

RT5 – Transition Plan

Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
RT5	The Bidder should provide a detailed Transition plan outlining the steps involved to ensure the requirements in Annex A can be met within a 2 week period from the contract start date.	The Bidder should describe its approach to include at minimum the following:	
		a) A description of the proposed transition plan, outlining the steps involved to meet the requirements in Annex A, including recruitment, a communications strategy with key contacts/ stakeholders and personnel training on service standards/ procedures.	Up to 10 points
		b) A description of the probable start-up risks associated with meeting the requirements in Annex A, and the risk mitigation strategies it proposes to implement.	Up to 5 points
Maximum points=			15

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Certifications Precedent to Contract Award

The certifications listed in Attachment 1 to Part 5, 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.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

ATTACHMENT 1 TO PART 5 – CERTIFICATIONS PRECEDENT TO CONTRACT AWARD

1. Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 16 Code of Conduct and Certifications - Bid of Part 2.

2. Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting 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 Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder 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 Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

3. Education and Experience

The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

4. Former Public Servant – Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c.C-17, the [Defence Services Pension Continuation Act](#), 1970, c.D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c.R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c.R-11, the [Members of Parliament Retiring Allowances Act](#), R.S., 1985, c.M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

Certification

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

 Print/Signature of Bidder

 Date

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

Before award of a contract, the following conditions must be met:

- (a) the Bidder must hold a valid organization security clearance as indicated in Part 7 - Resulting Contract Clauses;
- (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work site(s) must meet the security requirement as indicated in Part 7 - Resulting Contract Clauses;
- (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;

Bidders are reminded to obtain the required security clearance promptly. Any delay in the award of a contract to allow the successful bidder to obtain the required clearance will be at the entire discretion of the Contracting Authority.

2. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Australia stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, 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.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

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

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) issued by Public Works and Government Services Canada, available at the following website:

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

2.1 General Conditions

2035 (2014-03-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

Subsection 01 of the 2035 General Conditions, is amended as follows:

Delete: the Minister of Public Works and Government Services
Replace by: the Minister of Foreign Affairs

3. Security Requirement

The following security requirement applies to and forms part of the Contract:

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 Security Operations and Personal Safety Division (CSR) and Regional Security Abroad Unit (CSRA).

3.2 The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.

4. Term of Contract

4.1 Period of the Contract

The Work is to be performed during the period of _____ (indicate start date of the work) to _____ (indicate end date of the work).

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.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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:

Peggy Miller
 Contracting Officer (SPP)
 Foreign Affairs, Trade and Development Canada
 125 Sussex Drive Ottawa ON K1A 0G2

Telephone: 343-203-1330
 Facsimile: 613-944-2222
 E-mail address: Peggy.Miller@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 (At Contract Award)

The Project Authority for the Contract is:

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone: ____ - ____ - ____
 Facsimile: ____ - ____ - ____
 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

(At Contract Award)

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

6. Payment

6.1 Basis of Payment

6.1.1 For Regularly Scheduled Services:

The Contractor will be paid firm monthly rates, in arrears, as detailed in Annex B, for the regularly scheduled services (including materials, supplies, labour, travel and living) performed in accordance with Annex A Statement of Work. Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.1.2 For Periodical and On-Call Services:

(a) Labour

The Contractor will be paid firm hourly rates, as detailed in Annex B, for periodical and on-call services performed in accordance with Annex A Statement of Work. Customs duties are included and Applicable Taxes are extra.

(b) Materials and Supplies

The material and supplies will be paid at the Contractor's laid down cost plus a percentage mark-up as detailed in Annex B.

6.2 Limitation of Expenditure

6.2.1 Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra.

6.2.2 No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date, or
- (c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

6.2.3 If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

6.3 Method of Payment

6.3.1 Monthly Payment

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:

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

- 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.

6.4 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.

6.5 SACC Manual Clauses

Number	Date	Title
B1000T	(2007-11-30)	Condition of Material
C0705C	(2010-01-11)-	Discretionary Audit
C0710C	(2007-11-30)	Time and Contract Price Verification

7. Invoicing Instructions

7.1 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 has been completed.

- 7.2 Each invoice must be supported by:
- (a) a copy of the monthly maintenance service call report(s) as described in the Statement of Work.

Additionally, each invoice for periodical or on-call services must be supported by:

- (a) a copy of time sheets to support the time claimed
- (b) a copy of the invoices, receipts, vouchers for all direct expenses;

7.3 Invoices must be distributed as follows:

- (a) The original and two (2) copies of the invoices and monthly report(s) must be forwarded to the address shown on page 1 of the Contract for certification and payment.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario, Canada. However, the Contractor must comply with all local laws, statutes and regulations relating to or otherwise affecting performance at the work site.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

10. Government Site Regulations

The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

11. 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.

12. Mission Policy on Wireless Devices

Contractors and their personnel are not permitted to carry wireless devices within the Chancery Buildings. All Contractors and their personnel carrying out work or services within the Chancery Buildings must leave their wireless devices at the front receptions. Any Contractor or their personnel who refuse to surrender their wireless communication devices will be denied entry beyond the reception area. The exceptions to this rule are related to Health and Safety Regulation requirements and authorization to carry any wireless device must be obtained from the Building Manager in conjunction with the Mission Security Section prior to entry in to the Chancery Buildings. Failure to comply with this clause will result in termination for Breach of Contract.

13. 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) the general conditions 2035 (2014-03-01), General Conditions - Higher Complexity - Services;
- (c) Annex "A", Statement of Work;
- (d) Annex "B", Basis of Payment;
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____, as clarified on _____".

14. Personnel

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

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

15. Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex C. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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 additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force.

Coverage must be placed with an Insurer licensed to carry out business in Australia,

The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

**Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)**

ANNEX "A"

STATEMENT OF WORK

1.0 Title

Commercial Cleaning Services at the High Commission of Canada in Canberra

2.0 Background

The High Commission of Canada in Canberra is a 1600 square meters multi-use facility with a floor area of 1400 square meters. The facility consists of 2 levels above ground and 1 level below ground, housing offices, representational space, and public areas.

The existing janitorial work force for this location is comprised of two (2) part-time cleaners.

3.0 Objective(s)

The Department of Foreign Affairs, Trade and Development (DFATD) requires a contractor to provide commercial cleaning services at the High Commission of Canada in Canberra including the Chancery Building and Guard House, Forster Cres entry, as detailed herein.

4.0 Scope of Work

The Contractor will be responsible to provide a range of commercial cleaning services including all labour, supervision, materials, consumables, transportation, tools and equipment within all office, representational and utility spaces, recreational facilities and lobbies at the High Commission of Canada compound comprised of the Chancery Building and Guard House, Forster Cres entry, as detailed herein and is exempt only from those items that are specifically noted. The cleaning of the Official Residence (OR) and Staff Quarters (SQ) will be excluded from the scope of this contract.

The Contractor will be responsible for all planning, scheduling, administration and management necessary to provide the cleaning services including recruiting and retaining qualified staff, assuring quality control, ensuring staff are trained and equipped to perform their tasks and providing quality products and equipment as specified herein to quality completion of these services. The Contractor will ensure that all work provided meets the standards specified by the High Commission.

4.1 Regularly Scheduled Services

- 4.1.1 The Contractor will assign a team of uniformed cleaners to perform commercial cleaning services Monday to Friday, during the hours of 09:00 to 12:30 (exclusive of tea or meal breaks). An on-site supervisor will lead the team and keep close liaison with the Project Authority to report on day-to-day activities and performance. There will be no regularly scheduled services on Saturdays, Sundays, and the eleven (11) High Commission of Canada statutory holidays (the list of statutory holidays contains a mix of Canadian and Australian national holidays). The Contractor will be required to provide services on Australian holidays that are not recognized in the list, as approved by the Project Authority.

In carrying out cleaning services, the Contractor, with due recognition of the special nature of the High Commission's operations, shall take care and not inconvenience the activities of High Commission personnel.

The High Commission will provide a list of areas that are restricted and do not require cleaning services. Cleaners will be expected to abide by this restricted list;

4.2 Periodical and On-Call Services

- 4.2.1 This section of the specification deals with cleaning tasks (such as periodical and on-call cleaning) that cannot be specified by the High Commission in advance, or tasks that would be uneconomical for the

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

High Commission to specify at fixed intervals of time. These services will be performed by the Contractor on an “as and when requested” basis through the issuance of authorized Task Authorizations. The types of cleaning that may be required include (but are not limited to) the following:

- (a) Emergency cleaning such as the accidental entry of flood water to an area or for special events and/or visits.
- (b) the periodic cleaning of floors and equipment in mechanical and electrical plant rooms
- (c) General cleaning tasks of an unforeseen nature.

4.2.2 This portion of the service may be required outside of regular business hours and/or on statutory holidays as specified by the Project Authority. The Project Authority or delegate will notify the Contractor as soon as a requirement is known, but will endeavour to provide no less than 24 hours prior notice and will attempt to schedule during normal contract work hours.

4.3 Equipment, Materials and Supplies

4.3.1 The Contractor will be required to supply all cleaning products and equipment necessary to perform the Work and be of high quality. The equipment (such as tools, ladders, extraction equipment, burnishers, scrubbers, floor machines, cartage equipment etc.) provided must be appropriate to the task (i.e. designed for the application it is to be used) and environment. The cleaning products must be sanitary, non-corrosive, odourless or have a non-objectionable odour and where possible, environmentally safe such as but not limited to biodegradable, phosphate-free, containing low volatile organic compounds (VOC).

Data sheets must be provided and all products must be pre-approved by the Project Authority before use. The High Commission will provide on-site storage space for the Contractor's equipment, supplies and materials.

This will include, but is not limited to the following:

- (a) Floor washing buckets, floor mops and pails (one located on each floor of the office building);
- (b) Floor brooms and dust pans (one located on each floor of the office building);
- (c) Cleaning products for floors, carpets, kitchen appliances, toilets and sinks, and one that removes grease;
- (d) Lint free cloths;
- (e) Sponges;
- (f) Toilet paper – 3 ply;
- (g) Facial tissues – 2 ply;
- (h) Paper/hand towels and luncheon napkins;
- (i) Hand wash antibacterial;
- (j) Dish soap;
- (k) Sanitary bins;
- (l) Vacuum cleaners (one located on each floor of the office buildings);
- (m) Garbage bags (large bags for large bins; small bags for individual garbage bins).
- (n) Three (3) different color-coded cleaning cloths (to ensure no cross-contamination)

4.3.2 The Contractor shall itemize all intended cleaning equipment, materials and supplies for carrying out and executing the intended work and update this list as required. The itemized list must be in the following format:

Category /	Equipment / Item	Manufacturer	Product	Environmental
------------	------------------	--------------	---------	---------------

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Item #	Description	Name	Name	Standard / Quality (as applicable)

5.0 Tasks

The Contractor must perform the following tasks:

5.1 Cleaning Supervisor

The Cleaning Supervisor must:

- (a) supervise staff to ensure cleaning is being conducted properly and in accordance with the quality standards set by the High Commission, and make corrections as required;
- (b) ensure that staff have the necessary training, equipment and supplies to carry out their duties in a professional manner;
- (c) ensure that staff present themselves for work on time, are attired appropriately, work their entire shift and that they conduct themselves professionally on the job and in their relationship with those working on the compound;
- (d) ensure that all staff follow the security regulations and procedures of the High Commission;
- (e) ensure that replacement staff are available, trained, vetted and security cleared to allow for quick replacement should one of the main staff not be available for work due to illness or other reasons or in cases of permanent absence (e.g. sick leave, holidays, etc.);
- (f) ensure no changes are made to supervisors without prior approval from the High Commission;
- (g) ensure that all staff work safely and follow standard health and safety instructions and regulations;
- (h) Report any defective areas discovered during the cleaning process to the High Commission (e.g. non-working toilet, broken doors, etc.);
- (i) immediately report any damages, injury, accident, near misses or breakage to the High Commission; and
- (j) Visit the High Commission on a minimum weekly basis to ensure cleaning is being conducted properly, in a timely fashion and that staff are following the security regulations and procedures in place.

5.2 Cleaners

5.2.1 General

The Cleaning Staff must:

- (a) Act professionally and carry out all cleaning assigned to them in a professional manner.
- (b) Act respectfully towards the High Commission staff, other contractors and the general public.

5.2.2 Interior Cleaning and Dusting

The Contractor will be responsible for all scheduled interior cleaning, dusting and vacuuming including, but not limited to offices, common areas, washrooms, kitchens, windows and recreational facilities. All furniture, leather sofas, equipment, horizontal ledges, partitions, partition tops, radiators, handrails, fans, grills, baseboards and window sills will be dusted to remove all surface dirt, soil, dust, spots, and streaks. All wood furnishings and cabinets (shelves, desks, bookcases, hardware, etc.) will be dusted and polished as required. Door handles will be sanitized regularly.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Horizontal surfaces that are readily available and visibly require dusting (e.g. furniture) will be done weekly; wall surfaces will be done as required. Metal, limestone, or marble surfaces in all lobbies will be cleaned daily.

The Contractor will be responsible for moving light-weight, movable furniture and equipment when required to perform complete cleaning. Such furniture will be restored to its original location once cleaning is complete. Unless otherwise specified, no technical or sensitive equipment (computer systems, phones, printers, photocopiers, etc.) will be moved without prior approval from the High Commission. The Contractor personnel shall not disturb paper on desks, open drawers, cabinets, use High Commission phones (except as authorized) or occupy office space for personal use.

The Contractor shall perform dusting of all surfaces, furniture, doors, window ledges, etc. on a weekly basis.

The Contractor will use three (3) different colour-coded cloths for the cleaning of the following to ensure there is no cross-contamination: Toilets and urinals; Washroom basins and kitchen sinks; and dusting.

5.2.3 Bathrooms and Kitchens

The Contractor shall thoroughly clean and disinfect all washroom and kitchen surfaces including floors, toilets, sinks, cupboard doors, inside/outside of microwaves and counter tops on a daily basis. The result shall be uniformly clean and bright surfaces with no evidence of smudges, scale, dirt, dirt film, soap film or stains. All restroom commodes, urinals, fixtures, walls and surfaces will be cleaned and disinfected utilizing approved cleaning products. All surfaces must be kept free of stains, smudges and scale. The Contractor will provide required supplies and suitable dispensers in the quantity, quality and manner that will preclude depletion prior to restocking. This shall include toilet tissue, paper hand towels & luncheon napkins, garbage bags and hand soap. Restock toiletries on a regular basis, as required and empty sanitary bins monthly. Polishing of all metal surfaces (e.g. faucets, sinks, mirrors, etc.) shall be performed daily.

5.2.4 Window Cleaning

Interior glass is defined as glass in interior partitions, walls, windows and doors. The Contractor will thoroughly clean both sides of all interior glass surfaces and associated frames, sills, sashes, glass in doors and glass in interior partitions quarterly. All glass surfaces, including mirrors, shall be cleaned free of streaks, stains, dirt, film and foreign matter and all adjacent surfaces shall be wiped dry. The Contractor must not use any harsh or abrasive products. The Contractor will protect the surrounding area from any damage during glass cleaning operations. The Contractor will be responsible for all damage to glass during cleaning operations.

Main entry exterior windows shall be cleaned daily. Upper level windows that require special equipment (e.g. ladders, fall arrester equipment) will be cleaned on an "as and when requested" basis (normally once (1) time per year) authorized through Task Authorization. Advance notice must be provided to the High Commission and the Contractor must assure the High Commission that they have the required equipment to perform this function safely. If the Contractor wishes to bring in additional staff for this function, a list of these personnel, their ID numbers and a list of equipment and vehicles if required to transport equipment, must be provided to the High Commission at least 24 hours in advance.

Interior windows in the reception area, airlock doors and glass to secure area shall be cleaned daily.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

5.2.5 Floors

All floors, except carpeted areas, will be swept, wet mopped (with clean hot water) and dry buffed (polished) daily, to ensure they have a uniform, glossy appearance and are free from dirt, debris, dust, scuff marks, heel marks, other stains and discoloration and other foreign matter.

Baseboards, corners, and wall/floor edges will also be cleaned weekly. All floor maintenance solutions will be removed from baseboards, furniture, trash bins, etc. and any seepage under objects avoided. Chairs, tables, trash bins, and other moveable items will be moved to maintain floors underneath these items. All moved items must be returned to their original and proper position upon completion.

When floors are wet during the cleaning process or for any spills, caution signs must be posted as appropriate until such a time as floors are dry and safe to walk on. Contractor will remove signage when walking on floors is safe.

5.2.6 Carpeted Areas and Rugs

All carpeted areas and rugs will be vacuumed free of all loose soil and debris. Carpets and rugs will be spot cleaned to remove gum, stains and spots of ink, oil, food and liquids. Furniture or other equipment moved during vacuuming will be returned to their original positions. The Contractor shall ensure the entire area presents a uniform appearance upon completion of spot cleaning.

The Contractor shall steam clean carpets as appropriate by steam or dry cleaning methods on an annual basis. Should carpets not be acceptably clean after this procedure, this is to be brought to the attention of the supervisor so it can be discussed with the High Commission for further action;

5.2.7 Trash Collection and Removal

The Contractor will collect and consolidate all trash from waste baskets, trash bins, and refuse containers, remove it from the building daily and deposit it in the large dumpster containers provided by the High Commission. Trash containers will be emptied and cleaned daily or more often as required. Waste baskets shall be left dry and free of sludge, dirt, deposits and odours and with fresh liners, provided by the Contractor. Sanitary bins will be emptied monthly by a qualified sanitary bin sub-contractor.

High Commission staff is responsible for emptying personal paper recycling bins and placing the bins outside for collection.

5.2.8 Exterior Cleaning

The Contractor will be responsible for cleaning all outdoor areas including the front entry walkway by removing all trash, emptying trash receptacles, sweeping and raking organic materials (e.g. cobwebs, leaves, stones, dirt), as well as removing trash on a daily basis. The Contractor will also be responsible for general cleaning of wall surfaces (where practical), decks, patios, porches and walkways, cleaning floor surfaces, washing tables and chairs and returning outdoor furniture to its usual location. The Contractor shall clean all entry exterior windows that do not require special equipment to reach, on a daily basis.

5.2.9 Elevator

The elevator in the Chancery will be cleaned daily. This includes sweeping and vacuuming, dusting the walls, disinfecting the key pad, damp mopping the floor and polishing all metal surfaces.

5.2.10 Window Coverings

All blinds must be dusted weekly. At least one (1) time per year, the Contractor must clean all blinds. If, in order to do so, it is required to remove the blinds, the Contractor will coordinate with the High Commission. Both sides of the blinds shall be clean and free of dust and water. Blinds must be re-hung within two (2)

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

working days if removed. The Contractor shall be responsible for the repair and replacement of the blinds should any damage occur during cleaning.

5.2.11 Stairways

All floor surfaces will be cleaned as per section 5.2.5. Grease and grime will be removed from stairs, handrails and baseboards. The Contractor will remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide or maintain a clean and uniform appearance.

5.2.12 General Spot Cleaning

The Contractor will perform spot cleaning on an as needed basis. Spot cleaning includes, but is not limited to, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, pushbars, kickplates, light switches, light fixtures, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.

5.2.13 Guard House

The Contractor will clean the guard house on a weekly basis in accordance with the specifications detailed herein (i.e. vacuuming, surface dusting, exterior and interior glass windows and washrooms).

5.2.14 Conference Rooms

Check all conference rooms regularly and ensure they are clean and ready for booked meetings.

6.0 Presentation and Conduct of Personnel and Health & Safety

6.1 Presentation and Conduct

The Contractor must ensure the following:

- (a) Supervisors and Cleaners must be clean, properly attired (in uniform) with security pass visible, at all times while at the High Commission Compound;
- (b) All cleaning staff must have a uniform that clearly identifies them and the company they work with. Uniforms will be selected in a manner that ensures a consistently excellent representational image for Canada and must meet with Project Authority approval.
- (c) Supervisors and Cleaners must maintain a positive image, be polite, courteous and non-intrusive;
- (d) Supervisors and Cleaners are not allowed to take anything out of the garbage for their personal use;
- (e) No items may be removed from any premises without the permission of the Project Authority. If cleaners are given permission to take items for personal use, a letter will be provided to them by the Project Authority or Security Officer authorizing them to remove the items from the High Commission premises; and
- (f) Supervisors and Cleaners must refrain from any solicitation.

6.2 Health and Safety

The Contractor shall institute a health and safety program which adheres to all health and safety regulations and measures including personnel and fire hazards recommended by National codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures. The Contractor shall also adhere to the following:

- (a) Take all proper, necessary and sufficient precautions against the occurrence of accidents, injury or damage to all persons or property;

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

- (b) Use equipment that is appropriate to the task, e.g. using a step ladder rather than a chair to reach high surfaces;
- (c) Post proper warning signs (to be provided by the Contractor) when washing or mopping surfaces so anyone walking there will be made aware of the possible danger;
- (d) Before cleaning any technical installations (e.g. return air vents, electronic equipment, electrical installations, lighting, etc.) verify with the High Commission Representative to ensure safety;
- (e) The Contractor and its staff must ensure safe work practices and must immediately report any accidents, near misses or breakage to the High Commission.
- (f) Ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement, regulation, law or any other prescribed by relevant authorities. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible for supplying suitable replacement equipment.
- (g) Provide training to all personnel assigned to the performance of the Work under this contract including the proper handling, use and disposal of all cleaning products including sanitizers, disinfectants, etc.

7.0 Constraints

7.1 Security Constraints

In order to access the High Commission premises, the Contractor must provide and adhere to the following:

- (a) Provide a complete list of the employees who will enter the High Commission;
- (b) Provide a copy of the employee's identity cards;
- (c) Provide the name of the Project manager and supervisors assigned to the contract and their contact information (all phone numbers and email address);
- (d) Provide a list of all vehicles required to be brought to site along with the make, model and registration plate numbers;
- (e) Parking space on the High Commission premises will be provided for 2 vehicles. Other vehicles may only enter the High Commission to drop off supplies;
- (f) The Contractor must maintain at all times a minimum roster of 3 security cleared cleaners and notify the High Commission if there are any changes to the staff required to enter the High Commission site;
- (g) Any individual required to enter the High Commission premises may be subjected to a search upon arrival and departure;
- (h) The vehicles of the Contractor or its personnel may be searched upon arrival and departure from the site;
- (i) No photographs are to be taken without the permission of the High Commission. Should a photograph be required, the Contractor must provide a written request 24 hours in advance to justify the purpose of the photograph(s).

7.2 Dismissal and Replacement of Personnel

The Contractor must advise the High Commission five (5) days prior to any incident that would cause the dismissal or replacement of the assigned staff and provide the reasons and the plan for replacement. If it is not possible to give this much notice, the reasons must be provided to the High Commission as soon as they are known;

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Cleaners that are not pre-approved and who have not obtained the security clearances in time due to short notice on the part of the Contractor will not be allowed on the property.

The High Commission reserves the right to request replacement of any individual who is in dereliction of their duties, caught stealing or being disrespectful to High Commission staff, to their privacy, or to their belongings, or to High Commission property in general.

7.3 Building Emergency Incidents

The Contractor's personnel will be required to abide by the High Commission security regulations and will be required to go to the High Commission emergency assembly point should the High Commission alert system direct them to do so;

The Contractor and its personnel will be required to follow the High Commission security instructions and will be required to remain at the emergency assembly point until the High Commission Security Manager deems it safe for the Contractor and their personnel to leave the premises;

The Contractor and its personnel may not be able to communicate outside the High Commission during any lock-down periods until it is deemed safe and is approved by the High Commission Security Officer.

The Contractor and its personnel will be required to participate in any practice safety drills (e.g. fire, emergency, etc.) so they clearly understand what the process will be in the event of an emergency.

7.4 Contract Management

The Contractor will identify a Project Manager who will act as the point of contact with the High Commission on all matters related to the requirement, the work undertaken and the quality of such services. The name of an alternate or alternates, who will act for the Contractor when the project manager is absent, shall be designated in writing to the High Commission no less than 72 hours prior to an intended absence, such as vacation, long term sick leave, etc. The Project Manager and alternate(s) must have the ability to communicate verbally and understand written instructions in English.

8.0 Schedule of Operations

Following the award of the Contract, the Contractor shall immediately undertake to prepare a schedule of operations. This schedule is to be prepared on a year-planner type basis and shall include all required work daily, weekly, monthly, annually, etc. The schedule is to be delivered to the Project Authority within one week from contract award; for review and approval.

9.0 Facilities Provided by High Commission

- 9.1 The High Commission will provide a room on the premises which can be used for cleaning staff to store personal items necessary to bring to the work place (e.g. clothing, shoes).
- 9.2 The Contractor shall assume responsibility and accountability of such facilities and take adequate precautions to prevent fire hazards, odours, and vermin. Janitorial services for this room will be the Contractor's responsibility. The Contractor must obtain approval from the High Commission prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the High Commission will be made at the expense of the Contractor. Facilities shall be returned to the High Commission in the same condition as received, except for reasonable wear and tear. The

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Contractor shall be held responsible for the cost of repairs caused by negligence or abuse by their personnel.

10.0 Inspection

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority.

11.0 Resource Requirements

11.1 With regard to required resources, the Contractor must provide resources that meet the minimum requirements in 11.2, 11.3, and 11.4 and are Canadian government security cleared. The Contractor must provide the necessary documentation for the High Commission to complete security clearances. The Project Authority must approve each resource prior to the resource performing work under the Contract. For each resource, the Contractor must provide a minimum of a Curriculum Vitae, proof of training/certification as applicable, and three (3) references to the satisfaction of the Project Authority (i.e. name, address and contact information of company/client, length of assignment, location and duties performed).

11.2 Supervisor

- a) Has acquired three (3) years of experience managing commercial cleaning services including supervising a team, recruitment, assignment of work and performance evaluation.
- b) Experienced in the use of the commercial cleaning equipment provided by the Contractor.
- c) Able to communicate verbally and understand written instructions in English

11.3 Regularly Scheduled Cleaning Personnel

- a) Has 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.
- c) Able to communicate verbally and understand written instructions in English

11.4 Periodical and On-Call Cleaning Personnel

Upon request of the Project Authority, the Contractor must provide resources on an "as and when requested" basis that meet the following:

- a) Has acquired one (1) year of experience performing commercial cleaning services similar to the requirement detailed within the Statement of Work.
- b) Experienced in use of the commercial cleaning equipment provided by the Contractor.
- c) Able to communicate verbally and understand written instructions in English.

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

ANNEX "B"

BASIS OF PAYMENT

- 1.1 Bidders must provide in Australian Dollars (AUD), 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 rates identified hereunder and will not be permitted as direct charges.
- 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 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.
- 1.5 The option period pricing is only applicable if the option to extend the Contract is exercised by Canada.

SECTION 1: REGULARLY SCHEDULED SERVICES

For the Work described in the Statement of Work in Annex A **excluding** periodical and on-call work:

PRICING SCHEDULE 1 REGULARLY SCHEDULED SERVICES						
	Period	Cleanable Area (in meters squared)	Firm All-Inclusive Monthly Rate (per meter squared)	Firm All-Inclusive Monthly Rate (in AUD \$)	No. of Months	Sub Total (in AUD \$)
		A	B	C = A x B	D	E = C x D
1	Initial Contract Period	1400 m ²	\$ _____	\$ _____	24	\$ _____
2	Option Year One	1400 m ²	\$ _____	\$ _____	12	\$ _____
3	Option Year Two	1400 m ²	\$ _____	\$ _____	12	\$ _____
4	Option Year Three	1400 m ²	\$ _____	\$ _____	12	\$ _____
5	Pricing Schedule 1 Total – Sum of 1, 2, 3, 4 (GST, HST or VAT excluded):					\$ _____

Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)

Determination of Cost for Changes to Cleanable Area

In the case of the addition or elimination of cleanable space, the change in the amount of space of the contract shall be calculated using the firm (monthly) rate per m² identified in the Basis of Payment, and in accordance with the following formula:

The firm monthly rate per m² for Regularly Scheduled Cleaning shall be multiplied by twelve months, and then divided by two hundred and fifty working days. This amount shall be multiplied by the additional or eliminated cleanable area in m². The ensuing amount shall then be multiplied by the number of days the additional space will be cleaned or eliminated. The resulting amount shall then constitute the sum by which the contract shall be increased or decreased.

SECTION 2: PERIODICAL AND ON-CALL CLEANING

For the Work described as "PERIODICAL" and "ON-CALL" within Annex A, Statement of Work:

PRICING SCHEDULE 2.1 LABOUR										
		Initial Contract Period		Option Year One		Option Year Two		Option Year Three		
	Description	Firm All Inclusive Hourly Rate	Estimated Level of Effort (hours)	Firm All Inclusive Hourly Rate	Estimated Level of Effort (hours)	Firm All Inclusive Hourly Rate	Estimated Level of Effort (hours)	Firm All Inclusive Hourly Rate	Estimated Level of Effort (hours)	Sub Total (in AUD \$)
		A	B	C	D	E	F	G	H	$G = (A*B) + (C*D) + (E*F) + (G*H)$
1	Supervisor – RWH	\$ _____	40	\$ _____	20	\$ _____	20	\$ _____	20	\$ _____
2	Supervisor – Outside RWH	\$ _____	40	\$ _____	20	\$ _____	20	\$ _____	20	\$ _____
3	Cleaning Personnel – RWH	\$ _____	360	\$ _____	180	\$ _____	180	\$ _____	180	\$ _____
4	Cleaning Personnel – Outside RWH	\$ _____	360	\$ _____	180	\$ _____	180	\$ _____	180	\$ _____
5	Pricing Schedule 2.1 Total – Sum of 1, 2, 3, 4 (GST, HST or VAT excluded):									\$ _____

RWH is defined as Regular Working Hours

**Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)**

PRICING SCHEDULE 2.2

MATERIALS AND SUPPLIES

	Description	Mark-up Percentage	Estimated Expenditure (includes the initial period and options)	Sub Total (in AUD \$)
		A	B	C = (A x B) + B
1	Materials and Supplies (for periodical and on-call work)	_____ %	\$ 10,000	\$ _____
2	Pricing Schedule 2.2 – Total (GST, HST or VAT excluded):			\$ _____

2.2.1 Material and Supplies

The material and supplies will be paid at the Contractor's laid down cost plus a mark-up of ____ percent.

2.2.2 Mark up

The difference between the Contractor's laid-down cost for a product and the resale price to the Crown. Mark-up includes applicable internal cost allocation by the Contractor such as purchasing expense, internal handling and general and administrative expenses, less trade discounts, plus a profit.

2.2.3 Laid Down Cost

For the purpose of this Contract, "Laid Down Cost" shall be defined as "the cost incurred by the Contractor to acquire a specific product or service for Canada, Delivered Duty Paid (DDP) and GST, HST or VAT extra, if applicable".

2.2.4 Cost Limitation

The sum total of the Laid-Down Cost and the Mark-Up cannot exceed the manufacturer's suggested retail price.

SECTION 3: SUMMARY PRICING SCHEDULE

SUMMARY PRICING SCHEDULE	
Total Evaluated Price (Sum of Schedules 1, 2.1 and 2.2) =	\$ _____

(GST, HST or VAT excluded)

**Request for Proposal (RFP)
Foreign Affairs, Trade and Development Canada (FATDC)**

ANNEX "C"

INSURANCE REQUIREMENTS

The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 in Canadian Dollars per accident or occurrence and in the annual aggregate.

The Commercial General Liability policy must include the following:

- a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- g. Employees and, if applicable, Volunteers must be included as Additional Insured.
- h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.