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PART 1 – INTRODUCTION

1. Purpose of this Request for Proposal (RFP)

The purpose of this RFP is to select a supplier to enter into a contract with DFATD, to provide professional commercial cleaning services for the Embassy of Canada in Turkey as described in the Statement of Work - Appendix "A" attached herein.

2. Proposed Period of Contract

The period of the Contract is from date of award for a period of twenty-four (24) months.

2.1 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

3. Security Requirements

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

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

4. Work Location

The services provided by the Contractor shall be performed at the Embassy of Canada, Cinnah Caddesi No: 58, Cankaya, Ankara.

PART 2 - CONDITIONS, INSTRUCTIONS AND INFORMATION

1. Terminology

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

2. Enquiries - Solicitation Stage

- 2.1 All enquiries or issues concerning this procurement must be submitted in writing to the Contracting Authority named below as early as possible within the bidding period. Enquiries and issues must be received by the Contracting Authority no later than five (5) calendar days prior to the bid closing date specified herein to allow sufficient time to provide a response. Enquiries received after that time may not be able to be answered prior to the bid closing date.
- 2.2 To ensure consistency and quality of information provided to bidders, the Contracting Authority will provide, simultaneously to all companies to which this solicitation has been sent, any information with respect to significant enquiries received and the replies to such enquiries without revealing the sources of the enquiries.
- 2.3 All enquiries and other communications with government officials throughout the solicitation period shall be directed **ONLY** to the Contracting Authority named below. Non-compliance with this condition during the solicitation period may (for that reason alone) result in disqualification of your bid.
- 2.4 **Contracting Authority:**
Donnalee Roman
Contracting Specialist
Department of Foreign Affairs, Trade and Development
E-mail: Donna.Roman@international.gc.ca

3. Bidder Improvement to the Requirement during Bid Period

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

4. Proposal (bid) Preparation Cost

The costs, including travel incurred by the Bidder in the preparation of its proposal and/or the negotiation (if applicable) of any resulting contract **will not** be reimbursed by DFATD.

5. Proposal (Bid) Delivery

- 5.1 Proposals (bids) are to be sent **ONLY** to the address stipulated on page 1.
- 5.2 Bidders should ensure that the RFP Number ANKRA-18-138617 is clearly marked on their proposals
- 5.3 Proposals (bids) and/or amendments thereto, will only be accepted by DFATD if they are received at the email address indicated above, on or before the closing date and time specified herein.
- 5.4 **Responsibility for proposal (bid) delivery:** The Bidder has sole responsibility for the timely receipt of a proposal (bid) by DFATD and cannot transfer this responsibility to the Government of Canada. DFATD will not assume responsibility for proposals (bids) that are directed to a location other than the one stipulated in paragraph 5.1 above.

6. Proposal (bid) Closing Date and Time:

In order for the proposal (bid) to be given consideration, the Bidder's proposal (bid) must be received at the address and by the date and time stipulated on page 1 of this RFP.

7. Validity of Proposal (bid)

Any proposal (bid) must remain open for acceptance for a period of not less than ninety (90) days after the closing date of the RFP.

8. Rights of Canada

Canada reserves the right:

- a. during the evaluation, to submit questions or conduct interviews with Bidders, at Bidder cost, upon forty eight (48) hours' notice, to seek clarification or verify any or all information provided by the bidder with respect to this RFP;
- b. to reject any or all proposals received in response to this RFP;
- c. to enter into negotiations with one or more bidders on any or all aspects of its proposal;
- d. to accept any proposal in whole or in part without prior negotiation;
- e. to cancel and/or re-issue this RFP at any time;
- f. to award one or more contracts, if applicable;
- g. to retain all proposals submitted in response to this RFP;
- h. not to accept any deviations from the stated terms and conditions;
- i. to incorporate all, or any portion of the Statement of Work, Request for Proposal and the successful proposal in any resulting contract; and
- j. not to contract at all.

9. Incapacity to Contract with Government

- 9.1 Canada may reject a bid where the Contractor, including the contractor's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:
- a. Section 121, Frauds upon the Government;
 - b. Section 124, Selling or Purchasing Office;
 - c. Section 418, Selling Defective Stores to her majesty;

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

10. Incurring of Cost

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

11. Qualifying Joint Venture Bids

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

12. Definition of Bidder

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

13. Conflict of Interest - Unfair Advantage

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

14. The Office of the Procurement Ombudsman (OPO)

The Office of the Procurement Ombudsman (OPO) was established by the Government of Canada to provide an independent avenue for suppliers to raise complaints regarding the award of contracts under \$25,000 for goods and under \$100,000 for services. You have the option of raising issues or concerns regarding the solicitation, or the award resulting from it, with the OPO by contacting them by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca. You can also obtain more information on the OPO services available to you at their website at www.opo-boa.gc.ca.

PART 3 - PRESENTATION OF PROPOSALS

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

1. Format and Content of Proposals (Bids)

- 1.1 Proposals (bids) should be organized in an identical fashion to, and reference the same paragraph numbers as this RFP. Additional subsections may be used as appropriate. Bidders should respond to every paragraph of the RFP. In some instances “Noted” or “N/A” may be sufficient, or a reference may be made to another paragraph.
- 1.2 The Bidder is to provide a signed covering letter with their proposal (bid) submitted in response to this RFP at closing date and time or upon request from the Contracting Authority. The covering letter must reference the RFP Number ANKRA-18-138617. The Bidder’s signature indicates acceptance of the terms and conditions set out herein. The signatory must have authority to commit the organization by making such a proposal. Ensure that the proposal includes a contact name, address and phone number. A contract will not be awarded until a signed covering letter from the Bidder is received by the Crown. If the Bidder fails to provide a signed covering letter when requested to do so by the Contracting Authority, then the Bidder shall be disqualified from the bidding process and be declared non-compliant..
- 1.3 The proposal (bid) should be structured in separate electronic documents .

Part A: Technical Proposal,
Part B: Financial Proposal

The Certifications can be provided separately or within Part A.

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

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

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

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

2. Financial Proposal

- 2.1 Prices must appear in the financial proposal ONLY. Failure to comply will result in your proposal being declared non-compliant and rejected from further consideration. Financial proposals will only be opened after the evaluation of the technical proposal is completed.
- 2.2 Bidders must submit their financial bid in accordance with Appendix “D” – Pricing Schedule.
- 2.3 The price of the bid will be evaluated in Turkish Lira, taxes are extra.

3. Certifications

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

4. Basis of Selection – Lowest Price per Point

To be declared responsive, a bid must:

- a. comply with all the requirements of the bid solicitation;
- b. meet all mandatory technical evaluation criteria; and
- c. obtain the required minimum of 70 percent overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 130 points.

Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.

THE FOLLOWING TABLE IS FOR ILLUSTRATIVE PURPOSES ONLY

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

*Bidder 3 would be awarded the contract.

PART 4 - GENERAL PROVISIONS OF RESULTING CONTRACT

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

<http://www.international.gc.ca/department-ministere/transparency-transparence/contract-contrat.aspx?lang=eng>

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

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

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

1. General Conditions

General Conditions - Higher Complexity - Services 2035 (2016/04/04) shall form part of this solicitation document and any resulting Contract. They can be viewed at the following website address:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2035/16>

NOTE: It is strongly recommended that bidders visit the above site to better understand these General Conditions.

2. Statement of Work

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

3. Security Requirements

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

3.2 If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor. The Contractor shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract.

3.3 The Contractor shall, at least 10 days before the first day on which any new employee/s of the Contractor 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 the employee/s intending to do work at the Embassy. The contractor shall be responsible to arrange police verification for all their workers prior to their starting work at the Embassy. This condition shall apply equally to any employee of the Contractor who is engaged for work at the Embassy after the start of the contract. The Embassy reserves the right to deny access to any individual on the basis of security reasons.

4. Term of Contract

4.1 Period of Contract

The period of the Contract is for a period of 24 months. A contract could be awarded a sooner or later date.

4.2 Option to Extend the Contract

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

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:
Donnalee Roman
Contracting Specialist
125 Sussex Drive, Ottawa, Ontario K1A 0G2
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.

5.2 Project Authority [to be filled in by DFATD at contract award]

The Project Authority for the Contract is:

Name:
Branch
Address
Telephone:
Fax:
E-mail address:

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

5.3 Contractor's Representative [to be filled in by DFATD at contract award]

Name:
Title:
Telephone:
Fax:
E-mail:

6. Payment

6.1 Basis of Payment

The Contractor will be paid in accordance with the following Basis of Payment for Work performed pursuant to the Contract.

6.1.1 Basis of Payment – Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of _____ (*amount to be inserted at contract award*).

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

6.2 Taxes

All prices and amounts of money in the Contract are exclusive of , taxes unless otherwise indicated. Taxes are extra to the price herein and will be paid by Canada.

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

6.3 Inspection and Acceptance

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

6.4 Method of Payment – Monthly Payments

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

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

6.5 Invoicing Instructions

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

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

7. SACC Manual Clauses

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

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

8. Personnel

8.1 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor. The Contractor shall, at least ten (10) days before the first day on which any person is required to enter the site for the purpose of carrying out the work, provide to the Project Authority a document setting out the name, residential address, date, and place of birth of all employees intending to do work at the Embassy of Canada, Ankara. The Contractor shall be responsible to arrange police verification for all workers prior to their starting work at the Embassy. This condition shall apply equally to any employees of the Contractor who are engaged for work at the Embassy after the start of the contract. The Mission reserves the right to deny access to any individual on the basis of security reasons.

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

9. Applicable Laws

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

10. Government Smoking Policy

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

11. 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.

12. Anti-terror

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

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

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2035 General Conditions - Higher Complexity - Services (2016/04/04)
- c) Appendix "A", Statement of Work;
- d) Appendix "B", Basis of Payment;

14. Insurance

- 14.1 The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than 300,000.00 TL per accident or occurrence and in the annual aggregate.
- 14.2 The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

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

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

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

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

Appendix “A” – Statement of Work

1. Title

Commercial Cleaning and Gardening Services for the Chancery (CH) of the Embassy of Canada in Ankara, Turkey.

2. Objective

The Contractor will provide the professional services of four (4) resources for commercial cleaning services to the Chancery of the Embassy of Canada in Ankara during working hours. The Contractor will also provide part-time gardening services for a minimum of 104 days a year.

3. Scope

The Contractor will be responsible to provide commercial cleaning services including all labour and some equipment within all office, representational and utility spaces, recreational facilities and lobbies at the Chancery as detailed herein and is exempt only from those items that are specifically noted.

3.1 Regularly Scheduled Services

3.1.1 The Contractor will assign a team of uniformed cleaners to perform commercial cleaning services on a daily basis at the Chancery Building. The Contractor shall provide replacement staff in case of absenteeism. In case the Contractor does not provide replacement staff, any expenditure incurred by the Mission for operation shall be recovered from the Contractor or adjusted against amount due and payable.

3.1.2 Routine cleaning shall be undertaken within the Chancery premises between hours 08:00 - 16:45, Monday through Thursday and 08:00 – 12:30 on Fridays. In carrying out cleaning services, the Contractor, with due recognition of the special nature of the Embassy of Canada’s business, shall take care and not inconvenience the business activities of Embassy of Canada personnel.

3.2 Equipment, Materials and Supplies

3.2.1 DFATD to supply:

The Embassy of Canada will supply cleaning supplies/chemicals (such as but not limited to brooms) and consumables (such as but not limited to toilet paper) including small tools.

3.2.2 Contractor to supply:

a) Four (4) new vacuum cleaners and one (1) piece of floor polisher equipment to perform the required services. All equipment is to be of a high quality and commercial/industrial grade as approved by the Project Authority.

4. Tasks

The Contractor must perform the following cleaning and maintenance tasks based on the service schedule indicated:

DAILY	
4 th and 5 th Floors	<p>Cleaning and disinfection of the toilets; Vacuuming the carpets; Picking up the garbage and recycling materials and taking them out of the embassy Wiping the tables and desks; Wiping the stair glasses between the fourth and fifth floors; Cleaning the cleaning room; Mopping and vacuuming the floor of the ambassador's office; Cleaning up the ambassador's washroom; Cleaning up the bank on the 5th floor; Wiping and shining the doors of the elevators; Cleaning up three rooms in detail every day (top of the boards, chair legs, top of the dresser, cleaning glass and frame inside) Cleaning the kitchens and tidying them up after lunch; Washing the dishes (dishwasher provided)</p> <p>Note: Cleaning personnel on the 4th and 5th floors will be supervised at all times by a Canadian member of the Embassy staff</p>
2 nd and 3 rd Floors	<p>Cleaning and disinfection of the toilets; Vacuuming the carpets; Picking up the garbage and recycling materials and taking them out of the embassy Wiping the tables and desks; Cleaning the cleaning room; Wiping and shining the doors of the elevators; Cleaning up three rooms in detail every day (top of the boards, chair legs, top of the dresser, cleaning glass and frame inside) Cleaning the kitchens and coffee stations and tidying them up after lunch; Washing the dishes (dishwasher provided); Cleaning the front and back balconies on the 2nd floor; Wiping the entrance banks and windows; Checking the floor of the multi-purpose saloon and moping it; Cleaning the floor of the Immigration Reception.</p>
Ground Floor	<p>Cleaning and disinfection of the toilets; Vacuuming the carpets; Picking up the garbage and recycling materials and taking them out of the embassy Wiping the tables and desks; Cleaning the cleaning room; Wiping and shining the doors of the elevators; Cleaning up three rooms in detail every day (top of the boards, chair legs, top of the dresser, cleaning glass and frame inside) Cleaning the kitchens and coffee stations and tidying them up after lunch; Washing the dishes (dishwasher provided); Wiping the devices that are in the sports room; Vacuuming and mopping the floors of the sports saloon and the bar; Wiping the entrance glasses; Cleaning the entrance banks and wiping their glasses.</p>
WEEKLY	
4 th and 5 th Floors	<p>Wiping the wood coverings; Wiping the first row of the exterior windows between the 4th and 5th floors; Wiping the fire cabinets; Wiping the glasses of the doors; Wiping the archive rooms that are on the 4th floor; Wiping and disinfection of the toilet walls and washstand</p> <p>Note: Cleaning personnel on the 4th and 5th floors will be supervised at all times by a Canadian member of the Embassy staff</p>

2 nd and 3 rd Floors	Wiping the wood coverings; Wiping the fire cabinets; Wiping the glasses of the doors; Wiping the first row of the windows of the multi-purpose saloon Wiping and disinfection of the toilet walls and washstand
Ground Floor	Wiping the wood coverings; Wiping the fire cabinets; Wiping the glasses of the doors; Wiping down the equipment; Wiping the exterior side of the windows of the sports saloon; Wiping and disinfection of the toilet walls and washstand

MONTHLY	
4 th and 5 th Floors	Wiping the exterior glass coverings inside between the 4 th and 5 th floors; Wiping the shaft room; Wiping the marble walls between the 4 th and 5 th floors Note: Cleaning personnel on the 4 th and 5 th floors will be supervised at all times by a Canadian member of the Embassy staff
2 nd and 3 rd Floors	Wiping the shaft room on the 3 rd floor; Wiping the exterior side of the windows of the multi-purpose saloon; Wiping the second row of the windows inside of the multi-purpose saloon
Ground Floor	Wiping the first two rows of the exterior side of the entrance windows; Wiping the second row and top sides of the entrance windows inside; Wiping the wood coverings that are at the right of the stairs to the second floor; Wiping the marble walls at the entrance.
Exterior Sides	The cleaning of the exterior sides will be done monthly, using both cleaning poles from the ground and using the window washing machine supplied by the Embassy.

PERIODICALLY – In consultation with the Project Authority	
Disinfection Service	Spraying for bugs shall occur twice per year at a time mutually agreeable to the Embassy and the contractor at no extra cost. The disinfection equipment will be supplied by the Contractor. The cleaning agents will be supplied by the embassy.
Meetings and events	Events and meetings may be held periodically at the Embassy. Cleaning staff will be responsible for preparing, setting up and cleaning up for the event
Gardening	A gardener will be assigned to the embassy for 104 days out of the year; approximately two days per week. While the gardener may be assigned to work more days per week in the summer, and less in the winter the total number of days will not be less than 104. Duties of the gardener include but not limited to watering, removing the weeds, planting and tending flower beds, doing pruning and spring preparations in the Chancery garden . The garden is to be kept clear
Driveway	The driveway will be kept tidy by sweeping, raking, washing and removing debris, and by removing snow.

5. Schedule of Operations

Following the award of the Contract, the Contractor shall immediately undertake to prepare a schedule of operations (i.e. a Work Plan). This schedule is to be prepared on a year-planner type basis and shall include all required work. The schedule is to be delivered to the Project Authority within one week from contract award; for review and approval, in order to proceed with the work.

The Contractor shall prepare simple to use, yet detailed work schedules for use by the contract cleaning staff. These schedules shall list the Embassy'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 Project Authority prior to the commencement of the contract.

Due to security reasons the Contractor may not substitute a member of the cleaning staff without prior approval of the Project Authority. The Contractor must inform the Project Authority for any substitutions at least one month in advance.

6. Quality Standards

The Contractor shall institute a quality control and quality assurance program including the providing of regular reports to the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards as set by the Project Authority shall result in the application of corrective measures.

6.1 General Conditions

- 6.1.1 The Contractor shall ensure that all equipment used to perform the work is in a state of good repair. The Project Authority 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.
- 6.1.2 The Contractor shall store and handle all chemicals and cleaning products in a safe and responsible manner.
- 6.1.3 The Embassy of Canada will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought or left in the Chancery and/or Embassy of Canada Grounds.
- 6.1.4 Any defects which cannot be corrected immediately shall be reported verbally as soon as possible to the Project Authority. Any blockages in pantries, kitchens, or washrooms are to be reported immediately to the Project Authority.

6.2 Custodial Supply/Storage Room

The Embassy of Canada shall provide 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 throughout the Embassy for use by the cleaning staff. 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 these rooms. These rooms are not to be used as lunch rooms by the cleaning contractor's staff.

6.3 Elevator Cleaning

Floors, including corners, threshold plates and door tracks shall be clean. Carpeted floors shall be free of dust, dirt, and debris (litter). Walls shall be free of dust, finger or splash marks, streaking and water marks. Handrails and baseboards shall be clean and polished. Doors and frames shall be free of finger marks etc. No abrasive cleaning products are to be used on this or any other stainless steel surface.

6.4 Floors

- 6.4.1 Chairs, waste paper baskets etc., must not be placed on desks, tables or work benches during cleaning operations.
- 6.4.2 Care must be taken not to allow cleaning solutions to seep under furniture legs, file cabinets or partitions.
- 6.4.3 When sweeping, there shall be no dirt, trash, or other matter left in corners or 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.
- 6.4.4 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.

- 6.4.5 When scrubbing/stripping, there shall be no surface dirt or stains visible following the scheduled scrubbing operation. There shall be no wax or finish build-up on the floor surface following stripping operations. 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.
- 6.4.6 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.
- 6.4.7 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.

6.5 Glass Cleaning

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.

6.6 Light Fixtures

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

6.7 Room Cleaning

- 6.7.1 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.
- 6.7.2 When wiping, mirrors and all other glass and smooth surfaces shall be clean and free of dust, dirt streaks, and spots.
- 6.7.3 When removing waste, all paper and waste receptacles shall be emptied and surfaces of receptacles shall be wiped clean.

6.8 Shipping/Garbage Area

Floors shall be clean and free of debris/litter. Burnable and non-burnable material shall be stored separately. Empty garbage containers shall be clean and free of odours.

6.9 Stairways and Landings

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.

6.10 Washrooms

- 6.10.1 Sanitary receptacles shall be emptied and disposal bags replaced. All sanitary receptacles shall be free of odours, spots, stains, and finger marks.
- 6.10.2 All supplies dispensers shall be filled.
- 6.10.3 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.
- 6.10.4 Walls and stall partitions shall be free of dust, hand and finger marks, water streaks, mop marks, and stains.

7. Inspection

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority. The Contractor must maintain a work log which should contain a check list enumerating the tasks mentioned as per the table provided under scope of work item # 5.

8. Uniforms

The Contractor must provide summer/winter uniforms including shoes at its own expense, for its staff that clearly identify them as employees of the Contractor and distinguish them as cleaners. Such uniforms will be selected in a manner that ensures a consistently excellent representational image (clean, neat and in good repair) for Canada and must meet with Project Authority approval. The Contractor must ensure cleaning staff are appropriately dressed and that security pass is visible at all times.

9. Comportment

The Contractor must ensure that cleaning staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image; either in terms of politeness or knowledge.

The Contractor alone shall be responsible for the conduct, behaviour and discipline to be maintained at the site and its environment in respect of the personnel engaged or hired. In case any misconduct which may or may not involve financial loss or burden on the Mission/occupant, the contractor alone shall take suitable action against such defaulting personnel in consultation with the Project Authority but Project Authority 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 personnel. The Contractor shall remove/substitute any personnel if the Project Authority so directs.

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 the visitor, owner / occupant's personnel.

10. Meetings

An English speaking supervisor of the Contractor shall meet with the Project Authority every day and present all reports and take notes of all important points, if any, from the discussion to act upon those points. The supervisor appointed by the Contractor shall be responsible for the day to day operations of the services within the scope of services of this contract.

11. Health and Safety

The Contractor shall ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor shall ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Turkish Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor shall be responsible for supplying suitable replacement equipment.

The Contractor shall provide training to all personnel assigned to the performance of the Work under this contract including proper handling, use and disposal of all cleaning products including sanitizers, disinfectants, etc.

12. Cleaning and Rubbish Removal

The Contractor must prevent the accumulation of wastes which create hazardous conditions. The Contractor will ensure that resources:

- a) do not dispose of volatile waste liquids in storm or sanitary drains;
- b) store volatile wastes in covered metal containers and remove from premises daily;
- c) provide adequate ventilation during use of volatile or noxious substances;
- d) remove and dispose of all debris and waste from the Mission Property. The cost of garbage collection and removal by contractor's own vehicle from the Embassy premises shall be the Contractor's responsibility. Any garbage considered for recycling shall be turned over to the Embassy.

Appendix "B" – Evaluation Criteria

1.0 Mandatory Technical Criteria

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

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

Mandatory Technical Criteria (MT)			
#	Mandatory Technical Criterion	Met / Not Met	Reference to Proposal
MT1	The Bidder must submit a Company Profile, which includes the number of years in operation, number of resources etc. The Bidder must submit a minimum of three (3) references from equivalent sized contracts dated between 2008 and the present. For each contract reference, the Bidder shall indicate the contract duration, contract value, the client's contact person (include phone and fax numbers, and email address if applicable) DFATD reserves the right to contact references for validation purposes.		
MT2	The Bidder must be the provider of the service and registered with appropriate authorities in Turkey. The firm must have a permanent office in Ankara, staffed with permanent employees to be eligible for this contract. Registration document of Ankara Chamber of Commerce and Tax Registration Certificate must be provided.		
MT3	The Bidder must demonstrate that they have in stock or are capable of providing high quality uniforms to each employee. Uniforms and accessories as well as shoes are part of the Contractor's obligations. Letter of attestation must be provided..		
MT4	The Bidder must demonstrate that they are able to provide four (4) vacuum cleaners and one (1) piece of floor polishing equipment at all times. Letter of attestation must be provided.		

MT5	<p>The Bidder must demonstrate that they have a minimum of 5 years of experience in gardening services.</p> <p>The Bidder must submit a minimum of three (3) references from equivalent sized contracts dated between 2008 and the present. For each contract reference, the Bidder shall indicate the contract duration, contract value, the client's contact person (include phone and fax numbers, and email address if applicable)</p> <p>DFATD reserves the right to contact references for validation purposes.</p>		
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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 Points
RT1	Corporate Experience	60
RT2	Experience of Personnel	50
RT3	Equipment	20

Table 2	
Overall Maximum Points Available =	130
Overall Minimum Points Required =	91

Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive.

RT1 – Corporate Experience		
Description	Weighting	Maximum Points
a) The Bidder shall demonstrate that it has obtained experience in providing cleaning and waste management services to client for office facilities over 5,000m ² .	12 to 35 months = 20 points 36 to 59 months = 30 points Over 60 months = 40 points	40 points
b) The Bidder shall	0-2 extra employees = 5 points	

demonstrate a capacity to provide additional cleaning services from time-to-time to meet the operational requirements of the Embassy of Canada in number of employees.	<p>3-4 extra employees = 10 points</p> <p>5-9 extra employees = 15 points</p> <p>10 or more extra employees = 20 points</p>	20 points
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RT2 – Experience of Personnel			
Description	Weighting		Maximum Points
<p>Intent: Evaluate the recent experience of the proposed personnel on projects of similar size and scope for cleaning personnel. Adequate experience consists of three (3) years of recent professional experience in a similar role and completion of three (3) recent projects of same size and scope or an equivalent combination of larger and smaller projects.</p> <p>Evaluate the recent experience of the proposed personnel on projects of similar size and scope for gardening personnel. Adequate experience consists of five (5) years of recent professional experience in a similar role and completion of three (3) recent projects of the same size and scope or equivalent combination of larger and smaller projects.</p> <p>Information to be submitted: The response to be provided here can consist of existing material (resumes, brochures, corporate profiles, reference letters, etc.). To facilitate evaluation, information on the individual must include:</p> <ul style="list-style-type: none"> - area(s) of expertise of individuals being proposed (including project manager and site supervisor(s)) who would be involved with the project and the role for which they will be responsible; - individuals' years of experience; - individuals' years with the Proponent entity; - responsibilities held, by the individuals being proposed, for projects they have completed; and - certification and licensing of personnel, as appropriate. 	0%	The response is deficient. Bidder receives 0% of the available points for this element.	50 points
	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. Bidder receives 70% of the available points for this element.	
	85%	The response includes a substantive amount of the information required to be complete. 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.	

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RT3 – Equipment		
Description	Weighting	Maximum Points
Equipment such as vacuum cleaners, pressure washing machines etc. with low level (permissible) noise not more than three (3) years old. Age and brand of the proposed equipment may be listed. Contractor will have the equipment periodically checked/approved by the Project Authority.	Brand new equipment = 20 points Equipment is up to one year old = 15 points Equipment is 1- 2 years old = 10 points Equipment is more than 2 years old = 0 points	20 points

Appendix “C” – Certifications

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

1. Certification of Understanding

The Bidder certifies that all parts of this RFP have been reviewed in detail and are completely understood in order to make its proposal. Under no circumstances will the Statement of Work, specifications, or task description be subject to revised interpretation or amended following Contract award except where the Contracting Authority so authorizes in writing.

Signature Bidder/Contractor

Date

2. Certification of Education, Experience and Legal Right to Work in Turkey

We certify that all statements made with regard to the experience and legal right to work in the Turkey of individuals proposed for completing the subject work are accurate and factual, and we are aware that the Project Authority reserves the right to verify any information provided in this regard and that untrue statements may result in the proposal being declared non-responsive.

Should verification by the Project Authority disclose untrue statements, the Project Authority shall have the right to treat any Contract resulting from this Bid as being in default and to terminate it accordingly.

Signature Bidder/Contractor

Date

3. Certification of Availability and Status of Personnel

Certification from the Bidder that all proposed staff will be available to commence the work at the period specified herein, and will remain available to perform the work in relation to the fulfilment of this requirement.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is not an employee of the Bidder/Contractor, the Bidder/Contractor hereby certifies that it has written permission from such person (or the employer of such person) to propose the services of such person in relation to the work to be performed in fulfilment of this requirement and to submit such person's résumé to the Contracting Authority.

If the Bidder/Contractor has proposed any person in fulfilment of this requirement who is or who is not an employee of the Bidder/ Contractor, the Bidder/Contractor hereby certifies that such a person is under no restrictive covenant in relation to a constraint of trade that would prevent the person from fulfilling his or her services in relation to the work.

During the bid evaluation, the Bidder/Contractor MUST upon the request of the Contracting Authority provide a copy of such written permission, in relation to any or all non-employees proposed. The Bidder/Contractor agrees that failure to comply with such a request may lead to disqualification of the Bidder's/Contractor's proposal from further consideration.

Signature Bidder/Contractor

Date

4. Certification of Identity or Legal Capacity of Bidder

In order to establish the legal capacity under which a bidder proposes to enter into the Contract, any bidder who carries on business in other than its own personal name shall, if requested by the Contracting Authority, provide proof of the legal capacity under which it carries on business to the Contracting Authority prior to Contract award. Such proof may be in the form of a copy of the articles of incorporation or of the registration of the business name of a sole proprietor, of a trade name, of a partnership, etc.

Signature Bidder/Contractor

Date

5. Former Public Servant Certification (Canada)

Contracts with former Canadian 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 with FPS, bidders must provide the information required below.

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, in the context of the fee abatement formula, 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

Is the Bidder a FPS in receipt of a pension as defined above? **YES** () **NO** ()

If so, the Bidder must provide the following information:

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

Work Force Reduction Program (Canada)

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **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 reduction 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 the Goods and Services Tax or Harmonized Sales Tax.

Certification

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

Signature Bidder/Contractor

Date

6. Federal Contractors Program - \$200,000 or more

The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

1. Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form [LAB 1168](#), Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the [Employment Equity Act](#), S.C. 1995, c. 44;

- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the [FCP](#) is available on the HRSDC Web site.

Signature Bidder/Contractor

Date

Certification

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

Signature Bidder/Contractor

Date

Appendix “D” – Pricing Schedule

This schedule is to be completed and included in the Bidders Financial Proposal

- 1.1 Bidders shall quote in Turkish Lira (TRY) firm prices/rates as indicated in the tables below that include all costs necessary to perform the work. GST, HST or VAT must be indicated separately, as applicable. Failure to provide pricing for an item will render the bid non-responsive.
- 1.2 The firm prices/rates are all inclusive and must include cost of labor, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable. All overhead expenses normally incurred in providing the services such as project office space and furnishings, word processing, work estimates, photocopying, courier and telephone charges, local travel are included in the firm monthly and firm per diem rates identified hereunder and will not be permitted as direct charges.
- 1.3 Travel and Living Expenses will not be paid for any part of this contract including any relocation required to satisfy the terms of the contract.
- 1.4 **Indexing**
Increases which are additional to those included in the bid (i.e. option years) will only be allowable in the following case and must be acknowledged through a written amendment to the contract prepared by the Contracting Authority:

Inflation. An increase in overhead costs due to inflation will be allowable only once a year during each option year period, if the inflation rate is more than 15% per year. This will be calculated based on the monthly Wholesale Price Index for Turkey published by the Ministry of Commerce and Industry, Government of Turkey in the twelve months of the preceding calendar year.
- 1.5 The volumetric (estimated usage) data is provided in good faith and does not represent a commitment on the part of Canada. Canada’s actual usage may be higher or lower.

SECTION 1: REGULARLY SCHEDULED SERVICES

For the Work described in the Statement of Work in Appendix A:

Quantity	Duty Hours	Days	Total Hours
4 cleaners	08:00 to 16:45	Monday to Thursday	4 cleaners x 8.25 hours each = 33 hours per day
	08:00 to 12:30	Friday	4 cleaners x 4.5 hours = 18 hours per day
			132 (4 x 33 hours) + 18 (4 x 4.5 hours) = 150 hours per week
1 gardener	08:00 to 16:45	Twice a week	8.25 hours per day, 16.5 hours per week

Please note that:

In addition to tasks/ services to be carried out, suppliers must:

Pay at least this wage to the cleaners and gardener;

- For the first year of the Contract period: 2160 TL per month (including the official increase in the minimum wage for January 1st, 2018).

- Successful bidder will then increase the salary by the same amount of increase in minimum wages anytime announced by the Turkish Government starting from the beginning of the contract until the end of the Contract.

For the following years;

- Second year of the contract and optionally third and fourth years: The latest updated salary of the previous year will be increased by 5% each year, and again, the contractor will increase the salary by the same amount of increase in minimum wages during the contract.

- The official additional payment of the "Asgari Gecim Indirimi (AGI)" will be paid by the Contractor in addition to above salary.

The costs of these increments will be included in the contractor's proposal and paid by the contractor without any increase on the original contract amount.

The supplier must provide allowances to cleaners for a minimum of 22 working days each month for:

The cleaner's meals:

A minimum of 16 TRY per working day for the first year of the Contract (April 1, 2018 – March 31, 2019);

A minimum of 17 TRY per working day for the second year of the Contract (April 1, 2019 – March 31, 2020);

A minimum of 18 TRY per working day for the optional third year of the Contract (April 1, 2020 – March 31, 2021);

A minimum of 19 TRY per working day for the optional fourth year of the Contract (April 1, 2021 – March 31, 2022);

The cleaner's transportations:

A minimum of 11 TRY per working day for the first year of the Contract (April 1, 2018 – March 31, 2019);

The above daily transportation allowance for the first and following years (second and optionally third and fourth years) will be increased according to the increase in the Municipality's transportation costs. The amount of increase will be directly added to previous year's amount and will not be decreased if any decrease occurs in this cost.

The base amount for transportation cost is 2.75 TRY per bus multiplied by 4 trips a day. Any increase above this cost will be added to the salaries starting from the beginning of the contract.

The costs of these increments will be included in the contractor's proposal and paid by the contractor without any increase on the original contract amount

The Contractor shall ensure that any employee of the Contractor working as a result of this contract shall be covered under SGK. This includes, but is not limited to personnel assigned to daily, weekly and monthly duties at the Embassy, their replacements, and their supervisors. All salary paid by the successful bidder must be shown in the official monthly payment documents of the employees.

Successful bidder will provide a temporary cleaner during the vacation and off days of the permanent cleaners. The required documents to have the reliability checks of the temporary cleaners shall be provided by the contractor on time as indicated above.

As the Canadian Embassy is exempt from paying VAT, the Contractor will not charge VAT in the provision of the services described in this contract.

SECTION 2: PRICING SCHEDULE

Bidders must complete the following pricing schedules and submit them as their financial proposal:

SCHEDULE 1 – INITIAL CONTRACT PERIOD

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

PRICING SCHEDULE 1A				
INITIAL PERIOD FIRST YEAR (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in TRY)	Sub-total (in TRY)
		A	B	C = A x B
1	<i>Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 4 resources= 7800 h</i>	650	\$	\$
2	<i>Labour: Groundskeeper 16.5 hours /week x 52 weeks per year = 858 h</i>	71.5	\$	\$
			Firm, All Inclusive Monthly Price (in TRY)	
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1A – Evaluated Price =				\$

PRICING SCHEDULE 1B				
INITIAL PERIOD SECOND YEAR (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in TRY)	Sub-total (in TRY)
		A	B	C = A x B
1	<i>Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 4 resources = 7800 h</i>	650	\$	\$
2	<i>Labour: Groundskeeper 16.5 hours /week x 52 weeks per year = 858 h</i>	71.5	\$	\$
			Firm, All Inclusive Monthly Price (in TRY)	\$
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 1B – Evaluated Price =				\$

SCHEDULE 2 - OPTION YEAR ONE

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

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

PRICING SCHEDULE 2				
FIRST OPTION PERIOD (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in TRY)	Sub-total (in TRY)
		A	B	C = A x B
1	<i>Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 4 resources= 7800 h</i>	650	\$	\$
2	<i>Labour: Groundskee per 16.5 hours /week x 52 weeks per year = 858 h</i>	71.5	\$	\$
			Firm, All Inclusive Monthly Price (in TRY)	\$
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 2 - Evaluated Price				\$

SCHEDULE 3 - OPTION YEAR TWO

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

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

PRICING SCHEDULE 3				
SECOND OPTION PERIOD (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in TRY)	Sub-total (in TRY)
		A	B	C = A x B
1	<i>Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 4 resources= 7800 h</i>	650	\$	\$
2	<i>Labour: Groundskee per 16.5 hours /week x 52 weeks per year = 858 h</i>	71.5	\$	\$
			Firm, All Inclusive Monthly Price (in TRY)	\$
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 3 - Evaluated Price				\$

SCHEDULE 4 - OPTION YEAR THREE

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

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

PRICING SCHEDULE 4				
THIRD OPTION PERIOD (12 MONTHS)				
CATEGORY		Maximum number of hours per month	Firm, All Inclusive Hourly Rate (in TRY)	Sub-total (in TRY)
		A	B	C = A x B
1	<i>Labor: Maintenance Services – Cleaners 37.5 hrs/ week x 52 weeks x 4 resources= 7800 h</i>	650	\$	\$
2	<i>Labour: Groundskee per 16.5 hours /week x 52 weeks per year = 858 h</i>	71.5	\$	\$
			Firm, All Inclusive Monthly Price (in TRY)	\$
3	Equipment		\$	\$
4	Materials, Supplies and Uniforms		\$	\$
5	Other Direct Charges		\$	\$
Schedule 4 - Evaluated Price				\$

Schedule 5 – Variable Services			
Period	A Estimated number of hours	B Hourly Rate	C Annual Rate (A x B)
Year 1	60 hours	\$ _____	\$ _____
Year 2	60 hours	\$ _____	\$ _____
Option Year 1	60 hours	\$ _____	\$ _____
Option Year 2	60 hours	\$ _____	\$ _____
Total of Variable Services \$			_____ (TRY)

SUMMARY TABLE

Sub Total from Schedule 1	\$ _____ (TRY)
Sub Total from Schedule 2	\$ _____ (TRY)
Sub Total from Schedule 3	\$ _____ (TRY)
Sub Total from Schedule 4	\$ _____ (TRY)
Sub Total from Schedule 5	\$ _____ (TRY)
Total price for Financial Evaluation Purposes (VAT excluded)	\$ _____ (TRY)