

Canada's Representative	TITLE Cleaning and maintenance ser Canadian High Commission in	rvice for the Australia	
Sean Sun Procurment Specialist	Solicitation Number 20-156424	DATE March 27, 2020	
General Services Mission Procurement	PROPOSAL DELIVERY		
200 Prom. du Portage Gatineau QC, K1A 0G4 E-Mail: internationalproposals@ international.gc.ca	In order for the proposal to must be received no later 07, 2020 (as per Ottawa, 0 "Closing Date". Only electronic copies will at the following e-mail add	than 14:00 EDT on May Ontario) referred to as the be accepted and received	
Request for Proposals (RFP)	internationalproposals@international.gc.ca Solicitation #: 20-156424		
	Offer to: Foreign Affairs, Canada	, Trade and Development	
Performance of the Work described in the Statement of Work of the draft contract	Canada We hereby offer to sell to in right of Canada, in acc and conditions set out h or attached hereto, the g construction listed herei sheets at the price(s) set	o Her Majesty the Queen cordance with the terms erein, referred to herein joods, services and in and on any attached t out therefor.	
the Statement of Work of the draft	Canada We hereby offer to sell to in right of Canada, in acc and conditions set out h or attached hereto, the g construction listed herei	o Her Majesty the Queen cordance with the terms erein, referred to herein joods, services and in and on any attached t out therefor.	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 1 to Part 4 includes the Evaluation criteria.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B) and Security Requirements Check List (Annex C).

1.2 SUMMARY

- **12.1** The objective of this requirement is to provide Janitorial and Commercial Cleaning Services for the High Commission of Canada installation in Canberra, Australia as per industry standards, thus, maintaining cleanliness and providing decent working conditions for the occupants of that building. In order to achieve this objective, all the identified tasks will be scheduled on the required frequency.
- **1.2.2** The purpose of this RFP is to select a supplier to enter into a contract with the High Commission of Canada of the Foreign Affairs, Trade and Development Canada DFATD) in Canberra, Australia to provide Janitorial cleaning services as described in the Statement of Work (Annex A).
- **1.2.3** The Work is to be performed from the contract award date for a period of two years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three additional one-year irrevocable option periods under the same terms and conditions.
- **1.2.4** The requirement may be subject to the provisions of the:
 - a) World Trade Organization Agreement on Government Procurement (WTO-AGP)
 - b) North American Free Trade Agreement (NAFTA)
 - c) Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
 - d) Canadian Free Trade Agreement (CFTA)
 - e) Canada Chile Free Trade Agreement (CCFTA)
 - f) Canada Columbia Free Trade Agreement
 - g) Canada Korea Free Trade Agreement
 - h) Canada Honduras Free Trade Agreement
 - i) Canada Panama Free Trade Agreement
 - j) Canada Peru Free Trade Agreement (CPFTA)
 - k) Canada Ukraine free Trade Agreement (CUFTA)
 - I) Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)



1.3 CONTRACT DOCUMENTS

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

"Bid" or "proposal" is an offer to provide services or supply goods as a result of a solicitation. .

"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;

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



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

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

2.2 REFERENCE CLAUSES

- **2.2.1** 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.
- 2.2.2 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).

In cases where the reference clause(s) has been modified or deleted to suit this procurement, such change(s) have been identified in this document.

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

2.3 STANDARD INSTRUCTIONS

- **2.3.1** The 2003 (2019-03-04) Standard Instructions Goods or Services Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23), are incorporated by reference into and form part of the bid solicitation.
- 2.3.2 Except in the case of "PWGSC's Integrity Database", 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; all references to "Canada Post epost Connect service" are deleted; and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- 2.3.3 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows: Delete: sixty Insert: one hundred and twenty

2.3.4 Subsection 06 (2018-05-22) 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 2.3.5

2.3.5 Subsection 07 (2018-05-22) Delayed Bids

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.

2.3.6 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect 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 or by epost Connect service.

2.4 SUBMISSION OF PROPOSALS

- 2.4.1 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 <u>Policy on Green Procurement</u> (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573).
- **2.4.2** Proposals must be received by DFATD at the electronic address identified and by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address.

2.4.3 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 e-mail 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.

2.4.4 Canada requires that each proposal, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative 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 (2019-03-04) *Standard Instructions - Goods or Services - Competitive Requirements*.



- **2.4.5** 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, and the RFP number are clearly visible on 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.
- 2.4.6 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. 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.
- **2.4.7** 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.
- **2.4.8** A proposal cannot be assigned or transferred in whole or in part.

2.5 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. The visit will be held at High Commission of Canada to Australia, <u>Commonwealth Avenue CANBERRA, A.C.T. 2600,</u> <u>Australia</u>, entry via Forster crescent. The date and time of site visit will be posted on later date.

Bidders are requested to confirm their attendance with Canada's Representative no later than three working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit. A maximum of two persons per bidder will be allowed.

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 (2019-03-04) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

- **2.6.1** 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 five days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2 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.

2.6.3 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.

2.7 APPLICABLE 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.

2.8 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.

2.9 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.

2.10 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/.

2.11 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.

2.12 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by 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.



2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

By submitting a proposal, the Bidder certifies that neither the Bidder nor any of the Bidder's affiliates has ever been convicted of an offence under any of the following provisions. Canada may reject a proposal where the Bidder, including the Bidder's officers, agents and employees, has been convicted of an offence under the following provisions of the Criminal Code:

- a. paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the *Financial Administration Act*, or
- section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the <u>Criminal Code</u> of Canada, or
- c. section 462.31 (Laundering proceeds of crime) or
- d. sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal</u> <u>Code</u> of Canada, or section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>, or
- e. section 239 (False or deceptive statements) of the Income Tax Act, or
- f. section 327 (False or deceptive statements) of the Excise Tax Act, or
- g. section 3 (*Bribing a foreign public official*) of the <u>Corruption of Foreign Public Officials Act</u>, or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the <u>Controlled Drugs and Substance Act</u>, or
- i. any provision under any law other than Canadian law having a similar effect to the abovelisted provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

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

Section I:	Technical Proposal
Section II:	Financial Proposal
Section III:	Certifications

Please note: bids may be modified or resubmitted only **<u>before</u>** 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.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: to be labeled "Technical Proposal";

This section should not exceed 60 pages. Material exceeding the 60 page maximum may not be considered. Copies of required Certificates and Licences, and Title pages are not included in the 60 page limit.

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled "Financial Proposal";

Bidders must submit their Financial Proposal in accordance with Anne B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply may result in the proposal being declared non-compliant and rejected from further consideration. All the information required in the Financial Proposal should appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.**

3.4 FIRM PRICE

- **3.4.1** Bidders must quote an all-inclusive Firm Price in AUD 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.
- **3.4.2** All payments will be made according to the terms of payment set out in the Draft Contract.



3.5 FIRM HOURLY RATES

- **3.5.1** Bidders must quote Hourly Rates in AUD on the attached form Financial Proposal Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option).
- **3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.

3.7 CERTIFICATIONS

Section III: to be labeled "Certifications";

Bidders must submit the certifications required under Attachment 1 to part 3.



ATTACHMENT 1 TO PART 3 – CERTIFICATIONS

Bidders must provide the required certifications and additional information 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.

Canada's Representative 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 Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity</u> <u>Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

A1.2. SET-ASIDE FOR ABORIGINAL BUSINESS

Not applicable.

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 section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>)</u>, the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2. Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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



Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "<u>FCP Limited</u> <u>Eligibility to Bid</u>" list during the period of the Contract.

The Bidder must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide Canada's Representative with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

A2.3. 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.

A2.4. 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.

A2.5. 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 <u>Public Service Superannuation</u> <u>Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary</u> <u>Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence</u> <u>Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension</u> <u>Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation</u> <u>Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S., 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, 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 <u>Contracting Policy Notice:</u> 2012-2 and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

WORK FORCE ADJUSTMENT DIRECTIVE

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

If so, the Bidder must provide the following information:

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

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

CERTIFICATION STATEMENT

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



PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- **4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical 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.

4.2 TECHNICAL EVALUATION

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

4.3 FINANCIAL EVALUATION

4.3.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Australian Dollar (AUD). Applicable Taxes excluded.

4.4 BASIS OF SELECTION

- 4.4.1 The <u>A0035T</u> (2007-05-25) Basis of Selection Lowest Price Per Point
 - 1. 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 84 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 120 points."
 - 2. 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.



ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

Mandatory Technical Criteria		
Mandatory technical criteria	Page where the information is in the proposal	Met (Yes/No)
-		
References may be contacted to verify the validity of the information provided by		
	 Experience of the Bidder The Bidder must possess three years of experience in providing commercial cleaning services within the last eight years from the bid closing date, on projects of similar size and scope to the requirement identified in Annex A, Statement of Work. A project of similar size and scope is defined as follows: (a) Minimum duration of six consecutive months; (b) Floor space of minimum 1,000 square meters; (c) A space of similar use or type (i.e. office space); (d) Scheduling and training of multiple resources assigned to perform various janitorial tasks; and, (e) Performance management and monitoring of multiple resources assigned to perform various janitorial tasks; In order to demonstrate the required experience: The Bidder must provide a complete list of past/present projects where the experience was gained. (a) Location (city, country); (b) Size of the cleaning area in square meters; (c) Brief description of the work; and, The Bidder must provide a reference for each project where the experience was gained: (a) Client company name; (b) Name and title of reference; (c) Email address; and, (d) Telephone number 	Mandatory technical criteria information is in the proposal Experience of the Bidder Information is in the proposal The Bidder must possess three years of experience in providing commercial cleaning services within the last eight years from the bid closing date, on projects of similar size and scope to the requirement identified in Annex A, Statement of Work. A project of similar size and scope is defined as follows: (a) Minimum duration of six consecutive months; (b) Floor space of minimum 1,000 square meters; (c) A space of similar use or type (i.e. office space); (d) Scheduling and training of multiple resources assigned to perform various janitorial tasks; and, (e) Performance management and monitoring of multiple resources assigned to perform various janitorial tasks. In order to demonstrate the required experience: The Bidder must provide a complete list of past/present projects where the experience was gained: (a) Location (city, country); (b) Size of the cleaning area in square meters; (c) Brief description of the work; and, The Bidder must provide a reference for each project where the experience was gained: (a) Client company name; (b) Name and title of reference; (b) Name and title of reference; (c) Email address; and, (d) Telephone number References may be contacted to verify the validity of the information provided by



M2	Experience of the proposed Supervisor	
	The Bidder's Supervisor must:	
	 (a) Possess three years' experience in the last five years from bid closing date, in directing commercial cleaning type operations in a supervisory capacity, for projects of similar size and scope to the requirement identified in Annex A, Statement of Work. (b) Possess three years of experience in the last ten years using commercial cleaning equipment. (c) Be able to communicate orally and understand written instructions in English. 	
	NOTE: It is sufficient to state in the bid that the proposed Supervisor has the required language capabilities. If, subsequent to the Contract being awarded, the Project Authority determines that the proposed Supervisor does not possess the stated language capabilities, then the Contractor will be determined to be in default and the Contract will be terminated.	
	A project of similar size and scope is defined as follows:	
	 (a) minimum duration of six consecutive months; (b) floor space of minimum 1,000 square meters; (c) A space of similar use or type (i.e. office space); (d) Scheduling and training of multiple resources assigned to perform various janitorial tasks; and, (e) Performance management and monitoring of multiple resources assigned to perform various janitorial tasks. 	
	In order to demonstrate the required experience:	
	The Bidder must provide a complete list of past/present projects where the experience was gained. The following information must be provided for each project where the experience was gained:	
	 (a) Location (city,coutry); (b) Size of the cleaning area in square meters; (c) Brief description of the work; and, (d) The number of team members that the proposed resource supervised. 	
	The Bidder must provide a reference for each project where the experience was gained:	
	 (a) Client company name; (b) Name and title of reference; (c) Email address; and, (d) Telephone number 	
	References may be contacted to verify the validity of the information provided by the Bidder.	



М3	Experience of the proposed Cleaners	
	The Bidder's Cleaning Resources must:	
	 (a) Possess three years' experience in the last five years from bid closing date, in performing commercial cleaning type operations in a cleaning labour capacity. (b) Be able to communicate orally and understand written instructions in English. 	
	NOTE: It is sufficient to state in the bid that the proposed Supervisor has the required language capabilities. If, subsequent to the Contract being awarded, the Project Authority determines that the proposed Supervisor does not possess the stated language capabilities, then the Contractor will be determined to be in default and the Contract will be terminated.	
	In order to demonstrate the required experience:	
	The Bidder must provide a complete list of past/present projects where the experience was gained. The following information must be provided for each project where the experience was gained:	
	 (a) Location (city,coutry); (b) Size of the cleaning area in square meters; (c) Brief description of the work; and, 	
	The Bidder must provide a reference for each project where the experience was gained:	
	 (a) Client company name; (b) Name and title of reference; (c) Email address; and, (d) Telephone number 	
	References may be contacted to verify the validity of the information provided by the Bidder.	
M4	Equipment List	
	The Bidder must provide a list of mechanical equipment available to carry out the services, including:	
	 (a) Make; (b) Age; (c) Model number; (d) Performance capabilities; (e) quantity; and, (f) Commercial application that the equipment is designed for. Refer to Appendix 1 A to Annex 1- Equipment List. 	
M5	Bidder's Office Proximity to the Service Site	
	The bidder MUST demonstrate that the company has an office within 100km (60 miles) radius of the Chancery (Commonwealth Avenue Canberra, ACT 2600 Australia)	
	The bidder must provide the company's address.	



2.0 Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors and weighting indicators indicated.

Bidders must obtain the required minimum of **70%** overall of the points in order to be evaluated on the basis of their financial proposal.

Any bid which fails to obtain the required minimum will be declared non-compliant. Each point rated technical criterion must be addressed separately.

Rating Table - This Rating Table applies to <u>ALL</u> Point Rated Technical Criteria.		
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. 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.	



	Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting	
RT1	The Bidder should describe its	The Bidder should describe its approach to include at minim following:	ium the	
	organization, management, personnel and capacity to ensure that it will provide and maintain trained competent personnel to fulfill	Team Organization and Description a) Description of the commercial cleaning team including its organization, management, identify name/role of all sub-contractors, proposed number of internal resources, their roles (e.g. contract manager, superintendent, supervisor, day/evening shift cleaning personnel), responsibilities and relevant experience.	Up to 15 points	
	the requirements in Annex A, Statement of Work.	Performance Management and Recruitment b) Strategy for managing personnel performance (e.g. absenteeism, performance issues, arrival/departure time) including disciplinary policy (e.g. verbal/written reprimands, suspension, etc.) and ensuring timely replacement of personnel as appropriate.	Up to 10 points	
		Scheduling and Training c) Strategy for scheduling the work of resources (e.g. supervisor, cleaning personnel) and their training in methods and procedures.	Up to 10 points	
		On Call Personnel d) Capacity to provide additional (on-call) personnel for as and when requested services including periodicals and events.	Up to 10 points	
RT2	The Bidder should demonstrate the	The Bidder should describe its approach to include at minim following:	ium the	
	existence of equipment performance management processes for the equipment proposed in M4.	Equipment performance management processes The Bidder should explain their equipment performance management process(es) used to identify, track, and replace or repair affected equipment.	Up to 15 points	
RT3	The Bidder should describe its Health	The Bidder should describe its approach to include at minim following:	um the	
	and Safety Program including training of personnel that demonstrates	a) Detailed description of the Health and Safety Program including training and an injury prevention program necessary to maintain a healthy and safe working environment.	Up to 10 points	
	adherence to all health and safety regulations and measures.	b) Details on adherence to all health and safety measures pertaining to accident prevention and fire hazards recommended by National codes and/or prescribed by relevant authorities.	Up to 10 points	
RT4	The Bidder should have acquired experience in the	The Bidder should describe its approach to include at minim following:	um the	



Point Rated Technical Criteria (RT)			
#	Point Rated Technical Criteria	Bid Preparation Instructions	Weighting
	implementation and management of a Quality Control	a) Identification of Quality Control Program and why that system was chosen (e.g. ISO9001, ISO14000, continuous improvement, waste disposal, or equivalent program(s).	Up to 5 points
	Program.	 b) Describing the purpose and scope of the Quality Control Program including quality standards and guidelines for cleaning staff and inspection and reporting procedures. 	Up to 10 points
		c) The process the Bidder uses to identify and act upon non-conformance and to implement corrective action.	Up to 10 points
RT5	The Bidder should provide a detailed	The Bidder should describe its approach to include at minim following:	num the
	Transition plan outlining the steps involved to ensure the requirements in Annex A can be met within a 2 week	a) A description of the proposed transition plan, outlining the steps involved to meet the requirements in Annex A, including recruitment, a communications strategy with key contacts/ stakeholders, and personnel training processes on service standards/ procedures.	Up to 10 points
	period from the contract start date.	 b) A description of the probable start-up risks associated with meeting the requirements in Annex A, and the risk mitigation strategies it proposes to implement. 	Up to 5 points
	Maximum points available : 120		
		Minimum points required :	84
	Bidder's score :		



PART 5 - 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;

"Canada's Representative" 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;

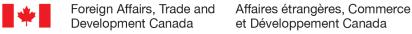
"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"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 Articles of Agreement;

- (a) General Conditions 2035 (2018-06-21)
- (b) Supplementary Conditions;
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B); and
- (e) Security Requirements Check List (Annex C);



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 Canada's Representative

Canada's Representative for this Contract is: (To be completed at Contract award)

Name: Title: Procurment Specialist Department of Foreign Affairs, Trade and Development Directorate: Mission Procurement Address: 200 Prom. du Portage, Gatineau QC, K1A 0G4 E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. 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 Canada's Representative.

5.3.2 **Project Authority**

The Project Authority for this Contract is: (To be completed at Contract award)

Name: Title: Department of Foreign Affairs, Trade and Development Directorate: Address: Telephone: E-mail address:

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 Canada's Representative.

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 Canada's Representative.

5.3.4 Management of the Contract

Subject to the other provisions of this Article, Canada's Representative 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 Canada's Representative. 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 Canada's Representative. 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 Canada's Representative.

5.3.5 Contractor's Representative



The Contractor's Representative is: (To be completed at Contract award)

Name: 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 Canada's Representative to that effect.

5.3.6 Amendment

To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative 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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

2035 (2018-06-21), *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

- **5.11.1** 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 Canada's Representative 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 Canada's Representative, within fifteen (15) working days, of all the circumstances relating to the delay and provide to Canada's Representative 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.

- **5.11.2** 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.
- **5.11.3** However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative 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.
- **5.11.4** 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 _____ to _____ inclusive. (*To be completed at Contract award*)

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 3 (three) additional 1 (one) option year period(s) 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 Canada's Representative, 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.

5.15.7 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 Canada's Representative, 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.

5.15.8 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.

5.15.9 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 *Assigned Individuals*. 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.

5.15.10 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 Canberra, Australia.

5.15.11 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.

5.15.12 Security Requirements

The following security requirements (SRCL and related clauses provided by ISP) apply and form part of the Contract.

- 5.15.12.1 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 Canadabased 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).
- 5.15.12.2 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

Foreign Affairs, Trade and Affaires ét Development Canada et Dévelop

5.15.13 Green Procurement

- **5.15.13.1** 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.
- **5.15.13.2** 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

5.17.1 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.

5.17.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed ______ AUD (To be completed at Contract award). Customs duties are excluded and Applicable Taxes are extra.

No 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 Representative 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 Representative. The Contractor must notify Canada's Representative 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 Representative a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.17.3 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.

5.17.4 Audit

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.

5.17.5 Invoicing Instructions

- **5.17.5.1** 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.
- **5.17.5.2** 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.

5.17.6 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 (2018-06-21) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.17.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2018-06-21) *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.

5.17.8 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.

5.18 SUSPENSION AND INFRACTION

5.18.1 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.

5.18.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.

5.19 INSURANCE TERMS

5.19.1 Insurance at Discretion of Contractor

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.

5.20 GOVERNANCE AND ETHICS

5.20.1 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.

5.20.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection a or b are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- a. paragraph 80(1)(*d*) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act, S.C. 1998, c. 34 (as amended), or



- Affaires étrangères, Commerce et Développement Canada
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

5.20.3 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.

5.21 DISPUTE RESOLUTION

5.21.1 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

1.0 Title

Commercial Cleaning Services at the High Commission of Canada in Canberra, Australia.

2.0 Background

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

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

3.0 Objective

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

4.0 Scope of Work

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

The Contractor will be responsible for all planning, scheduling, administration and management necessary to provide the cleaning services including recruiting and retaining qualified staff, assuring quality control, ensuring staff are trained and equipped to perform their tasks and providing quality products and equipment as specified herein to quality completion of these services. The Contractor will ensure that all work provided meets the standards specified by the High Commission in section 5.0 Tasks.

4.1 Regularly Scheduled Services

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

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

*

4.2 Periodical and On-Call Services

4.2.1 This section of the specification deals with cleaning tasks (such as periodical and on-call cleaning) that cannot be specified by the High Commission in advance, or tasks that would be uneconomical for the High Commission to specify at fixed intervals of time. These services will be performed by the Contractor on an "as and when requested" basis through the issuance of authorized Task Authorizations. The types of cleaning that may be required include (but are not limited to) the following:

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

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

4.3 Equipment, Materials and Supplies

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

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

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

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

4.3.2 The Contractor must itemize all intended cleaning equipment, materials and supplies for carrying out and executing the intended work and update this list as required. The itemized list must be in the format of APPENDIX 1 TO ANNEX A – EQUIPMENT LIST and presented to the project authority within one week from contract award, for review and approval.



5.0 Tasks

The Contractor must perform the following tasks:

Frequency: Daily

Task	Description
Work not limited to but including offices, common areas, washrooms, kitchens, windows, staircases, reception areas, conference rooms, storerooms, elevator and recreational facilities.	Interior cleaning includes mopping, disinfecting and vacuuming of floor surfaces, dusting of all furniture surfaces, leather sofas, equipment, horizontal ledges, partitions, partition tops, radiators, handrails, fans, grills, baseboards and window sills to remove all surface dirt, soil, dust,
Interior Cleaning and Dusting	spots, and streaks. Metal, limestone, or marble surfaces in all lobbies will be cleaned daily.
	Wall hanging, picture frames, clocks, fire hose cabinet to be dusted and wiped.
	The Contractor will be responsible for moving light-weight, movable furniture and equipment when required to perform cleaning. Such furniture will be restored to its original location once cleaning is complete. Unless otherwise specified, no technical or sensitive equipment (computer systems, phones, printers, photocopiers, etc.) will be moved without prior approval from the High Commission. The Contractor personnel shall not disturb paper on desks, open drawers, cabinets, use High Commission phones (except as authorized) or occupy office space for personal use.
Bathrooms and Kitchens	The Contractor shall thoroughly clean and disinfect all washroom and kitchen surfaces including floors, toilets, sinks, cupboard doors, inside/outside of microwaves and counter tops on a daily basis.
	The result shall be uniformly clean and bright surfaces with no evidence of smudges, scale, dirt, dirt film, soap film or stains. All restroom commodes, urinals, fixtures, walls and surfaces will be cleaned and disinfected utilizing approved cleaning products. All surfaces must be kept free of stains, smudges and scale.
Window Cleaning	Main entry exterior windows shall be cleaned daily.
	Interior windows in the reception area, airlock doors and glass to secure area shall be cleaned daily.



Floors	All floors, except carpeted areas, will be swept,
	wet mopped (with clean hot water) and dry buffed
	(polished) daily, to ensure they have a uniform,
	glossy appearance and are free from dirt, debris,
	dust, scuff marks, heel marks, other stains and
	discoloration and other foreign matter.
	When floors are wet during the cleaning process
	or for any spills, caution signs must be posted as
	appropriate until such a time as floors are dry and
	safe to walk on. Contractor will remove signage
	when walking on floors is safe.
Carpeted Areas and Rugs	All carpeted areas and rugs will be vacuumed free
1 3	of all loose soil and debris. Carpets and rugs will
	be spot cleaned to remove gum, stains and spots
	of ink, oil, food and liquids. Furniture or other
	equipment moved during vacuuming will be
	returned to their original positions. The Contractor
	shall ensure the entire area presents a uniform
	appearance upon completion of spot cleaning.
Trash Collection and Removal	The Contractor will collect and consolidate all
	trash from waste baskets, trash bins, and refuse
	containers, remove it from the building daily and
	deposit it in the large dumpster containers
	provided by the High Commission.
	Trash containers will be emptied and cleaned
	daily or more often as required. Waste baskets
	shall be left dry and free of sludge, dirt, deposits
	and odours and with fresh liners, provided by the
	Contractor.
Exterior Cleaning	The Contractor will be responsible for cleaning all
	outdoor areas including the front entry walkway
	by removing all trash, emptying trash receptacles,
	sweeping and raking organic materials (e.g.
	cobwebs, leaves, stones, dirt), as well as
	removing trash on a daily basis.
	Clean and polish outside signs including the main
	entrance High Commission plaque.
	The Contractor shall clean all entry exterior
	windows that do not require special equipment to
	reach, on a daily basis.
Elevator	The elevator in the Chancery will be cleaned daily.
	This includes vacuuming, dusting the walls,
	disinfecting the key pad, and polishing all metal
	surfaces.



Stairways	All floor surfaces will be swept, wet mopped (with clean hot water) and dry buffed (polished) daily. Grease and grime will be removed from stairs, handrails and baseboards on a daily basis. The Contractor will remove all marks, dirt, smudges, scuffs and other foreign matter from adjoining stairwell walls to provide or maintain a clean and uniform appearance.
Conference Rooms	Conference rooms must be vacuumed and dusted daily to ensure they are clean and ready for booked meetings.
Cleaners room	Mop floor, wash and disinfect sink, keep room litter free. Mops are to be washed clean before storing and all other equipment to be kept clean and supplies and materials neatly stored.

Frequency: Weekly

Task	Description	
Work not limited to but including offices, common areas, washrooms, kitchens, windows, staircases, reception areas, conference rooms, storerooms, elevator and recreational facilities.	Door handles will be sanitized weekly. Wall surfaces will be wiped clean. The Contractor shall perform dusting of all hard to get surfaces, furniture, doors, window ledges; light switches etc. on a weekly basis.	
Interior Cleaning and Dusting		
Bathrooms and Kitchens	Polishing of all metal surfaces (e.g. faucets, sinks, mirrors, etc.) shall be performed weekly.	
Window Cleaning	Window coverings such as blinds must be dusted weekly.	
Floors	Baseboards, corners, and wall/floor edges will also be cleaned weekly. All floor maintenance solutions will be removed from baseboards, furniture, trash bins, etc. and any seepage under objects avoided. Chairs, tables, trash bins, and other moveable items will be moved to maintain floors underneath these items. All moved items must be returned to their original and proper position upon completion.	
	When floors are wet during the cleaning process or for any spills, caution signs must be posted as appropriate until such a time as floors are dry and safe to walk on. Contractor will remove signage when walking on floors is safe.	
Guard House	The Contractor will clean the guard house on a weekly basis in accordance with the specifications detailed herein (i.e. vacuuming, surface dusting, exterior and interior glass windows and washrooms).	



Frequency: Monthly

Task	Description
Bathrooms and Kitchens	The Contractor will provide required supplies and suitable dispensers in the quantity, quality and manner that will preclude depletion prior to restocking. This shall include toilet paper, tissue boxes, paper hand towels & luncheon napkins, garbage bags and hand soap. The Contractor will use three different colour-coded cloths for the cleaning of the following to ensure there is no cross-contamination: Toilets and urinals; washroom basins and kitchen sinks; and dusting.
	Restock toiletries on a monthly basis and as required.
Trash Collection and Removal	Sanitary bins will be emptied monthly by a qualified sanitary bin sub-contractor.

Frequency: Quarterly

Task	Description
Kitchen	Clean and disinfect kitchen fridge and small bar
	fridge, quarterly.
Window Cleaning	Interior glass is defined as glass in interior partitions, walls, windows and doors. The Contractor will thoroughly clean both sides of all interior glass surfaces and associated frames, sills, sashes, glass in doors and glass in interior partitions quarterly. All glass surfaces shall be cleaned free of streaks, stains, dirt, film and foreign matter and all adjacent surfaces shall be wiped dry. The Contractor must not use any harsh or abrasive products. The Contractor will protect the surrounding area from any damage during glass cleaning operations. The Contractor will be responsible for all damage to glass during cleaning operations.
Exterior Cleaning	 The Contractor will also be responsible for general cleaning of wall surfaces (where practical), decks, patios, porches and walkways, cleaning floor surfaces, washing tables and chairs and returning outdoor furniture to its usual location on a quarterly basis. Remove cobwebs from exterior walls and windows on the whole building with an extended cobweb remover, once a quarter.



Frequency: Annually

Task	Description
Window Cleaning	Upper level windows that require special
	equipment (e.g. ladders, fall arrester equipment)
	will be cleaned on an "as and when requested"
	basis (normally once (1) time per year) authorized
	through Task Authorization. Advance notice must
	be provided to the High Commission and the
	Contractor must assure the High Commission that
	they have the required equipment to perform this
	function safely. If the Contractor wishes to bring in
	additional staff for this function, a list of these
	personnel, their ID numbers and a list of
	equipment and vehicles if required to transport
	equipment, must be provided to the High
	Commission at least 24 hours in advance.
Carpeted Areas and Rugs	The Contractor shall steam clean carpets as
	appropriate by steam or dry cleaning methods on
	an annual basis. Should carpets not be
	acceptably clean after this procedure, this is to be
	brought to the attention of the supervisor so it can
	be discussed with the High Commission for further
	action.

Frequency: As required

Task	Description
Interior Cleaning and Dusting	All wood furnishings and cabinets (shelves, desks,
	bookcases, hardware, etc.) in all offices will be
	dusted as required. Wall surfaces will also be
	done as required.
General Spot Cleaning	The Contractor will perform spot cleaning on an as needed basis. Spot cleaning includes, but is not limited to, removing or cleaning smudges, fingerprints, marks, streaks, spills, etc., from washable surfaces of all walls, partitions, vents, grillwork, doors, door guards, door handles, push bars, kick plates, light switches, light fixtures, temperature controls, and fixtures. After spot cleaning, the surface shall have a clean, uniform appearance, free of streaks, spots, and other evidence of soil.



6.0 Presentation and Conduct of Personnel and Health & Safety

6.1 Presentation and Conduct

The Contractor must ensure the following:

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

6.2 Health and Safety

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

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



7.0 Constraints

7.1 Security Constraints

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

- (a) Provide a complete list of the employees who will enter the High Commission;
- (b) Provide a copy of the employee's identity cards;
- (c) Provide the name of the Project manager and supervisors assigned to the contract and their contact information (all phone numbers and email address);
- (d) Provide a list of all vehicles required to be brought to site along with the make, model and registration plate numbers;
- (e) Parking space on the High Commission premises will be provided for 2 vehicles. Other vehicles may only enter the High Commission to drop off supplies;
- (f) The Contractor must maintain at all times a minimum roster of 3 security cleared cleaners and notify the High Commission if there are any changes to the staff required to enter the High Commission site;
- (g) Any individual required to enter the High Commission premises may be subjected to a search upon arrival and departure;
- (h) The vehicles of the Contractor or its personnel may be searched upon arrival and departure from the site;
- (i) Any individual entering the High Commission premises must handover their electronic devices such as mobile phones, smart watches to the front reception;
- No photographs are to be taken without the permission of the High Commission. Should a photograph be required, the Contractor must provide a written request 24 hours in advance to justify the purpose of the photograph(s);
- (k) The High Commission will advise which areas that is restricted and do not require cleaning services.

7.2 Dismissal and Replacement of Personnel

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

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

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

7.3 Building Emergency Incidents

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

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



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

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

7.4 Point of Contact – Project Manager

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

8.0 Schedule of Operations

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

9.0 Facilities Provided by High Commission

The High Commission will provide a small cupboard on the premises which can be used for cleaning staff to store personal items necessary to bring to the work place (e.g. clothing, shoes).

The Contractor shall assume responsibility and accountability of such facilities and take adequate precautions to prevent fire hazards, odors, and vermin. Janitorial services for this room will be the Contractor's responsibility. The Contractor must obtain approval from the High Commission prior to making any modifications or alterations to the facilities. Any such modifications or alterations approved by the High Commission will be made at the expense of the Contractor. Facilities shall be returned to the High Commission in the same condition as received, except for reasonable wear and tear. The Contractor shall be held responsible for the cost of repairs caused by negligence or abuse by their personnel.

10.0 Inspection

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



11.0 Resource Requirements

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



APPENDIX 1 TO ANNEX A – EQUIPMENT LIST

1. The Contractor must itemize all intended equipment for use on the site for carrying out and executing the intended work.

CATEGORY / ITEM #	ITEM DESCRIPTION (Make and model number, performance capabilities, age of equipment etc)	MANUFACTURER NAME	PRODUCT NAME
For example: Pressure Washer Vacuum Cleaners Etc			



ANNEX B – BASIS OF PAYMENT

Name of Bidder:	
Address:	
Contact Person:	
Phone number:	<u>()</u> -
E-mail:	
Print Name:	
Signature:	
Date:	

- a. Bidders MUST quote in Australian Dollar (AUD) firm monthly and hourly rates, as indicated in tables below, that include all costs necessary to perform the work. VAT must be indicated separately, as applicable. Failure to provide pricing for an items will render the bid non-responsive.
- b. The firm monthly and hourly rates submitted are all-inclusive and must include the cost of labour, direct materials and supplies, equipment, fringe benefits, general and administrative expenses, overhead and profit, as applicable.
- c. Travel and Living Expenses will not be paid for any part of this contract including any relocation required to perform the work, as outlines in Annex A.



SECTION 1 / INTITIAL PERIOD (24 MONTHS)

It is MANDATORY that the bidders submit firm prices/rates for all items specified below for the 2 years (Pricing schedule 1A and 1B) of the initial period. The total amount of taxes must be shown separately, if applicable.

PRICING SCHEDULE 1A			
IN	TIAL PERIOD FIR	ST YEAR (12 MON	ΓHS)
Category	Sub-total		
	A	В	C = A x B
Regular Working Hours		12	
Pricing Schedule 1A - E			

PRICING SCHEDULE 1B			
INIT	IAL PERIOD SECO	ND YEAR (12 MO	NTHS)
Category	Firm Monthly Rate	Number of Months	Sub-total
	A	В	C = A x B
Regular Working Hours		12	
Pricing Schedule 1B - Evaluated Price (VAT excluded) AUD			



SECTION 2 / FIRST OPTION PERIOD

This section applies only if the option to extend the contract is exercised by Canada.

It is MANDATORY that the bidders submit firm prices/rates for the option period 1 (Pricing Schedule 2). The total amount of taxes must be shown separately, if applicable.

PRICING SCHEDULE 2					
	OPTION PERIOD 1 (12 MONTHS)				
Category	Firm Monthly Rate	Number of Months	Sub-total		
	А	В	$C = A \times B$		
Regular Working Hours		12			
Pricing Schedule 2 - E	T excluded) AUD				



SECTION 3 / SECOND OPTION PERIOD

This section applies only if the option to extend the contract is exercised by Canada.

It is MANDATORY that the bidders submit firm prices/rates for the option period 2 (Pricing Schedule 3). The total amount of taxes must be shown separately, if applicable.

PRICING SCHEDULE 3				
	OPTION PERIC	DD 2 (12 MONTHS)		
Category Firm Number of Sub-tota Monthly Rate Months				
	A	В	C = A x B	
Regular Working Hours		12		
Pricing Schedule 3 - E				



SECTION 4 / THIRD OPTION PERIOD

This section applies only if the option to extend the contract is exercised by Canada.

It is MANDATORY that the bidders submit firm prices/rates for the option period 3 (Pricing Schedule 4). The total amount of taxes must be shown separately, if applicable.

	PRICING	SCHEDULE 4									
	OPTION PERIOD 3 (12 MONTHS)										
Category	Firm Monthly Rate	Number of Months	Sub-total								
	A	В	C = A x B								
Regular Working Hours		12									
Pricing Schedule 4 - E	valuated Price (V	AT excluded) AUD									



SECTION 5/ PRICING SCHEDULE 5:

Firm all-inclusive prices/rates including overhead, profit and all related costs for additional cleaning and/or emergency cleaning operations not described in Pricing Schedule above on an "AS AND WHEN REQUESTED" basis. Estimated numbers of hours is used for evaluation purposes and is no guarantee of volume.

LABOUR: Our firm hourly rate per qualified personnel will be:

	PRICING SCHEDU	LE 5		
	AS and WHEN (12 M	,		
Period	Qualified Staff	ESTIMATED Maximum number of hours per year	Firm Hourly Rate	Firm Annual Rate
	A		В	$C = A \times B$
Initial pariod year 1	Professional Cleaner	50		
Initial period year 1	Professional Cleaning Supervisors	10		
Initial pariod year 2	Professional Cleaner	50		
Initial period year 2	Professional Cleaning Supervisors	10		
Option pariod 1	Professional Cleaner	50		
Option period 1	Professional Cleaning Supervisors	10		
Option pariod 2	Professional Cleaner	50		
Option period 2	Professional Cleaning Supervisors	10		
Option paris d 2	Professional Cleaner	50		
Option period 3	Professional Cleaning Supervisors	10		
		тот	AL (AUD)	



TOTAL

The total amount of the tax must be shown separately, if applicable. The total will be used in the calculation of the lowest price per point defined in section 4.4 BASIS OF SELECTION.

PRICING SCHEDULE 1A Initial period, First year – Annual price	AUD
PRICING SCHEDULE 1B Initial period, Second year – Annual price	AUD
PRICING SCHEDULE 2 Option Period 1 – Annual price	AUD
PRICING SCHEDULE 3 Option Period 2 – Annual price	AUD
PRICING SCHEDULE 4 Option Period 3 – Annual price	AUD
PRICING SCHEDULE 5 "As and WHEN"	AUD
TOTAL	AUD



ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)

*

Government Gouvernement du Canada

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SECURITY REQUIREMENTS CHECK LIST (SRCL)	
LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LI	/ERS)

PART A - CONTRACT INFOR 1. Originating Government De Ministère ou organisme gou	artme	ent or Organizatio	n /	ONTRACTUE	LLE	2. Branch c	r Directorate / Direction génér	ale ou Di	rection
3. a) Subcontract Number / Nu	Alter Scould		s-traitance	3. b) Name a	nd Addres	ss of Subcon	tractor / Nom et adresse du so	ous-traita	nt
 Brief Description of Work / Commercial cleaning Services 									
5. a) Will the supplier require a Le fournisseur aura-t-il a								✓ N N	
sur le contrôle de s donne	ccès à es tec	des données tec hniques?	hniques militaires r				chnical Data Control ux dispositions du Règlement	V N N	o Ye on O
Indicate the type of access									
 a) Will the supplier and its e Le fournisseur ainsi que (Specify the level of acce (Préciser le niveau d'acc 	es em ss usi	ployés auront-ils ng the chart in Qu	accès à des rensei lestion 7. c)	gnements ou	à des bie			✓ N N	o Ye on O
 b) Will the supplier and its e PROTECTED and/or CL Le fournisseur et ses em à des renseignements ou 	employ ASSIF ployés Jàdes	ees (e.g. cleaners IED information of (p. ex. nettoyeur biens PROTÉGE	s, maintenance per r assets is permitte s, personnel d'entre ÉS et/ou CLASSIFI	sonnel) requi ed. etien) auront- ÉS n'est pas	re access Is accès à		access areas? No access to d'accès restreintes? L'accès		on 🗹 O
 c) Is this a commercial cour S'agit-il d'un contrat de n 					ge de nuit	?		✓ N N	on Ye
7. a) Indicate the type of inform	nation	that the supplier	will be required to a	access / Indiq	uer le type	e d'informatio	n auquel le fournisseur devra	avoir acc	ès
Canada			NATO	O/OTAN			Foreign / Étranger		
7. b) Release restrictions / Re	strictio	ns relatives à la c							
No release restrictions Aucune restriction relative à la diffusion			All NATO countrie Tous les pays de				No release restrictions Aucune restriction relative à la diffusion		
Not releas able À ne pas diffuser Restricted to: / Limité à :			Restricted to: / Lin	mité à :			Restricted to: / Limité à :		
Specify country(ies): / Précis	er le(s) pays :	Specify country(ie	es): / Préciser	le(s) pays	S :	Specify country(ies): / Précis	ser le(s) p	ays:
7. c) Level of information / Niv	eau d'	nformation							
PROTECTED A			NATO UNCLASS	IFIED			PROTECTED A		
PROTÉGÉA			NATO NON CLA				PROTÉGÉ A		
PROTECTED B	F		NATO RESTRIC			1	PROTECTED B		
PROTÉGÉ B			NATO DIFFUSIO		TE		PROTÉGÉ B		
PROTECTED C	T		NATO CONFIDE			1	PROTECTED C		
PROTÉGÉ C			NATO CONFIDE	NTIEL			PROTÉGÉ C		
CONFIDENTIAL			NATO SECRET			1	CONFIDENTIAL		
CONFIDENTIEL			NATO SECRET				CONFIDENTIEL		
SECRET			COSMIC TOP SE	ECRET	S. Car		SECRET		
SECRET			COSMIC TRÈS S	SECRET	L		SECRET		
TOP SECRET							TOP SECRET		
TRÈS SECRET							TRÈS SECRET		
TOP SECRET (SIGINT)		1	1.5			2.71.125	TOP SECRET (SIGINT)		
TRÈS SECRET (SIGINT)							TRÈS SECRET (SIGINT)		

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- T	of Canada	Security Classification / Classification de									
PART A (cor	tinued) / PARTIE	A (suite)									
8. Will the su Le fourniss	pplier require acces seur aura-t-il accès	s to PROTECTED and/or CLAS à des renseignements ou à des	SSIFIED COMSE s biens COMSEC	C information or assets? désignés PROTÉGÉS et/ou	CLASSIFIÉS?	No Yes Non Oui					
Dans l'affir	cate the level of se mative, indiquer le	nsitivity: niveau de sensibilité : ss to extremely sensitive INFOS	SEC information o	r assets?		Vo Yes					
Le fourniss	seur aura-t-il accès	à des renseignements ou à des	s biens INFOSEC	de nature extrêmement dél	icate?	Non Oui					
	(s) of material / Titr Number / Numéro	e(s) abrégé(s) du matériel : du document :									
		LIER) / PARTIE B - PERSONN ing level required / Niveau de c									
	RELIABILITY S		IFIDENTIAL IFIDENTIEL	SECRET SECRET	TOP SEC						
	TOP SECRET- TRÈS SECRET	SIGINT NAT	O CONFIDENTIA O CONFIDENTIA	L NATO SECRET		TOP SECRET TRÈS SECRET					
	SITE ACCESS		OCONFIDENTIE			TRES SECRET					
	Special commer	MPLACEMENTS									
	Commentaires s	spéciaux :									
		e levels of screening are identifie 3i plusieurs niveaux de contrôle				fourni.					
	nscreened personn	el be used for portions of the wo sation sécuritaire peut-il se voir	ork?			No Ves Non Oui					
		rson nel be escorted? onnel en question sera-t-il esco	orté?			No Ves Non Oui					
1.50204001.5		PLIER) / PARTIE C - MESURE		ION (FOURNISSEUR)							
INFORMAT	TION / ASSETS /	RENSEIGNEMENTS / BIENS	S								
11. a) Will th premis		red to receive and store PROTE	ECTED and/or CL	ASSIFIED information or as	sets on its site or	No Yes					
Le fou		nu de recevoir et d'entreposer s	sur place des rens	eignements ou des biens P	ROTÉGÉS et/ou						
		ed to safeguard COMSEC infor				No Yes					
PRODUCT		nu de protéger des renseigneme	ents ou des biens	COMSEC?		Non Oui					
FRODUCT											
occur a	at the supplier's site					No Yes Non Oui					
	stallations du fournis CLASSIFIÉ?	seur serviront-elles à la production	on (fabrication et/c	ou réparation et/ou modification	on) de matériel PROTÉGÉ						
INFORMAT	ION TECHNOLOG	Y (IT) MEDIA / SUPPORT RI	ELATIF À LA TEC	HNOLOGIE DE L'INFORMA	ATION (TI)						
11. d) Will the	e supplier be require	d to use its IT systems to electro	nically process, pr	oduce or store PROTECTED	and/or CLASSIFIED	No Yes					
inform Le fou	ation or data? misseur sera-t-il ten	u d'utiliser ses propres systèmes	s informatiques po			Non Oui					
rensei	gnements ou des do	onnées PROTÉGÉS et/ou CLAS	SIFIÉS?								
Dispos		link between the supplier's IT sys ectronique entre le système infor				No Yes Non Oui					
TBS/SCT :	350-103(2004/12)	Securit	v Classification /	Classification de sécurité							
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PART C - (continued) / PARTIE C - (suite) For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises. Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.

Category Catégorie		PROTECTED PROTÉGÉ		CLASSIFIED CLASSIFIÉ			ΝΑΤΟ				COMSEC					
	A	в	с	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÉS SECRET		OTECT ROTÉG B		CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRES SECRET
Information / Assets Renseignements / Bien							2									
Production	-	1				-					-	1				
IT Media / Support TI	+	+														
IT Link / Lien électronique														1		
	n du t ify th	trava lis fo e, cla	iil vis orm l assil	sé par la prése by annotating fier le présent	ente LVEF	RS est-elle and botto ire en inc	e de nature F om in the are liquant le ni	ROTÉGÉE et	ou CLAS	lassificat				[✓ No Non	

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