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CANADA'S REPRESENTATIVE

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E-Mail: internationalproposals@international.gc.ca

Request for Proposals (RFP)

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

TITLE Cleaning and maintenance of Canada to Chile	services for the Embassy	
SOLICITATION NUMBER 19-154912	DATE April 08, 2020	
PROPOSAL DELIVERY		
In order for the proposal to be valid and accepted, it must be received no later than 14:00 EDT on May 19, 2020 (as per Ottawa, Ontario) referred to as the "Closing Date".		
Only electronic copies will be accepted and received at the following e-mail address:		
internationalproposals@international.gc.ca		
Solicitation # : 19-154912		
Offer to: Foreign Affairs, Trade and Development Canada		
We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.		
Name and title of person authorized to sign on behalf of the supplier:		

Signature



Date

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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), Security Requirements Check List (Annex C).

1.2 SUMMARY

- 1.2.1 The objective of this requirement is to provide Janitorial and Commercial Cleaning Services for the Embassy of Canada to Chile 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 Embassy of Canada to Chile, Santiago of the Department of Foreign Affairs, Trade and Development (DFATD) to provide 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 (tentatively set for July 1st, 2020 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)



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

2.3 STANDARD INSTRUCTIONS

- **2.3.1** The <u>2003</u> (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:



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

2.3.6 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 Policy on Green Procurement (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 (1) 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.



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- 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

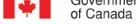
It is mandatory that the Bidder or a representative of the Bidder attend the site visit. The visit will be held at Embassy of Canada to Chile, Nueva Tajamar 481, Las Condes, Providencia, Región
Metropolitana, Chile. The date and time of site visit will be posted on later date.

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

Bidders who do not attend or send a representative will not be given an alternative appointment and their 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 **seven** 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 <u>Financial Administration Act</u>, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada. or
- c. section 462.31 (Laundering proceeds of crime) or
- d. sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal 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 **before** the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

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 <u>only</u> 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. <u>Estimates provided in Annex B – Basis of Payment are strictly for evaluation purposes and are not a guarantee under the contract.</u>

3.4 FIRM PRICE

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

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.



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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 Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

A2.1. INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION

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

A2.2. 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 Employment and Social Development Canada (ESDC) - Labour's 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.



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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



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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 Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary 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 Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation 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 Bide	der certifies that the information submitted
by the Bidder in response to Attachment 1 to Part 3 is accurate	and complete.
	
Name & Signature of Authorized Individual	Date



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 and financial evaluation criteria.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.
- **4.1.3** If the Bidder is deemed to be non-responsive / non-compliant at any time during the below two 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

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 Chilean PESO (CLP). Applicable Taxes excluded.

4.4 BASIS OF SELECTION

- 4.4.1 The A0035T (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 70 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 100 points."
 - Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that
 receives the highest number of points nor the one that proposed the lowest price will necessarily
 be accepted. The responsive bid with the lowest evaluated price per point will be recommended
 for award of a contract.



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		
N°	N° DESCRIPTION COMPLIANCE		Yes /No	Reference / Comments	
M1	Bidder's Experience The Bidder must have three years of experience within the five years prior to the bid closing date in the provision of cleaning and maintenance services acquired for similar projects.	Projects of similar size and scope are defined as follows: (a) a minimum duration of twelve consecutive months; (b) office space in a large international organization or a diplomatic mission. The following information must be provided for each project/reference: a) name of the company b) location (city, country) c) brief description of the work d) the start and end dates of the work (e.g. month / year). The bidder must provide references for each project. The information should include: a) Company Name b) Name of reference and title c) E-mail address d) Telephone number References may be contacted to verify the validity of the information provided by the			
Bidder. Experience of the The proposed supervisor must:					
M2	proposed supervisor	 a) have three years' experience within the five years preceding the closing date of the bid solicitation in the management of commercial cleaning services, including team supervision, recruitment, tasking and performance evaluation; b) Speak Spanish fluently. 			



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	Mandatory Technical Criteria			
N°	DESCRIPTION	COMPLIANCE	Yes /No	Reference / Comments
M3	Experience of the proposed full time cleaning personnel	Each proposed full time cleaning personnel must: a) Have acquired three years of experience within the five years preceding the closing date of the bid solicitation in performing commercial cleaning services similar to the requirement detailed within the Statement of Work; and b) Have experience in the use of the commercial cleaning equipment provided by the Contractor. Speak Spanish fluently For each proposed resource, the bidder must submit a detailed resume, including: i. The start and end dates for the work where the experience was gained; ii. The tasks the resource performed during each work experience; iii. A list of the equipment that was used (name and model). iv. Languages spoken		
M4	The location of the office The bidder must provide the address of their office.	The bidder must demonstrate that the company has an office within 100 kilometers of the Embassy of Canada in Santiago, Chile as specified in Annex A, Statement of Work.		





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		
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.		
This Rating Table applies to ALL Point Rated Technical Criteria.			



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	POINT RATED TECHNICAL CRITERIA (TC)			
N°	Description	Rating	Score	Reference/ Comments
	The bidder shall have experience in setting up and managing a quality control system. The technical proposal must include details on the establishment and management of the quality control system used by the			
RT2	Bidder, including the following: a) The name of the quality control system and the reason this system was chosen.	5		
	b) A description of the process used by the Bidder to identify and address instances of non-compliance and to take corrective action. The Bidder must provide a detailed example of a non-compliance that he has detected and for which he has taken corrective action to restore the situation.	5		
	The bidder shall submit a work plan			
RT3	The Bidder's technical proposal must include the following: a) A detailed work plan including the level of effort (in days and hours) broken down by type of resources, task and frequency, on an annual basis, which is required to systematically meet the requirements set out in the Annex A.	20		
	The work plan must include a description of the proposed start-up plan outlining the steps planned to meet the requirements set out in Annex A. b) A description of the likely start-up and en-route risks associated with the requirement to meet the requirements of Annex A, as well as the Bidder's proposed risk mitigation strategies.	5		
	Maximum points available :		100	
	Minimum points required :		70	
	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:

- (a) Articles of Agreement;
- (b) General Conditions 2035 (2018-06-21);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);



(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: (inserted at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

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: (inserted 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,



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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: (inserted 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 Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

5.5 GENERAL CONDITIONS

2035 (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 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.



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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	_(completed at Contract award) to	inclusive
((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 three additional one year option 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



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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
- 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 Santiago, Chile.

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



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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.

- 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

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.



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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 _____ (CLP) (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 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.



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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:
 - 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
- 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.



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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://lawslois.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.

5.21.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act, S.C. 1996, c. 16 (as amended), will, on request and consent of the parties to bear the cost of such process. participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca



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ANNEX A - STATEMENT OF WORK

1. Title

Provision of Cleaning Services to the Embassy of Canada in Santiago, Chile

2. Scope

This Statement of Work describes the tasks required to satisfy, without interruption, the cleaning services requirements of the Embassy of Canada, in Santiago, Chile, referred to as "the Mission" and at the Official Residence on an as-and-when-requested basis.

This includes routine and optional services:

- **2.1 Routine Cleaning Services** are described as the core cleaning services required by the Mission for the duration of this contract including option periods.
- **2.2 Optional Cleaning Services** are the "as-and-when-requested" cleaning services required from time-to-time in response to specific situations, needs, special events at the Mission and at the official residence.

3. Cleaning Services Specifications

3.1. Routine Cleaning Services

- **3.1.1.** This section of the specification covers the detailed requirements of the Embassy of Canada in terms of the required frequency of the Routine Cleaning Services, and the manner in which such cleaning must be undertaken. The detailed requirements given are intended to provide minimum guidelines for the work that is to be performed and are not intended to be exclusive instructions.
- **3.1.2.** Routine Cleaning Services must be undertaken at the Embassy of Canada situated at Nueva Tajamar 481, World Trade Center Building, North Tower, 12th floor, Las Condes, Santiago, Chile between the hours of 07:30 AM 17:30 PM, Monday through Thursday and on Fridays from 07:30 AM to 12:30 PM within the Chancery building. Service will not be provided on Saturdays, Sundays, and Chile's statutory holidays, unless explicitly requested by the Project Authority.
- **3.1.3.** In addition to the work outlined in the above paragraph, supervised cleaning of the secured areas of the Chancery must take place between 10:00 AM 11:00AM, Monday through Friday.
- **3.1.4.** In carrying out cleaning services, the Contractor, with due recognition of the special nature of the Embassy of Canada's business, must take care and not inconvenience the business activities of Embassy of Canada personnel.

3.2. Optional Cleaning Services (as-and-when-requested)

- **3.2.1.** This section of the specification deals with cleaning tasks that cannot be specified by the Embassy of Canada in advance.
- **3.2.2.** The optional cleaning services must be undertaken at the Embassy of Canada situated at Nueva Tajamar 481, World Trade Center Building, North Tower, 12th floor, Las Condes, Santiago, Chile and/or at the Official Residence located in Gran Vía 9097, Lo Curro, Vitacura between the hours of 07:30 AM 17:30 PM, Monday through Thursday and on



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- Fridays from 07:30 AM to 12:30 PM. Service will not be provided on Saturdays, Sundays, and Chile's statutory holidays, unless explicitly requested by the Project Authority.
- **3.2.3.** When the cleaning personnel is required to provide cleaning services at the Official Residence, transportation will be provided by the Mission from the Embassy to the Official Residence and back to the Embassy upon completion of the work.
- **3.2.4.** The following list describes the types of tasks that would be required under this "as-and-when-requested" category. The list is not exhaustive:
 - moving furniture before and after an event held at the Chancery such as tables and chairs;
 - cleaning before and after events of more than 20 people held at the Chancery;
 - cleaning before and after an event held at the Head of Mission's residence
 - cleaning representational space at Official Residence during periods of leave of Official Residence's staff.
 - general cleaning tasks of an unforeseen nature.



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Cleaning Frequencies

DAILY			
Area	Tasks		
Common area - Includes main reception area, corridors and open space offices	 Vacuum carpet; Dust and tidy table tops and counters; Clean glass surfaces, including both sides of the doors, with detergent; Bullet-proof glass must be cleaned using a solution of vinegar and water. Empty waste paper baskets and remove other wastes; and Wipe the inside and outside of waste bins/containers. Water dispenser must be cleaned and polished with a natural organic cleaner. 		
All washrooms	 Clean floor with industry recognized cleaning products; Scrub both sides of toilet seats with industry recognized cleaning products; Wipe wall tiles, clean mirrors, wipe exterior of waste bins, and spot clean; Wipe smudges off the shower glass door and enclosure; Clean both sides of doors; Wash and clean counters, including water taps; Clean sink with industry recognized cleaning products; Clean brush and brush holder; and Restock paper towels, soap dispensers, toilet paper and air freshener. Must be cleaned twice a day 		



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Offices, Conference rooms and meeting room	 Wipe desks and tables with clean dust cloth; Empty waste paper basket and remove any other waste; Replace waste baskets with new plastic bags as necessary; Wipe waste bins inside and outside as required; and Gather and tie paper and newspaper waste and keep it in the storage for removal by a recycling agency or disposal to recycling site.
Storage/supplies room	 Remove litter from rooms; Vacuum carpet; Wash mop clean before storing; and Clean and store all other cleaning materials and equipment.
Garbage and recycling containers	 Dispose of garbage in the shafts by the elevator areas; and Keep recyclable waste separately in the storage room until monthly disposal to a recycling site.
Kitchens in the operational zone and the secured area	 Vacuum floor then clean with wet mop; Wipe tables and chairs clean with water and detergent; Clean surface of cooking top with soft cloth and detergent; Clean dishes and plastic containers; Wipe the microwaves and oven clean; Change the fabric tea-towels and hand towel; Load used dishes and cutlery in dishwasher, fill with dishwasher detergent, and run the machine; and Return clean dishes to the cupboard.
Dining Area	Dust and wipe chairs and tables with water and cleaning detergent.



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WEEKLY	
Area	Tasks
Common area - Includes main reception area, corridors and open space offices	 Vacuum and mop parquet floor in the main area and clean carpet stains when//where required; Dust flag poles; Clean surfaces with industry recognized cleaning products to remove marks, smudges, etc.; and Water plants.
Offices, Conference rooms and meeting room	 Dust and clean tables, chairs, guest tables with wet cloth; Wipe filing cabinets, window sill, and shelving; Dust walls and baseboards, clean surfaces with industry recognized cleaning product as required; all door handles and light switches and remote controls must be cleaned with a germicide; Telephone must be disinfected with an antibacterial cleaner; Desk lamps must be cleaned; All free surfaces must be cleaned with wet cloth i.e. top of furniture and sides of bookcases; Clean carpet stains when//where required; Remove marks and smudges; and Water plants.
Kitchens in the operational zone and the secure area	 Decalcify the coffee machine and water boiler; Remove gum and other foreign residue from the floor; Sweep the entire floor and clean with damp mop; Clean walls and cupboards above counter area with cloth and cleaning product; Remove marks and smudges; and Clean exterior surface of refrigerator.
Dining area	Dust and wipe chairs and tables with water and cleaning detergent; and clean carpet stains when//where required;





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Waste Bins/ Recycling Containers	Must be washed and cleaned with a
	disinfectant.
Bathrooms	Ventilation Grids must be cleaned.
Storage/supplies rooms	 Vacuum or sweep floor, and then clean with wet mop.



MONTHLY			
Area	Tasks		
All storage rooms and electrical rooms	 Vacuum concrete floor and then clean with wet mop; Wipe both sides of door; and Wipe shelves and top of storage cabinet. 		
Displays Areas, Corporate Display and Display cases	Wipe and clean surfaces and inside cases.		
Common area - Includes main reception area, corridors and open space offices	Dust picture frames and clocks; andDust magazine racks with dry cloth.		
All washrooms	 Wash and disinfect wastepaper and bins including metal containers; Wash walls, appliques, and scrub floor and shower glass enclosure using a soap-less detergent containing sequestering agent to remove soap scum and rinse with clear water; and Clean handles, shower heads and other fixtures. 		
Offices, Conference rooms and meeting room	 Dust and wipe wall hangings and pictures; Cobwebs must be cleared; Rollers must be vacuumed. 		
Kitchens in the operational zone and the secure area and refrigerator in the drivers' office	Clean inside refrigerator.		

PERIODICALLY			
Area	Tasks and Frequency		
Computers	Wipe surface (including monitors) every three months.		
Lighting	Clean ceiling lamps at least once a year.		
Interior Windows	Clean glass every three months.		
Kitchen	Defrost the freezer compartment of three refrigerators twice a year.		
Storage room and closets	Deep cleaning of floors and clean shelves		



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AS-AND-WHEN-REQUESTED SERVICES	
Area	Tasks
Walls	Thorough cleaning to remove all scuff marks, dirt, and smudges in all areas of Chancery, including hallways, offices, kitchen, storage rooms and electrical rooms.
Emergency Fire Equipment	Dust and clean Fire Equipment.

4. Quality Standards

4.1. General

- **4.1.1.** The Contractor must, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the cleaning work and may be required to provide samples of materials from the stock for testing purposes.
- **4.1.2.** The Contractor must ensure that all equipment used to perform the work is in good working condition. The Project Authority reserves the right to have any equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor is responsible for supplying the replacement equipment. All equipment must be of a commercial type.
- **4.1.3.** The Contractor must store and handle all chemicals and cleaning products in a safe and responsible manner.
- **4.1.4.** The Embassy of Canada will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought or left in the Chancery and/or Embassy of Canada grounds.
- **4.1.5.** Any defects which cannot be corrected immediately must be reported verbally as soon as possible to the Project Authority. Any blockages in pantries, kitchens, or washrooms must be reported immediately to the Project Authority.
- **4.1.6.** Environmentally friendly cleaning products and materials should be supplied and used for cleaning purposes in the embassy premises by the Contractor when available.
 - 4.1.6.1. The Project Authority may, at its sole discretion and without notice, verify that the cleaning products used by the Contractor and its personnel in performance of the work are marked with an ecolabel or otherwise identified as safe for the environment.
 - 4.1.6.2. Any product deemed not meeting the Project Authority's environmental standards must be replaced by an equivalent product which does, at the Contractor's sole expense within a period of time approved by the Project Authority.

4.2. Custodial Supply/Storage Room

4.2.1. The Embassy of Canada will provide the Contractor with permanent storage space. These rooms contain space to store equipment and cleaning products. The Contractor also has access to a maintenance and supply rooms for cleaning staff. Floors must be clean and free of debris. Mop buckets must be empty and odourless. There must be no household waste, garbage or empty containers in the cleaning rooms. These premises must not be used for eating in by the Contractor's staff.



4.3. Floors

- **4.3.1.** Chairs, waste paper baskets, and other office items must not be placed on desks or tables during cleaning operations.
- **4.3.2.** Care must be taken not to allow cleaning solutions to leak under furniture legs, filing cabinets or partitions.
- **4.3.3.** When sweeping, there must be no dirt, trash, or other matter left in corners or under furniture, or behind doors. Floors must be free of dust film. There must be no dust left where sweepings were picked up. Furniture and equipment must be returned to their original location after the sweeping operations.
- **4.3.4.** When wet mopping, all mopped areas must be clean and free of surface stains, mop streaks, and loose mop strands. Walls, baseboards, and other surfaces must be free of water marks and splashing.
- **4.3.5.** When vacuum cleaning, carpets and rugs must be free from dust and other dirt. Floor areas under the immediate area of rugs must be free of dirt and dust. Bare floors around rugs must be clean. Dirt must not be left in corners, under furnishings, behind doors, or other items. All furniture and equipment must be returned to their original locations after vacuuming.

4.4. Glass Cleaning

4.4.1. Plate/cover glass, tables, doors, and display unit glass must be clean on both sides and free of water marks. Band, sill, and stool must be clean and free of water or streak marks. Items moved during cleaning operations must be returned to their original locations.

4.5. Light Fixtures

4.5.1. Light fixtures must be free of dust, spider webs and insects. Dirt must not be left on furniture or floors beneath fixtures. Once washed, light fixtures must be clean and free from streaks. Water marks resulting from the cleaning of light fixtures must not appear on furniture or floors.

4.6. Room Cleaning

- **4.6.1.** When dusting, furniture must be free of dirt, finger marks, and stains. Baseboards, radiators, grills, window sills, and other fixtures must be free of dust. Corners and crevices must be free of dust. Papers and files left on furniture must not be disturbed or touched by the cleaning staff.
- **4.6.2.** When wiping mirrors and all other glass and smooth surfaces, they must be clean and free of dust, dirt streaks, finger marks, and spots.
- **4.6.3.** When removing waste, all paper and waste bins must be emptied and surfaces of bins must be wiped clean.

4.7. Garbage Area

4.7.1. Floors must be clean and free of dirt and litter. Recyclable and non-recyclable materials must be stored separately. Empty garbage containers must be clean and free of odours.

4.8. Washrooms

- **4.8.1.** All sanitary bins must be free of odours, spots, stains, and finger marks.
- **4.8.2.** All supplies dispensers must be filled.
- **4.8.3.** When cleaning fixtures, all surfaces of sinks, counters, and all exposed piping must be free of dust, dirt spots, and stains.



- **4.8.4.** All surfaces of toilet seats and bowls must be disinfected.
- **4.8.5.** Water taps must be free of stains, soap build-up, and dust.
- **4.8.6.** Mirrors must be clean and free of streaks and water marks.
- **4.8.7.** Walls must be free of dust, hand and finger marks, water streaks, mop marks, and stains.

4.9. Rubbish Removal

- **4.9.1.** The Contractor must prevent accumulation of wastes which create hazardous conditions.
- **4.9.2.** The Contractor must not dispose of volatile waste liquids in storm or sanitary drains. The Contractor must store volatile wastes in covered metal containers and remove from premises daily.
- **4.9.3.** There must be adequate ventilation during use of volatile or noxious substances.
- **4.9.4.** The Contractor must remove grease, dirt, stains, labels, fingerprints and other foreign materials from exposed interior and exterior surfaces of the garbage bins.
- **4.9.5.** The Contractor must remove and dispose all dirt and waste from the Mission Property.
- **4.9.6.** Any garbage considered for recycling must be turned over to the Embassy.

5. Human Resources

5.1. Cleaning Staff

5.1.1. The Contractor must provide two security vetted cleaner to the Chancery preferably a representative of both genders (one man and one woman). The Contractor must not change the staff without prior approval of the Project Authority. Only security cleared workers must be allowed to work under this Contract. The Contractor must be fully responsible for his / her employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.

5.2. Replacements

5.2.1. The Contractor must maintain a pool of adequately screened staff (at least two) to be used as replacements in the event of sickness, vacation/other leave, additional services, and disciplinary actions.

5.3. Supervisor

- **5.3.1.** The Contractor must appoint a Supervisor who will act as the liaison between the Contractor and the Project Authority.
- **5.3.2.** The Supervisor must:
 - 5.3.2.1. Handle all administrative details of the account and respond to any queries or complaints from the Project Authority (or delegates) in a timely manner; and
- **5.3.3.** Regular communications and a monthly meeting between the Supervisor and the Mission must be scheduled at the beginning of the Contract and include a monthly survey on the level of satisfaction with the services provided to Mission staff. The Contractor and the Mission must meet at least twice a year to discuss service levels, unless both parties agree, in writing and in advance of the scheduled date, that such a meeting is not necessary.
- **5.3.4.** The Supervisor appointed by the Contractor must be responsible for the day-to-day operations within the scope of services mentioned.

5.4. Inspection



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The Contractor must supervise its personnel and carry out regular inspections of the work in accordance with this Statement of Work. The Project Authority may also carry out routine and random inspections. Any material defect must be immediately considered by the Contractor and corrected within a period of time approved by the Project Authority. The Contractor must maintain a work record that must include a checklist listing the tasks identified in the Statement of Work.

5.5. Uniforms

The Contractor must provide, at its own expense, uniforms including footwear, to its employees that clearly identify them as cleaners employed by the Contractor. The Contractor must ensure that its employees are properly dressed and that their passes are clearly visible at all times.

5.5 Health and safety

- **5.5.1.** The Project Authority reserves the right to decide that a device is dangerous, unsuitable or defective and to remove it from service.
- **5.5.2.** The Contractor must provide training to all personnel involved in the performance of the work under this Contract, including the proper handling, use and disposal of cleaning products, including disinfectants.
- **5.5.3.** The Contractor will be responsible for all damages to the Building and to the property of Canada, Embassy personnel and visitors or neighbours as a result of the action of its employees.
- **5.5.4.** If it is proven that a breakdown/loss of material was because of negligence on part of the Contractor or its staff, as per the terms and conditions of this Contract, the material must be repaired or replaced by the Contractor at its own cost.
- **5.5.5.** Proper measures must be taken to see that the equipment of the Mission is protected against dust, physical damage and contamination by maintaining high standards of sanitation practices and personal hygiene and ensuring proper tools and skills are employed for provision of requisite services.

5.6. Additional Conditions

- **5.6.1.** The Contractor must ensure that cleaning staff project a positive image. The attitude of the employees and/or representatives of the Contractor, through their politeness and knowledge, is an essential factor in this positive image.
- **5.6.2.** The Contractor must abide by the rules and regulations which the Embassy may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of its employees and visitors.
- 5.6.3. The Contractor alone must be responsible for the conduct, behaviour and discipline to be maintained at workplace and its environment thereof in respect of the personnel engaged or hired by the Contractor. In case of any misconduct which may or may not involve financial loss or burden on the Mission, the Contractor alone must take suitable action against such personnel in consultation with Project Authority but the latter must not be responsible and or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor must remove and substitute any worker if the Project Authority so directs.
- 5.6.4. The Contractor must prepare simple to use, yet detailed work schedules for use by the contract cleaning staff. These schedules must list the Embassy's daily and weekly routine and periodic cleaning. These schedules must give the dates for periodic cleaning tasks. These schedules are to be examined and approved by the Project Authority prior to commencement of the contract.
- **5.6.5.** The Contractor must show upon request, as well as present at the end of each month, a personnel attendance control list to the Administrative Department of the Embassy.
- **5.6.6.** The Contractor must respect the system of holidays decreed by the Canadian Government for its diplomatic missions abroad. Canada will not recognize higher or



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- additional costs, nor will it request rebates, when the Canadian and local holidays do not coincide.
- **5.6.7.** The contractor must insure all personnel associated with this contract against accidents and property damage and will agree to indemnify the Mission against any contingency in this respect.
- **5.6.8.** The Contract must comply with all necessary social security and tax payments for its personnel.
- **5.6.9.** The Contract must punctually pay salaries comparable to other embassies cleaning staff, as well as any bonuses or any extra payments due to the personnel involved in the cleaning of the Embassy
- **5.6.10.** The Contract must show proof of these payments if so required by the Mission.

6. Use of Products and Equipment

- **6.1.** The Contractor must use only environmental friendly and biologically degradable products and equipment. All cleaning products used must not have an objectionable odour, as deemed by the Project Authority.
- **6.2.** A stock of products must be maintained and replenished regularly. Equipment must be replaced, as required, with no impact on the performance of the work.
- **6.3.** The Contractor must provide a list of monthly quantities of all cleaning materials expected to be delivered to the Embassy.
- **6.4.** The Contractor must use cleaning products and solutions which are appropriately adapted to clean the surfaces and equipment, as outlined throughout this Statement of Work.

7. Equipment and Supplies

- **7.1.** The Embassy of Canada will supply toilet paper, paper towels, hand sanitizer and dish cloths.
- 7.2. All other equipment and supplies to be used for cleaning must be provided by the Contractor. These items include brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet), floor scrubbers, polishers, buffers, buckets, mop tank-wringers, liquid soap, powder soap, sanitary/plastic waste disposal bag, detergents, metal polish, glass cleaners, rags, disinfectant, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services. All supplies and equipment are to be of a high quality and commercial/industrial grade as approved by the Project Authority.





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ANNEX B - BASIS OF PAYMENT

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

- a. Bidders MUST quote in Chilean Peso (CLP) 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 INITIAL PERIOD FIRST YEAR (12 MONTHS)					
Category Firm Number of Sub-total Monthly Rate					
	A	В	C = A x B		
Routine Cleaning Service		12			
Pricing Schedule 1A - Evaluated Price (VAT excluded) CLP					

PRICING SCHEDULE 1B INITIAL PERIOD SECOND YEAR (12 MONTHS)					
Category Firm Number of Monthly Rate Months Sub-total					
	A	В	C = A x B		
Routine Cleaning Service		12			
Pricing Schedule 1B - Evaluated Price (VAT excluded) CLP					



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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 PERIOR	D 1 (12 MONTHS)				
Category Firm Number of Monthly Rate Months Sub-total						
	А	В	$C = A \times B$			
Routine Cleaning Service		12				
Pricing Schedule 2 - Evaluated Price (VAT excluded) CLP						



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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 PERIO	DD 2 (12 MONTHS)			
Category Firm Number of Sub-total Monthly Rate					
	А	В	C = A x B		
Routine Cleaning Service		12			
Pricing Schedule 3 - Evaluated Price (VAT excluded) CLP					



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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 PERIO	OD 3 (12 MONTHS)				
Category Firm Number of Monthly Rate Months Sub-total						
	А	В	C = A x B			
Routine Cleaning Service		12				
Pricing Schedule 4 - Evaluated Price (VAT excluded) CLP						



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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 SCHEDULE 5					
Opti	Optional Cleaning Services (as and when requested) (12 MONTHS)				
Period	Qualified Staff number of H		Firm Hourly Rate	Firm Annual Rate	
	A		В	$C = A \times B$	
Initial period year 1	Professional Cleaner	100			
Initial period year 2	Professional Cleaner	100			
Option period 1	Professional Cleaner	100			
Option period 2	Professional Cleaner	100			
Option period 3	Professional Cleaner	100			
	TOTAL (CLP)				



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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	CLP
PRICING SCHEDULE 1B Initial period, Second year – Annual price	CLP
PRICING SCHEDULE 2 Option Period 1 – Annual price	CLP
PRICING SCHEDULE 3 Option Period 2 – Annual price	CLP
PRICING SCHEDULE 4 Option Period 3 – Annual price	CLP
PRICING SCHEDULE 5 "Optional Cleaning Services"	CLP
TOTAL	CLP



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ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

	ouvernement u Canada	nt Contract Number					r / Numéro du contrat					
Security Classification / Classification						ié						
PART A - CONTRACT INFORMATION	E DE VÉRIFICATION DES EXI ON / PARTIE A - INFORMATION C	GENCES RELAT	IVES À LA SÉ	CURITÉ (LVERS)								
			110000000000000000000000000000000000000	r Directorate / Direction génér	ale ou	Direct	lion					
		3. b) Name and Add		tractor / Nom et adresse du so	us-tra	itant						
0.00												
: [16] : [4] (14] : [16] [16] [16] [16] [16] [16] [16] [16]	네 과 교기를 맞는 이번 그리고 있는 것이 되었습니다. 그리고											
					V	No		Yes				
		a subject to the pro-	Joinne of the To	obalical Data Control		200000	=	Oui				
Regulations? Le fournisseur aura-t-il accès à	des données techniques militaires n				1	Non		Oui				
Indicate the type of access require	ed / Indiquer le type d'accès requis							1				
Le fournisseur ainsi que les emp (Specify the level of access usin	ployès auront-ils accès à des rensei og the chart in Question 7. c)	gnements ou à des	Dinformation or biens PROTÉGE	assets? ÉS et/ou CLASSIFIÉS?	1	No Non		Yes Oui				
 b) Will the supplier and its employe PROTECTED and/or CLASSIFI Le fournisseur et ses employés 	ees (e.g. cleaners, maintenance per ED information or assets is permitte (p. ex. nettoyeurs, personnel d'entre	sonnel) require acce d. etien) auront-ils acce	s à des zones d			No Non	1	Yes Oui				
5. c) Is this a commercial courier or d	felivery requirement with no overnig	ht storage?	00000		1	No Non		Yes Oui				
7. a) Indicate the type of information	that the supplier will be required to a	access / Indiquer le t	ype d'informatio	n auquel le foumisseur devra	avoir a	accès						
Canada	NATO)/OTAN		Foreign / Étranger								
7. b) Release restrictions / Restriction		2/- 12										
No release restrictions Aucune restriction relative à la diffusion				No release restrictions Aucune restriction relative à la diffusion								
Not releasable A ne pas diffuser					_							
Restricted to: / Limité à ;	Restricted to: / Lir	nité à :		Restricted to: / Limité à ;								
Specify country(ies): / Préciser le(s)	pays: Specify country(is	s): / Préciser le(s) p	ays:	Specify country(ies): / Précis	er le(s) pays						
7. c) Level of information / Niveau d'in	nformation):								
PROTECTED A		601/070000000	65,000/6	PROTECTED A		195	120					
			110.00		-							
			150000									
				THE RESERVE AND ADDRESS OF THE PARTY OF THE	F							
TO CONTRACT TO CON		CO-00110101010101010101010101010101010101	120000000			27 10		100				
			A. L. S. S. S.	CONFIDENTIAL								
	NATO SECRET	- [Rolling	CONFIDENTIEL								
SECRET		CRET	102806	SECRET		100		1				
THE PROPERTY OF THE PROPERTY O		34334 CETAL-0	10 Table	SECRET								
				TOP SECRET								
TRÊS SECRET				TRÉS SECRET				199				
TOP SECRET (SIGINT)				TOP SECRET (SIGINT)				143				
Le fournisseur aux-a-l'al accès à des marchandises contrôlèes? No Nill inte supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control 5, b) Will the supplier aux-a-l'al accès à des données techniques? I indicate the type of access required / indiquer le type d'accès requis S. a) Will the supplier and its employees require access to PROTECTED andior CLASSIFIED information or assets? Le fournisseur ainsi que les employes aurorit-its accès à des senseignements ou à des blens PROTEGES at/ou CLASSIFIES? (Spoul) the elevel of access using the chart in Cuestion 7, c) (Spoul) the elevel of access using the chart in Cuestion 7, c) (Defouter le niveau d'accès en utilisant le tibileau qui se found à la question 7, c) (PROTECTED andior CLASSIFIED information or assets) Non Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auroni-ils accès à des zones d'accès restreintes? L'accès à des remangiements ou à des bines PROTEGES et vou CLASSIFIES n'et permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auroni-ils accès à des zones d'accès restreintes? L'accès à des remangiements ou à des bines PROTEGES et vou CLASSIFIES n'et permitted. Se pli it is a commercial ocurier of delivery requirement with no overnight storage? Segli-it d'un contrat de messagerie ou de livraison commercial sorage? Non To a) indicate the type of information that the supplier will be required to access / indiquer to type d'information auquel le fournisseur devra avoir accès. Canads NATO / OTAN Foreign / Étranger Tous lesse restrictions / Restriction relatives à la offlusion Not release restrictions / Restricted to: / Limité à: Specify country(ies): / Préciser le(s) pays : Specify country(6							
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_		50.50	1	Security Classifica	tion / Classification de sécurité
			-		
Le fournisse If Yes, indic Dans l'affirm	our aura-t-il accès ate the level of ser native, indiquer le	à des renseigneme nsitivity: niveau de sensibilit	é :	ésignés PROTÉGÉS et/ou CLAS	
			sitive INFOSEC information or a ints ou à des biens INFOSEC de	issets? e nature extrêmement délicate?	No Non Oui
	i) of material / Titre lumber / Numéro d	e(s) abrêgé(s) du m du document :	atériel :		
			PERSONNEL (FOURNISSEUR Niveau de contrôle de la sécurit		
1	RELIABILITY ST	TATUS	CONFIDENTIAL CONFIDENTIAL	SECRET SECRET	TOP SECRET TRÊS SECRET
	TOP SECRET- TRÉS SECRET		NATO CONFIDENTIAL NATO CONFIDENTIEL	NATO SECRET NATO SECRET	COSMIC TOP SECRET COSMIC TRÊS SECRET
	SITE ACCESS ACCÈS AUX EN	MPLACEMENTS			
	Special commen Commentaires s				
	REMARQUE: S	plusieurs niveaux	are identified, a Security Classifi de contrôle de sécurité sont req	cation Guide must be provided. juls, un guide de classification de	e la sécurité doit être fourni.
		el be used for portio ation sécuritaire pe	ns of the work? ut-il se voir confier des parties o	du travail?	✓ No Yes Non Oui
		sonnel be escorted annel en question s			No Yes Non Oul
			- MESURES DE PROTECTIO	N (FOURNISSEUR)	
INFORMATIO	ON/ASSETS /	RENSEIGNEMEN	ITS / BIENS		
premise	\$7			SIFIED information or assets on prements ou des biens PROTÉG	NonOui
CLASSI	FIÉS?	****************		promotion of the desire in the fact	20 0000
			MSEC information or assets? enseignements ou des biens Co	OMSEC?	✓ Non Yes Out
PRODUCTIO	IN .				
occur at Les insta	the supplier's site of	or premises?		ED and/or CLASSIFIED material éparation et/ou modification) de m	V Non Oui
INFORMATIO	N TECHNOLOGY	(IT) MEDIA / SU	JPPORT RELATIF À LA TECHN	OLOGIE DE L'INFORMATION (T	ri)
informati Le fourni	on or data? sseur sera-t-il tenu	d'utiliser ses propre		ice or store PROTECTED and/or (aiter, produire ou stocker électroni	Non Oui
Disposer			olier's IT systems and the governi stème informatique du fournisse	ment department or agency? ur et celui du ministère ou de l'age	No Yes Oui

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attachments Dans l'affirm	(e.g. ative	SE , cla	CRE	by annotating T with Attach lier le présen ité » au haut	nments). t formula	ire en ind	liquant le ni	reau de sécu	rité dans	la case i	ntitul	άα				

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