



CANADA'S REPRESENTATIVE

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**Request for Proposals
(RFP)**

Performance of the Work
described in the Statement of
Work of the draft contract.

TITLE Cleaning Services (Chancery Building) at the Representative Office of Canada in Ramallah, West Bank.	
SOLICITATION NUMBER 17-130075	DATE November 15,2017
<p>PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 2:00 pm on December 28,2017(as per Ottawa, Ontario, Canada referred as the "Closing Date".</p> <p>Only electronic copies will be accepted. Proposals must be received at the following e-mail address: realproperty-contracts}@international.gc.ca</p> <p>Attention: Michel Violette Solicitation #: 17-130075</p> <p>Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the e-mail subject / title.</p>	
VENDOR NAME & ADDRESS	
<p>Offer 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 therefor.</p> <p>Nname and title of person authorized to sign on behalf of the supplier.</p> <p>_____ Signature</p> <p>_____ Date</p>	

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PART 1 - GENERAL INFORMATION

INTRODUCTION

The bid solicitation is divided into five (5) parts plus an attachment 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; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Certifications (Annex C), and Technical Evaluation Criteria (Annex D)

SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Representative Office of Canada, Ramallah, West Bank to provide cleaning services for the Chancery building which includes offices, conference rooms, training rooms and offices in secure area as described in the Statement of Work – Annex A, attached herein.

The Work is to be performed from the contract award date (tentatively set for **January 8, 2018** for a period of 1 year . However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of four (4) additional one year irrevocable option period under the same terms and conditions.

There is a mandatory Bidder's conference and site visit associated with this requirement.

The requirement is subject to the provisions of the:

- a) North American Free Trade Agreement (NAFTA);
- b) Agreement on Internal Trade (AIT);

CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

BIDDERS CONFERENCE AND SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the conference. The conference will be held at 12 Elias Odeh Street, Ramallah, West Bank on **November 22, 2017 and will begin at 9:00am**

Bidders are requested to confirm their attendance with Canada's Project Authority no later than five (5) working days before the conference and provide the names of the person(s) who will attend. Bidders and/or representatives must sign an attendance form

Bidders who do not attend or send a representative will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the RFP resulting from the conference will be included as an amendment to this RFP.

Please note, any travel and other costs associated with attending a bidders' conference form part of "Bid Costs" as per *2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

INSURANCE REQUIREMENTS

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

1.6 SECURITY REQUIREMENTS

There are security requirements associated with this requirement which must be met prior to contract award. For additional information, consult Appendix "A" Statement of Work – Section 8 and *Part 5 - Resulting Contract, Clause 15.14 Security Requirements*.

PART 2 - BIDDER INSTRUCTIONS

LANGUAGE OF PROPOSAL

Proposal documents and supporting information must be submitted in either English or French.

REFERENCE CLAUSES

- 2.1.1 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.**
- 2.1.2** This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

NOTE: It is strongly recommended that bidders visit the above site to better understand these clauses and conditions.

STANDARD INSTRUCTIONS

- 2.1.3** ID 2003 2016-04-04 *Standard Instructions - Goods or Services - Competitive Requirements* of the **SACC Manual** by reference into and form part of the bid solicitation. The Standard Instructions are available at the following website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>
- 2.1.4** Except in the case of the Consent *to a Criminal Record Verification form – PWGSC-TPSGC 229*, where referred to, the words “Public Works and Government Services Canada” or “PWGSC” are to be substituted to read “**Foreign Affairs, Trade and Development Canada**” or “**DFATD**”; all references to facsimile number of “**819-997-9776**” are deleted.
- 2.1.5 Subsection 05 (2014-09-25) Submission of Bids**, paragraph 4 is amended as follows:
Delete: sixty (60)
Insert: ninety (90)
- 2.1.6 Subsection 06 (2007-05-25) Late Bids**
This subsection is deleted in its entirety and is hereby replaced by the following:
Bids received after the stipulated bid closing date and time will be:
- returned to the Bidder in the case where hard copies were requested; or
 - deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Proposals clause stipulated in paragraph **2.1.7**
- 2.1.7 Subsection 07 (2012-03-02) Delayed Proposals**
This subsection is deleted in its entirety and is hereby replaced by the following:

A proposal (bid) received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the proposal (bid) has been received at the location stipulated on page one (1).

2.1.8 Subsection 08 (2012-03-02) Transmission by Facsimile

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile.

SUBMISSION OF PROPOSALS

2.1.9 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>).

2.1.10 Proposals must be received by realproperty-contracts@international.gc.ca, by the date and time on page 1 of the solicitation.

Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater;

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- Minimum type face of 10 points.
- All material should be formatted to print on 8.5" x 11" or A4 paper.
- For clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a proposal is not received on time because the e-mail was refused by a server for the following reasons:

- The size of attachments exceeds 10 MB;
- The e-mail was rejected or put in quarantine because it contains executable code (including macros);
- The e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, **will not** be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete proposal was received. For this same reason, it is recommended that in cases where more than one (1) email containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the solicitation also be identified.

2.1.11 Canada requires that each proposal, 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 any required signature(s) are not submitted as requested, the Contracting Authority may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of *2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements*.

2.1.12 It is the Bidder's responsibility to:

- a. obtain clarification of the requirements contained in the RFP, if necessary, before submitting a proposal;

- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,
- f. provide a comprehensible and sufficiently detailed proposal, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.1.13 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada and will not be returned, including those of unsuccessful Bidders. All proposals 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), and other applicable law.

2.1.14 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. 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 proposal.

2.1.15 A proposal cannot be assigned or transferred in whole or in part.

COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

2.1.16 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 Days before the bid closing date. Enquiries and suggestions received after that time may not be answered.

2.1.17 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable 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.

2.1.18 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

LAWS

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. 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 RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

DEBRIEFINGS

Bidders may request a debriefing on the results of the RFP process, within 15 working days upon notification of the process results. The debriefing may be in writing, by telephone or in person.

CHALLENGES

The Canadian International Trade Tribunal (CITT) was established by the Government of Canada to provide a challenge mechanism for suppliers to raise complaints regarding the solicitation or evaluation of bids, or in the awarding of contracts on a designated procurement, in accordance with applicable Trade Agreements. You may raise concerns regarding the solicitation, evaluation or the resulting award, with the DFATD representative in a first attempt to address the concern or if not satisfied, with the CITT by contacting them toll free by telephone at 855-307-2488, or by visiting their website at <http://www.citt.gc.ca/>.

NO PROMOTION OF BIDDERS INTEREST

Bidders will not make any public comment, respond to questions in a public forum or carry out any activities to publicly promote or advertise their interest in this Project.

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 Canada's Representative, 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 proposal as a joint venture.

PART 3 - BID PREPARATION INSTRUCTIONS

PROPOSAL PREPARATION INSTRUCTIONS

Canada requests that Bidders provide their electronic proposals in separate PDF files or Microsoft office version 2003 as follows:

Section I: Technical Proposal one (1) soft copy by email submission)

Section II: Financial Proposal one (1) soft copy by email submission)

Section III: Certifications one (1) soft copy by email submission)

Please note: bids may be modified or resubmitted only **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

TECHNICAL PROPOSAL INSTRUCTIONS

Section I: Technical Proposal

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute "demonstrated" for the purpose of the evaluation;

- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation;
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once; and
- d. It is recommended that the Bidder include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet "b" above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested.

Compliance with the references bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

For Mandatory Technical Criteria and Point-Rated Technical Criteria which require Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions such as but not limited to:

- Name and description of client organization;
- Name, phone number, e-mail address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Overview of quality assurance and quality control process performed by the Bidder;
- Outcomes of the project;
- Description of the Consultant roles and responsibilities in the project.

FINANCIAL PROPOSAL INSTRUCTIONS

Section II: Financial Proposal

Bidders must submit their Financial Proposal in accordance with Annex B Basis of Payment and include this to Section II of their proposal.

Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration.

Pricing Revision(s)

Canada will allow an increase to the firm prices and/or rates of the contract no greater than the increase to the *Consumer Price Index* published by Statistics Canada for Singapore for the previous calendar year, during the extended/option period(s) of the contract only, and subject to a written contract amendment approved by the Contracting Authority. If the rate of change of the Consumer Price Index is negative, the prices and/or rates will not be adjusted.

Estimates provided in Annex B are strictly for evaluation purposes and are not a guarantee under the contract.

FIRM PRICE

- 3.1.1 Bidders must quote an all-inclusive Firm Price in US Dollars (USD) on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.
- 3.1.2 All payments will be made according to the terms of payment set out in the Draft Contract.

TAXES

- 3.1.3 The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.
- 3.1.4 Canada will pay the Bidder's output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).

CERTIFICATIONS

Section III: to be labeled "**Certifications**"; 1 Soft copy; Bidders must submit the certifications required under Annex "C".

Bidders must provide the certifications and additional information described in Annex D Certifications Precedent to Contract Award 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

EVALUATION AND SELECTION

- 4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical, management and financial evaluation criteria.
- 4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3** If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

TECHNICAL EVALUATION

Mandatory and point rated technical evaluation criteria are included in Annex D- Technical Evaluation Criteria.

FINANCIAL EVALUATION

4.1.4 Mandatory Financial Criteria

The price of the bid will be evaluated in U.S Dollars (USD), Applicable Taxes excluded, FOB destination, customs duties and excise taxes included.

BASIS OF SELECTION

4.1.5 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), "Basis of Selection – Mandatory Technical Criteria"

SACC Manual Clause [A0034T](#), Basis of Selection – Minimum Point Rating

Resulting CONTRACT clauses

5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

"Applicable Tax" means any tax applicable in the jurisdiction of the Work;

"Bid" means proposal, and the terms can be used interchangeably in this document.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal 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.

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Contracting Authority" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

5.2 Priority of Documents

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2016-04-04);
3. Statement of Work (Annex A);
4. Basis of Payment (Annex B);

In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Contracting Authority

The Contracting Authority for this Contract is:

Name: Donna Roman
 Title: Contracting Specialist
 Global Affairs Canada
 Directorate: AAO
 Address: 125 Sussex Drive, Ottawa, Ontario K1A 0G2 Canada
 Telephone: (343)203-8283
 E-mail address: Donna.Roman@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

5.3.2 Project Authority

The Project Authority for this Contract is:

Name: Marie-Claude Villeneuve
 Title: Counsellor (Management) and Consul
 Department: Global Affairs Canada
 Directorate: Representative Office of Canada
 Address: 12 Elias Odeh Street, Ramallah, West bank
 Telephone:
 E-mail address: MarieClaude.Villeneuve@international.gc.ca

The Project Authority is the representative of the department 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

5.3.3 Communication and Notices

Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to the Contracting Authority.

5.3.4 Management of the Contract

Subject to the other provisions of this Article, the Contracting Authority is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by the Contracting Authority. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to 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 anyone other than the Contracting Authority.

5.3.5 Contractor's Representative (To be completed at Contract award)

The Contractor's Representative is:

Name: [Click here to enter text.](#)

Title:
 Company:
 Address:
 Telephone:
 E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to the Contracting Authority to that effect.

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by the Contracting Authority and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

5.3.7 Assignment

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

5.4 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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

2035 (2016-04-04), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 ENTIRE AGREEMENT

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 APPLICABLE LAWS

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 NUMBER AND GENDER

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

5.9 POWERS OF CANADA / STATE IMMUNITY

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

5.11 EXCUSABLE DELAY

A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises the Project Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Project Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Project Authority for approval a clear work around plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.

Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

However, if an Excusable Delay has continued for 30 Days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.

5.12 SEVERABILITY

If any provision of the Contract is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, that provision will be removed from the Contract without affecting any other provision of the Contract.

5.13 SUCCESSORS AND ASSIGNS

The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.

5.14 SURVIVAL

All the Parties' obligations of confidentiality and representations set out in the Contract as well as the provisions, which by the nature of the rights or obligations might reasonably be expected to survive, will survive the expiry or termination of the Contract.

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

The period of the Contract is from **INSERT START DATE** to **INSERT END DATE** inclusive.

Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 3 additional 1 year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least 15 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.

5.15.5 Independent Contractor

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

5.15.6 Conduct.

The Contractor must:

- (a) perform the Work diligently and efficiently;
- (b) perform the Work with honesty and integrity;
- (c) except for Government Property, supply everything necessary to perform the Work;
- (d) select and employ a sufficient number of qualified persons;
- (e) perform the Work in accordance with standards of quality acceptable to Canada and in full conformity with the specifications and all the requirements of the Contract; and,
- (f) provide effective and efficient supervision to ensure that the quality of workmanship meets the requirements of the Contract.
- (g)

5.15.7 TIME

For the purposes of this Contract, a full day of Work is any period of seven and one half (7.5) hours within any twenty-four (24) hour period. |

If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

5.15.8 OVERTIME

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization. Payment for authorized overtime will be calculated as per existing West Bank Labor laws/Acts.

Assigned Individuals

If specific individuals are identified in Annex A to perform the Work,

- a. the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;

- b. the Contractor must obtain Canada's written approval, through the Project Authority, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- c. the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.10 Resources

Canada reserves the right to conduct periodic background checks on personnel employed or subcontracted by the Contractor.

Canada 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 Canada.

5.15.11 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 0. The fact that Canada does not order that a replacement stop performing the Work does not relieve the Contractor from its responsibility to meet the requirements of the Contract.

Compliance with Local Law

In the performance of Services under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Ramallah, West Bank.

5.15.13 Inspection and Acceptance

All the Work is subject to inspection and acceptance by Canada. Inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract. Canada will have the right to reject any work that is not in accordance with the requirements of the Contract and require its correction or replacement at the Contractor's expense.

5.15.14 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract. The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).

This document does NOT contain **CLASSIFIED** information; however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** information/materiel.

The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

5.15.15 Green Procurement

The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.

The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

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

5.17 PAYMENT TERMS

i. Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

ii. Limitation of Expenditure

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

To increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's 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 Canada's Contracting Authority. The Contractor must notify Canada's Contracting Authority in writing as to the adequacy of this sum:

- when it is 75 percent committed, or
- two (2) months before the end of the Period of the Contract, or
- as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.

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

iii. Method of Payment – Monthly Invoice

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

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

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for six (6) years after it receives the final payment under the Contract.

iv. Invoicing Instruction

The Contractor must ensure that each invoice it provides to Canada:

- a. is submitted in the Contractor's name;
- b. is submitted each month do so for each delivery or shipment;
- c. only applies to the Contract;
- d. shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
- e. details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- f. sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- g. identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

v. Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2016-04-04) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

vi. Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2016-04-04) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

vii. Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

2010-01-11

Active

C0705C

[Discretionary Audit \(2010-01-11\) C0705C](#)

5.18 SUSPENSION AND INFRACTION

viii. Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

ix. Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 0.

5.19 GOVERNANCE AND ETHICS

x. Conflict of Interest and Values and Ethics Codes for the Public Service

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2 (as amended from time to time), the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service, Code of Conduct for Canadian Representatives Abroad or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

xi. Anti-Terrorism

Consistent with numerous United Nations Security Council resolutions, including S/RES/1267 (1999) concerning Al Qaida and the Taliban, and associated individuals and entities, both Canada and the Contractor are firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. The Contractor acknowledges that neither it, nor any of its employees, Directors, or agents is an entity listed, in relation to terrorists groups and those who support them, under subsection 83.05 of the Criminal Code of Canada, and as identified thereto in a "List of Entities" which may be found at < <http://laws-lois.justice.gc.ca/eng/regulations/SOR-2002-284/index.html> > and that it is not nor will it knowingly work with any party and entity appearing on the New Consolidated List established and maintained by the UN Security Council's 1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.20 DISPUTE RESOLUTION

xii. Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

ANNEX A – Statement of Work

1. Cleaning Services Specifications

1.1. Representative Office of Canada Requirements - Routine Cleaning

Objective:

This section covers the detailed requirements of the Representative Office of Canada in Ramallah (Representative Office) regarding routine cleaning, frequency of routine cleaning, as well as the manner in which such cleaning shall be undertaken. The detailed requirements given are intended to provide a minimum guideline for the work that is to be performed and are not intended to be the exclusive instructions.

Area is approximately: **Interior:** 1,439 sq/M, **exterior:** 1778 sq/M

Hours of Work:

This routine cleaning shall be undertaken in the Representative Office between the hours of 08:15 - 16:15, Monday through Thursday (within the Office building) and until 17:00 outside the Office building (but within the premises), and between the hours of 08:15 – 12:45 on Friday. Service shall not be provided on Saturdays and Sundays, and certain holidays. There are 11 days per year which are deemed Representative Office holidays. These holidays are decided on every November at the by the Representative Office.

In addition to the work outlined in the above paragraph, supervised cleaning of the secure areas of the Representative Office shall take place between 8:15 - 08:45, Monday through Friday, other than Representative Office holidays.

For this cleaning, the Contractor shall provide the services of two (2) cleaners who must work in close proximity to one another. A schedule giving detailed instructions will be provided by the Representative Office for this portion of the cleaning service.

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

1.2 “Periodic and as and when requested” cleaning

This section of the specification deals with cleaning tasks that cannot be specified by the Representative Office in advance, or tasks that would be uneconomical for the Representative Office to specify at fixed intervals of time.

Additional emergency and project cleaning, may be required in addition to the routine cleaning, scheduled cleaning and service calls.

Additional work may be requested at the residential units of the Representative Office diplomatic staff in Jerusalem.

Cleaning services for this requirement can include but is not limited to:

- Cleaning for the fit-up of staff quarters
- The ability to steam clean soft furniture

Examples of the types of cleaning that would be required on an "as and when requested" basis include:

- emergency cleaning after the accidental entry of flood water to an area;
- the periodic cleaning of floors and equipment in mechanical and electrical plant rooms;
- general cleaning tasks of an unforeseen nature;
- the majority of the work will be located at the Representative Office of Canada cleaning staff may be called upon to provide similar work at the residential units of the Representative diplomatic staff in Jerusalem, AS required/requested by the Project Authority or delegate

As and when required' tasks will be communicated to the Contractor during the Hours of Work as the need arises; these tasks must be pre-approved by the Project Authority or delegate.

Contractor to invoice separately for any requested AS required/requested functions work at the residential units of the Representative diplomatic staff in Jerusalem

The Embassy property team will facilitate the transport of cleaning contractors if needed at properties away from the Representative Office in Ramallah.

The Contractor shall submit a claim to the Representative Office for the performance of any "as directed" cleaning services. The pricing of such invoices shall be charged at the tendered/agreed per diem rate.

1.3 Cleaning Frequencies

DAILY	
<p>Common areas - including the main reception, all stair cases, landing area, meeting rooms, hallways, lunch rooms, etc.</p>	<p>Floors – sweep and mop. Table tops- dust, keep tidy. Counters - dust, keep tidy. Walls - remove marks off walls as required. Glass surfaces - clean with cleaning solvent once a day both sides of glass plates and doors (as required) Waste disposal - empty waste paper baskets and remove other waste. Fixtures - dust with dry cloth. Receptacles - wipe receptacles inside and outside (as required). Sinks - clean and disinfect. Wall hangings - dust with dry cloth (as required). Picture frames - dust with dry cloth (as required). Clock(s) - dust with dry cloth (as required). Magazine racks – dust and wipe (as required)</p>
<p>First floor courtyard and deck</p>	<p>Floors/deck – sweep and mop. Table tops- dust, keep tidy. Empty ashtrays and ashtray urns</p>

<p>All washrooms, including washrooms with showers. (3) on the first floor – includes (1) in secure area (1) on the second floor (3) on the ground floor (2) in basement (1) includes a shower) (1) in the guard booth (1) stand-alone shower on the first floor</p>	<p>Floor (tiles) – wash and rinse with soap and disinfect. Toilets and urinals - clean (scrub) both sides of toilet seats with a disinfection solution. Walls - wipe tiles, clean mirrors, wipe Exterior of waste receptacles, spot clean. Doors - spot clean both sides. Counters - wash and clean, including water taps. Sinks - clean and disinfect. Restock - paper towels, soap, soap dispensers, toilet paper, toilet seat covers and air freshener. Waste disposal - empty waste paper baskets and remove other waste.</p>
<p>Offices in main chancery, conference rooms, training rooms, offices in secured areas</p> <p><u>Cleaners are not to enter an office unless the employee is present.</u></p>	<p>Desks - wipe surfaces with clean dust cloth. Tables - wipe surfaces with clean dust cloth. Bookshelves - wipe surfaces with clean dust cloth. Cabinets - wipe surfaces with clean dust cloth. Walls - dust baseboards, ledges and mouldings, spot clean (as required). Waste disposal - empty waste paper basket and remove any other waste. Wipe receptacles inside and outside (as required). Wall hangings - dust with dry cloth (as required). Picture frames - dust with dry cloth (as required). Clock(s) - dust with a dry cloth.</p>

<p>All security gates, guard huts, and storage areas.</p>	<p>Floors – sweep, wash or vacuum. Table tops – dust and keep tidy. Counters – dust and keep tidy. Walls - wipe all surfaces (as required). Counters – wipe, including taps. Sinks - clean and disinfect. Glass surfaces - clean with cleaning solvent, including both sides of plates and doors. Waste disposal - empty waste paper baskets and remove other waste. Wipe receptacles inside and outside as necessary. Wall hangings - dust with dry cloth (as required). Picture frames - dust with dry cloth (as required). Clock(s) - dust with a dry cloth (as required). Fire hose cabinets - dust and wipe.</p>
<p>Exterior (Parameter walls and Representative Office building)</p>	<p>Remove graffiti and posters from exterior walls, doors and window at street level. Keep all areas clear of litter (cigarette butts, paper, leaves etc.) including entrances, sidewalks, curbs. Clean and polish outside signs, ornamental metal work, metal entrance doors and push bars (as required). Empty and clean ashtrays and sand urns. Empty and damp wipe exterior of all waste receptacles and insert new plastic bags of the correct size.</p>

<p>Custodial supply room(s)</p>	<p>Floor – sweep, mop or vacuum (as required). Keep clear of litter. Mops are to be washed clean before storing, all other equipment to be kept clean and materials neatly stored. Tools when not being used are to be stored in the designated areas.</p>
<p>Staff lounges / Kitchen areas</p>	<p>Floors – sweep and mop. Counters – clean and keep tidy. Walls – check walls and wash (as required), wipe tiles, clean mirrors, remove marks, smudges etc. Waste disposal - empty waste receptacles, wipe inside and outside (as required). Floors - wash with soap and disinfect and rinse. Walls - Waste receptacles - wipe exterior of waste receptacles, spot clean. Report of any malfunction of towel dispensers to the Property and Material Assistant assigned to oversee this contract. Remove gum and other foreign residue from the floor -Clean any dishes left in sinks.</p>
<p>Garbage</p>	<p>Dispose of garbage twice a day at the dumping area authorised by the municipality of Ramallah by contractor's own vehicle.</p>

<p>Bottled water management</p>	<p>Assist the Property and Material Assistant in receiving, washing, cleaning and replenishing the empty water bottles for dispensers (within the Chancery building and gate houses). Remove empty bottles and store where directed. Carry full bottles and attach to water dispensers. Report of any malfunction of water dispensers to the departmental representative</p>
<p>Recycle</p>	<p>Collect all recycling materials on a daily basis from the recycle containers that are distributed throughout Representative Office in kitchens, offices, garage, common areas (interior and exterior), guard huts, and place those items in the containers supplier on the Chancery grounds.</p>

<p>WEEKLY</p>	
<p>Common area - includes main reception, all stair cases.</p>	<p>Walls - clean surfaces; remove marks, smudges, etc. Hand rails - wash with detergent / disinfectant. Floors – sweep and spray buff. Glass doors – clean both sides with cleaning solvent. Windows - clean with cleaning solvent. Window metal surrounds - clean with cleaning solvent Glass surfaces (including both sides of plates and doors) - clean with cleaning solvent</p>

<p>Offices in Chancery, conference rooms, training rooms, and offices in secured areas</p> <p><u><i>Cleaners are not to enter an office unless the employee is present...</i></u></p>	<p>File cabinets - wipe surfaces. Window sills - wipe surfaces. Shelving - wipe surfaces.</p>
<p>All washrooms</p>	<p>Wall partitions – disinfect Floor (porcelain tile) - machine scrub floor and rinse with a germicidal solution</p>
<p>All security gates, boiler room and workshop.</p>	<p>Walls - remove marks, smudges etc. Dust and wipe wall hangings. Filing cabinets, window sill, and shelving wipe surfaces.</p>
<p>Courtyard and deck on first floor</p>	<p>Cleaning/Washing – covered canopy lead to the cafeteria. Cleaning/ washing- chairs tables</p>
<p>Waste receptacles</p>	<p>Wash and disinfect garbage cans including theetal liner.</p>
<p>Gardening</p>	<p>Minor gardening duties. Training will be given to all cleaning staff. The total allotment of time for this duty will each week will not exceed 5 hours. All gardening materials will be supplied. Involves watering the plants along the perimeter wall</p>
<p>Fire extinguishers</p>	<p>Cleaned with a damp cloth</p>
<p>Display areas, corporate displays, displays, display cases</p> <p>Furniture</p>	<p>Wipe clean (they could be glass and/or plastic)</p> <p>Clean all leather, vinyl and leatherette upholstered furniture.</p>

<p>MONTHLY</p>	
<p>Entrances and lobbies</p>	<p>Remove foot grills and clean out recessed drains and drain Carpets - clean carpets every quarter or as directed.</p>

Storage rooms	<p>Floor – sweep and then wet mop. Doors - wipe both sides. Shelving - wipe, including tops of storage shelves. Storage cabinets - wipe, including tops of storage shelves.</p>
Custodial supply room(s)	<p>Walls, shelves, other surfaces, etc. - clean (as required)</p>
All washrooms	<p>Wash and disinfect wastepaper and refuse receptacles including metal containers. Wash walls, scrub floor and shower enclosures using soap less detergent containing sequestering agent to remove soap scum and rinse with clear water. Clean handles, shower heads and other fixtures.</p>
Furniture, fixtures and fabric partitions	<p>Vacuum upholstered furniture. Remove and clean both sides, all glass or plastic plates covering furniture and dust top of furniture before replacing plates.</p>
Common area inside Representative Office	<p>Floor - machine scrub, wash, buff. <u>All areas shall present an overall appearance of cleanliness, have a shine and be dust free.</u></p>

PERIODICALLY	
Computers	<p>Wipe surface (including glass on monitors) every three months. Obtain approval from I.T manger in advance (as required or as directed).</p>
Dormant storage space	<p>Sweep and wash floor, clean shelves etc. every three months or on request (as required or as directed)</p>
Interior windows	<p>Wash blinds every three month or as required. Clean glass every three months or as required</p>

Walls	Thorough cleaning to remove all scuff marks, dirt, smudges etc. as & when required in all areas of Representative Office, including hallways, offices, on painted surfaces.
Carpets	Clean carpets every quarter (April, July, October, January)
Roof cleaning	Remove all debris from the floor area & dispose after sweeping. Sweep roof areas and ensure that no garbage in the roof drains once every three months or as directed.
Common areas inside the Representative Office staff lounge(s), and kitchen areas(s)	Floor - machine scrub, washes, and buff once every three months. All areas shall present an overall appearance of cleanliness and have a shine and be dust free.
Offices in Representative Office, conference rooms, training rooms, and offices in secured areas.	Carpet shampooing (wet) once every 3 (3) Months
Labour support to departmental representative	Material, property and common services sections - man power for material handling, loading, unloading during normal business hours (as and when required) Cleaners should be capable of lifting a minimum of 50 lbs.

2. Quality Standards

2.1 General Conditions

- 2.1.1 The Contractor shall, at the beginning of the contract and on request thereafter, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the cleaning work and may be required to provide samples of materials from the stock for testing purposes.

- 2.1.2 All materials supplied (soaps, detergents, cleansers, etc. are to be low scent products.) Samples of the products are to be given to the departmental representative for approval.
- 2.1.3 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The departmental representative reserves the right to have the equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible to supply replacement equipment. All equipment shall be of a commercial type.
- 2.1.4 The Contractor shall store and handle all chemicals and cleaning products in a safe and responsible manner.
- 2.1.5 The Representative Office will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employee's personal belongings brought to or left in the Chancery and/or on Representative Office grounds.
- 2.1.6 Any defects which cannot be corrected immediately shall be reported verbally as soon as possible to the Property and Material Assistant. Any blockages in pantries, kitchens, or washrooms are to be reported immediately to the Property and Material Assistant.
- 2.1.7 Cleaning material manufactured by reputed companies to be used for cleaning purposes in the said premises to be supplied by the Contractor.

2.2 Custodial Supply/Storage Room

- 2.2.1 All floors shall be clean and free of debris. All fixtures and walls shall be free of dust and stains. Mop pails shall be emptied and free of odours. There shall be no waste paper, garbage or empty containers left in this room(s).

2.3 Floors

- 2.3.1 Chairs, waste paper baskets etc., must not be placed on desks, tables or work benches during cleaning operations.
- 2.3.2 Wet floor signs are to be removed and stored soon after the floors are deemed to be dry.
- 2.3.3 Care must be taken in not allowing cleaning solutions to seep under furniture legs, filing cabinets or partitions.
- 2.3.4 When sweeping, there shall be no dirt, trash, or other matter left in corners, under furniture, or behind doors. Floors shall be free of dust film. There shall be no dust left where sweepings were picked up. Furniture and equipment shall be returned to its original location prior to sweeping operations.
- 2.3.5 When wet mopping, all mopped areas shall be clean and free of surface stains, mop streaks, and loose mop strands. Walls, baseboards, and other surfaces shall be free of water marks and splashing.
- 2.3.6 When scrubbing, there shall be no surface dirt or stains visible following the scheduled scrubbing operation. The furniture shall be moved for complete floor coverage. Walls, baseboards, and other surfaces shall be free of water marks, splashing, and scratches from equipment.
- 2.3.7 When finishing/polishing floors, the floor shall be free of streaks, mop strand marks, skipped areas, and other evidence of improper application. The floor shall be clean and bright looking, including corners and under furniture. There shall be no residue on walls, baseboards, furniture, and other surfaces. Furniture and equipment shall be returned to its original location after finishing/polishing operations.
- 2.3.8 When vacuum cleaning, carpets and rugs shall be free from dust and other debris. Floor areas under immediate area of rugs shall be free of dirt and dust. Bare floors around rugs shall be clean. No dirt shall be left in corners, under furnishings, behind

doors, or other items. All furniture and equipment shall be returned to its original location after vacuuming.

2.4 Glass Cleaning

2.4.1 Plate glass, tables, doors, and display unit glass shall be clean on both sides and free of water marks. Windows shall be cleaned on the interiors only. Sash, sill, and stool shall be clean and free of water or streak marks. Items moved during cleaning operations shall be returned to their original locations.

2.5 Light Fixtures

2.5.1 Light fixtures shall be free of dust and insects. No dirt shall be left on furniture or floors beneath fixtures. Once washed, light fixtures shall be clean and free from streaks. No water marks shall appear on furniture or floors

2.6 Room Cleaning

2.6.1 When dusting, furniture shall be free of dust, finger marks, and stains. Baseboards, radiators, grills, window sills, and other fixtures shall be free of dust. Glass tops on desks and tables shall be clean and free of finger marks and stains. All pictures, plaques, and other wall hangings shall be free of dust. Corners and crevices shall be free of dust. Papers and files left on furniture shall not be disturbed by the cleaning staff.

2.6.2 When wiping, mirrors and all other glass and smooth surfaces shall be clean and free of dust, dirt streaks, and spots.

2.6.3 When removing waste, all paper and waste receptacles shall be emptied and surfaces of receptacles shall be wiped clean.

2.7 Stairways and Landings

2.7.1 When sweeping and dusting, stair landings and corners shall be free of dirt, dust streaks, and debris/litter. Stair railings and ledges shall be free of dust.

2.8 Washrooms

2.8.1 Sanitary receptacles shall be emptied and disposal bags replaced. All sanitary receptacles shall be free of odours, spots, stains, and finger marks.

2.8.2 All supplies dispensers shall be filled.

2.8.3 When cleaning fixtures, all surfaces of sinks, counters, and all exposed piping shall be free of dust, dirt spots, and stains. All surfaces of toilet seats, bowls, and urinals shall be disinfected. Water taps shall be free of stains, soap build-up, and dust. Mirrors shall be clean and free of streaks and water marks.

2.8.4 Walls and stall partitions shall be free of dust, hand and finger marks, water streaks, mop marks, and stains.

3. Invoicing

3.1 The Contractor shall submit invoices for the previous month's work, no later than the third (3rd) working day of the following month in US Dollars (USD).

3.2 The Payment shall be made at the end of each month in US Dollars (USD) via bank transfer, after submission, review and acceptance of a monthly invoice.

The contractor shall provide a team consisting of one (1) supervisor and at least three (3) cleaners for the Representative Office.

For secure area cleaning, the Contractor shall provide the services of two (2) cleaners who must work in close proximity to one another. A schedule giving detailed instructions will be provided by the Representative Office for this portion of the cleaning service. The Contractor shall not change the staff without prior approval of the Representative Office due to security and medical reasons. Only medically and security cleared workers shall be allowed to work under this contract. The Contractor shall be fully responsible for his / her employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations. The Representative Office reserves the right to deny access to any individual on the basis of health reasons.

In case of absenteeism, replacement(s) shall be provided by the Contractor. If the Contractor does not provide adequate replacement staff, in case of absenteeism, and if costs are incurred by the Representative Office for operations, it shall be recovered from the Contractor or adjusted against the amount due and payable to him/her.

The entire contractor's staff must meet the skill and requirement of their trade as specified from time to time by Departmental Representative.

Workers provided by the Contractor must be in good health and free from any infection or disease..

2. The Contractor shall, at least 10 days before the first day on which any person is required to enter the site for the purpose of carrying out these works, provide to the departmental representative a document setting out the name, residential address, date and place of birth of all employees intending to do work at the Representative Office. The contractor shall be responsible to arrange police verification for all his workers prior to their starting work at the Representative Office. This condition shall apply equally to any employees of the Contractor who are engaged for work at the Representative Office after the start of the contract. The Representative Office reserves the right to deny access to any individual on the basis of security reasons.
3. The Contractor shall be responsible for employer's and employee's contributions towards any social insurance schemes, income tax deductions, and any other applicable deductions in accordance with local law.
4. The contractor shall take insurance policies for sufficient amount to cover him against workman's compensation, material loss, etc. and shall keep the Representative office, occupants, and department representative indemnified against any such risk.
5. The contractor shall attach a declaration that he has discharged his responsibilities in accordance with Clause No. 3 above, with his monthly invoices.
6. The Contractor shall have to submit necessary proof and certificate for the compliance of all statutory obligations, labour laws or any other applicable laws in the West Bank, which is entirely his duty, failing which necessary deduction would be made by the department representative from all running bills and payment of the contractor.

7. The Contractor is solely responsible for ensuring that its employees are paid in accordance with local laws, including but not limited to, and minimum wage legislation that may be in force under local law.
8. Proper measure shall be taken to see that the equipment of the Representative Office and occupants are protected against dust, physical damage and contamination by maintaining high standards of sanitation practices, personal hygiene and proper tools and tackles are employed for provision of requisite services.
9. If it is proven that the breakdown or loss of material etc. in the system was because of negligence on part of the contractor or his or her staff, as per the terms and conditions of this contract, the same shall have to be repaired or replaced by the contractor at his own cost.
10. The Contractor shall abide by the rules and regulation which the department may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of Representative Office staff, visitors, and others in or working at the Representative Office..
11. An English speaking supervisor of the Contractor shall meet the department representative at site on a regular basis or as directed by the departmental representative and present a report and take note of all important points, if any, from the discussion and to act upon the same immediately. The supervisor appointed by the Contractor for the said premises shall be responsible for the day to day operations of the services, within the scope of services mentioned.
12. The contractor alone shall be responsible for the conduct, behavior and discipline to be maintained at workplace and its environment thereof in respect of the workmen workwomen engaged or hired by him/her. In case any misconduct which may or may not involve financial loss or burden on the Representative Office or occupant, the Contractor alone shall take suitable action against such defaulting workmen or workmen in consultation with the department representative but the department representative shall not be responsible and or liable for any type of disputes arising out of such disciplinary action as and when taken by the contractor against such defaulting workmen or workwomen. The contractor shall remove and substitute any worker if the department representative so directs.
13. The contractor at all times shall keep the Representative Office, occupants and department representative indemnified against all cost, damages, losses, claims etc. which the Representative Office, occupants and department representative may have to suffer, undergo or pay as a result of operation and or execution of the service contract in the said premises. The contractor shall indemnify the Representative Office, occupants and department representative against any claim or liability from any authority under the Labor Law or any other laws, as applicable in the process of execution of this service contract in the said premises.
14. The Contractor shall prepare simple to use, yet detailed work schedules for use by the contract cleaning staff. These schedules shall list the Representative Office's daily and weekly routine and periodic cleaning. These schedules shall give the dates for periodic cleaning tasks. These schedules are to be examined, and approved, by the departmental representative prior to commencement of the contract.

15. Supervising Cleaners

Supervising cleaners shall demonstrate that they have obtained a minimum of three years of experience in providing cleaning services and supervision.

The supervising cleaners must be knowledgeable about the operation of commercial cleaning equipment as demonstrated by at least two years of experience with the equipment proposed by the contractor.

16. Use of Products and equipment

The Contractor must ensure that only products and equipment demonstrated to be ecologically-friendly shall be used.

All cleaning products used must not have an objectionable odour, as deemed by the Departmental Representative.

Contractor is required to demonstrate that equipment used for cleaning services shall be of a commercial type, designed for the application that it is to be used.

All cleaning products, as well as equipment to be used for cleaning operations by the Contractor should conform to the safety and toxicity standards and must be approved by the departmental representative.

A stock of products shall be maintained and replenished regularly by the Contractor. Equipment shall be replaced, as required, with no impact on the performance of the work outlined in Appendix C.

17. Equipment and Supplies

All equipment and all supplies to be used for cleaning are to be provided by the Contractor. These items are to include brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet, dry must possess beater bar), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampooers (for general carpet shampooing), ladders, buckets, mop tank-wringers, liquid soap, powder soap, sanitary / plastic waste disposal bag, janitorial carts, detergents, metal polish, glass cleaners, rags, disinfectant, paper towels, soft toilet paper, dishwasher soap, dishwasher power-ball dishwasher polish, dishwasher stain remover, dishwasher salts, toilet seat papers, bathroom freshener, toilet bowl flush cleaner and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services. All supplies and all equipment are to be of a high quality and commercial or industrial grade as approved by the departmental representative.

18. Cleaning material manufactured by reputed companies to be used for cleaning purposes in the said premises is to be supplied by the contractor.

19. Uniforms

Contractor Staff is to be provided summer/winter uniforms including shoes. The uniform has to clearly identify them as employees of the contractor and distinguish them as

cleaners. Such uniforms shall be selected in a manner that ensures a consistently excellent representational image for the Government of Canada and must be approved by the departmental representative.

20. **Cleaning and Rubbish Removal**

Prevent accumulation of wastes which can create hazardous conditions. Do not dispose of volatile waste liquids in storm or sanitary drains. Do not store volatile wastes in covered metal containers. Remove such materials daily. Provide adequate ventilation during use of volatile or noxious substances. Remove grease, dirt, stains, labels, fingerprints and other foreign materials from sight exposed interior and exterior surfaces that are resultant from the work under this contract. All debris and waste is to be removed and disposed of from the Representative Office property. The cost of garbage collection and removal by contractor's own vehicle from the Representative Office premises shall be the Contractor's responsibility. Any garbage considered for recycling shall be turned over to the Representative Office.

21. **Storage Rooms**

The Representative Office of Canada shall provide a stock room(s) for full-time use by the cleaning Contractor. This room contains storage space for cleaning equipment and supplies. There is also access to several custodial/supply rooms or areas throughout the Representative Office for use by the cleaning staff. These rooms or areas are not to be used as lunch rooms by the cleaning contractor's staff.

ANNEX B – Basis of Payment

Name of Bidder:

Address:

Contact Person:

Phone number: () -

E-mail:

Print Name and Capacity

Date

Firm Hourly Rate

The Contractor will be paid firm hourly rates as follows, for Work performed in accordance with the Contract. Any Applicable Tax is extra.

Pricing Revision(s)

Canada will allow an increase to the firm prices and/or rates of the contract no greater than the increase to the *Consumer Price Index* published by Statistics Canada for Ramallah, West Bank for the previous calendar year, during the extended/option period(s) of the contract only, and subject to a written contract amendment approved by the Contracting Authority. If the rate of change of the Consumer Price Index is negative, the prices and/or rates will not be adjusted.

PRICING SCHEDULE

- 1.1 Bidders shall quote in US Dollars (USD) firm prices/rates as indicated in the tables below. 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 all costs necessary to perform the work including labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. Overhead expenses may include project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges and local travel 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/quantity) 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 Bidders must provide a price breakdown for each cost element in **Schedule 1A to 1D only** as follows:

- 1- **Labor:** For each labor category, bidders must indicate: a) the quoted firm daily/hourly rate, inclusive of overhead and profit, if any; and b) the corresponding time allocation (e.g. number of days/hours).
- 2- **Equipment,** if applicable: Bidders should specify each item required for purchase, lease or rental and provide the pricing basis for each one.
- 3- **Materials and Supplies,** if applicable: Bidders should identify each category of materials and supplies required for purchase and provide the pricing basis of each one. Bidders should indicate, on a per category basis, whether the items are likely to be consumed during the performance of the contract.
- 4- **Other Direct Charges,** if applicable: Bidders should identify any category of other direct charges anticipated, such as long distance communications, providing the pricing basis for each.

PRICING SCHEDULE 1: INITIAL PERIOD

During the term of the initial contract, for the work performed in accordance with the Contract, the Contractor will be paid as indicated below.

PRICING SCHEDULE 1A				
INITIAL PERIOD TWO YEARS (24) MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in USD)	Sub-total (in USD)
		A	B	C = A x B
1	Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 2 resources= 3900	3900	\$	\$
2	Labor: Site Supervisor 37.5 hours /week x 52 weeks per month = 1950 hours (estimated hours per month)	1950	\$	\$
			Firm, All Inclusive Monthly Price (in USD)	
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1 – Evaluated Price =				\$

PRICING SCHEDULE 1B: OPTION YEAR 1

During the term of the initial contract, for the work performed in accordance with the Contract, the Contractor will be paid as indicated below.

PRICING SCHEDULE 1B				
OPTION PERIOD FIRST YEAR (12) MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in USD)	Sub-total (in USD)
		A	B	C = A x B
1	Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 2 resources= 3900	3900	\$	\$
2	Labor: Site Supervisor 37.5 hours /week x 52 weeks per month = 1950 hours (estimated hours per month)	1950	\$	\$
			Firm, All Inclusive Monthly Price (in USD)	
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1 – Evaluated Price =				\$

PRICING SCHEDULE 1C: OPTION YEAR 2

During the term of the initial contract, for the work performed in accordance with the Contract, the Contractor will be paid as indicated below.

PRICING SCHEDULE 1C				
OPTION PERIOD SECOND YEAR (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in USD)	Sub-total (in USD)
		A	B	C = A x B
1	Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 2 resources= 3900	3900	\$	\$
2	Labor: Site Supervisor 37.5 hours /week x 52 weeks per month = 1950 hours (estimated hours per month)	1950	\$	\$
			Firm, All Inclusive Monthly Price (in USD)	
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1 – Evaluated Price =				\$

PRICING SCHEDULE 1D: OPTION YEAR 3

During the term of the initial contract, for the work performed in accordance with the Contract, the Contractor will be paid as indicated below.

PRICING SCHEDULE 1D				
OPTION PERIOD THIRD YEAR (12) MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in USD)	Sub-total (in USD)
		A	B	C = A x B
1	Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 2 resources= 3900	3900	\$	\$
2	Labor: Site Supervisor 37.5 hours /week x 52 weeks per month = 1950 hours (estimated hours per month)	1950	\$	\$
			Firm, All Inclusive Monthly Price (in USD)	
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1 – Evaluated Price =				\$

ANNEX C – Certifications Precedent to Contract Award

A1. CERTIFICATIONS REQUIRED WITH THE BID

Bidders must submit the following duly completed certifications as part of their bid.

A1.1. INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. 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 equal or higher qualifications and experience. The Bidder must advise Canada's Representative 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 Canada's Representative, 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.

A2.3. 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.

A2.4. FORMER PUBLIC SERVANT

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 FPSs, 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.

"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 FPSs 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.

A2.5. FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to Canada's Representative, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\) – Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint venture and each member of the Joint Venture must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date

ANNEX D – Technical Evaluation Criteria

1.0 Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (MT)	
#	Mandatory Technical Criterion
MT1	<p>Company Overview The Bidder must provide the following information:</p> <ul style="list-style-type: none"> (a) Official company legal name. (b) Company address. (c) Laws under which the company is registered or formed. (d) An Account Manager including name, title and phone number (email address if available).
MT2	<p>Experience of the Bidder The Bidder must possess a minimum five (5) years of experience within the last ten (10) years from the bid closing date in providing cleaning services of similar size and scope to the requirement detailed in Annex A, Statement of Work.</p> <p>Each project of similar size and scope is defined as follows:</p> <ul style="list-style-type: none"> (a) A minimum duration of twelve (12) consecutive months; (b) A minimum area of 2.500 square meters (Interior/Exterior); (c) A ground area of similar use or type to the High Commission area; (d) Scheduling, training and management of multiple resources assigned to perform various cleaning tasks. <p>A customer reference must be provided including contact person, name, title and telephone number (e-mail address if available). References may be contacted for verification purposes.</p>

2.0 Point Rated Technical Criteria

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

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

Table 1		
#	Point Rated Technical Criteria	Maximum Number of Points
RT1	Organization and Management	50
RT2	Equipment, Materials and Uniforms	30
RT3	Quality Assurance	15
RT4	Start-up Plan	15

Table 2	
Overall Maximum Points Available =	110
Overall Minimum Points Required =	77
Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive.	

Rating Table	
Percentage of Available Points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.
50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum and contains no significant weaknesses. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete and contains several value added elements. Bidder receives 85% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.
This Rating Table applies to all Point Rated Technical Criteria.	

Point Rated Technical Criteria (RT)			
RT1 – Organization and Management			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT1	The Bidder should describe its team organization, management and capacity to ensure that it will maintain the appropriately 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 Management (a) Description of the proposed resources including team organization, management, oversight and their respective roles and responsibilities.	Up to 15 points
		Recruitment (b) Strategy to recruit experienced supervisors, and groundskeepers to meet the requirements and resource capacities detailed in the Statement of Work.	Up to 15 points
		Performance Management (c) Strategy for managing personnel performance (e.g. absenteeism, performance issues, arrival/departure time) including disciplinary policy (e.g. verbal /written reprimands, suspension, etc.)	Up to 5 points
		Scheduling (d) Strategy for scheduling the work of resources (e.g. supervisor, head groundskeepers, groundskeepers, etc.).	Up to 5 points
		Additional Resource Capacity e) Capacity to provide additional resources for as and when requested services such as periodical work.	Up to 10 points
Maximum Points =			50

Point Rated Technical Criteria (RT)			
RT2 - Materials and Equipment			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT2	The Bidder should demonstrate that it will supply all the required equipment, tools, materials, supplies and uniforms as defined in Annex A, Statement of Work	<p>Equipment and Tools</p> <p>a) A list of all equipment and tools to be used for cleaning are to be supplied by the Contractor. These items include and are not limited to: brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet, dry must include a beater bar), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampooers (for general carpet shampooing), ladders, buckets, mop tank-wringers, , janitorial carts, rags, and other miscellaneous equipment and tools necessary to perform the required services</p>	Up to 10 points
		<p>Materials and Supplies</p> <p>b) list of the materials and/or supplies that will be used to carry out the services, including specifications (e.g. brand name, manufacturer, item description, and indicate if item is environmentally friendly, etc.) The materials and supplies include but are not limited to: toilet paper, paper towels, hand soap/sanitizer. , liquid soap, powder soap, sanitary / plastic waste disposal bags, metal polish, glass cleaners, detergents, disinfectant, etc.</p>	Up to 10 points
		<p>Uniforms</p> <p>c) A list of the items and quantities of uniform to be provided to personnel to carry out the Work in accordance with section 8.0 of the Statement of Work.</p>	Up to 10 points
Maximum Points =			30

Point Rated Technical Criteria			
RT3 – Quality Assurance			
Number	Point Rated Technical Criterion	Bid Preparation Instructions	Weighting
RT3	The Bidder should describe its Quality Assurance Program including its scope, standards and management.	The Bidder should describe its approach to include at minimum the following:	
		(a) Description of the Quality Assurance Program, its purpose, scope and relevant quality standards to ensure quality service at the work site.	Up to 10 points
		(b) The process the Bidder uses to identify and act upon non-conformance and to implement corrective action.	Up to 5 points
Maximum Points =			15

Point Rated Technical Criteria (RT)			
RT4 – Start-up Plan			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
RT4	The Bidder should provide a Start-up 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.	a) A description of the proposed start-up plan, outlining the steps involved to meet the requirements in Appendix A including a communications strategy with key stakeholders, recruitment plan, and personnel training on service standards/procedures. This plan should include the probable start-up risks and the risk mitigation strategies	Up to 15 points
Maximum Points =			15