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Request for Proposal (RFP)

PERFORMANCE OF THE WORK DESCRIBED
IN THE STATEMENT OF THE DRAFT
CONTRACT.

Title Cleaning Services for the Embassy of Canada in the Philippines	
Solicitation no. 22-202140	Date April 7, 2022
Proposal Delivery In order for the proposal to be valid, it must be received no later than 2pm EDT (Ottawa, Ontario time) on May 10 th , 2022. This date is referred to herein as the "Closing date". Only electronic copies will be accepted and received at the following email address: internationalproposals@international.gc.ca Solicitation #: 22-202140	
Offer to: Department of 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 and services 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



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 3

1.1 INTRODUCTION..... 3

1.2 SUMMARY 3

1.3 CONTRACT DOCUMENT..... 3

1.4 INTERPRETATION..... 3

PART 2 - BIDDER INSTRUCTIONS 5

2.1 LANGUAGE OF BIDS 5

2.2 REFERENCE CLAUSES..... 5

2.3 STANDARD INSTRUCTIONS..... 5

2.4 SUBMISSION OF BIDS..... 6

2.5 BIDDER'S CONFERENCE AND/OR SITE VISIT – MANDATORY 7

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS 8

2.7 APPLICABLE LAWS 8

2.8 ENTIRE REQUIREMENT..... 8

2.9 DEBRIEFINGS..... 8

2.10 CHALLENGES..... 8

2.11 NO PROMOTION OF BIDDERS INTEREST..... 8

2.12 LEGAL CAPACITY..... 9

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT..... 9

PART 3 - BID PREPARATION INSTRUCTIONS 10

3.1 BID PREPARATION INSTRUCTIONS..... 10

3.2 TECHNICAL BID INSTRUCTIONS..... 10

3.3 FINANCIAL BID INSTRUCTIONS 10

3.4 FIRM PRICE 10

3.5 FIRM HOURLY RATES 10

3.6 CERTIFICATIONS 11

ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 12

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION..... 15

4.1 EVALUATION AND SELECTION 15

4.2 TECHNICAL EVALUATION..... 15

4.3 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA..... 15

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA..... 16

ATTACHMENT 2 TO PART 4 - TECHNICAL PROPOSAL TABLES 19

PART 5 - RESULTING CONTRACT CLAUSES..... 21

5.1 DEFINITIONS 21

5.2 PRIORITY OF DOCUMENTS..... 21

5.3 AUTHORITIES AND COMMUNICATION 22

5.4 STANDARD CLAUSES AND CONDITIONS 23

5.5 GENERAL CONDITIONS 23

5.6 ENTIRE AGREEMENT..... 23

5.7 APPLICABLE LAWS 23

5.8 NUMBER AND GENDER..... 23

5.9 POWERS OF CANADA / STATE IMMUNITY..... 23

5.10 TIME OF THE ESSENCE 23

5.11 EXCUSABLE DELAY 24

5.12 SEVERABILITY 24

5.13 SUCCESSORS AND ASSIGNS 24

5.14 SURVIVAL..... 24

5.15 PERFORMANCE OF THE WORK..... 24

5.16 CERTIFICATIONS 27

5.17 HEALTH AND SAFETY..... 27

5.18 PAYMENT TERMS 27

5.19 SUSPENSION AND INFRACTION 28

5.20 INSURANCE TERMS..... 28

5.21 GOVERNANCE AND ETHICS..... 28

5.22 DISPUTE RESOLUTION..... 30

ANNEX A - STATEMENT OF WORK..... 31

ATTACHMENT 1 TO ANNEX A - SERVICE AUTHORIZATION FORM 45

ANNEX B - BASIS OF PAYMENT 46

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) 48

ANNEX D - COVID-19 VACCINATION REQUIREMENT CERTIFICATION 51



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The RFP is divided into 5 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 Request for Proposal;
- 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, and Attachment 2 to Part 4 includes the Technical Proposal Tables

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Security Requirements Check List (Annex C) and covid-19 vaccination requirement certification (Annex D).

1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada in Manila, Philippines, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide cleaning services as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for June 1, 2022, 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.
- 1.2.3 The requirement may be subject to the provisions of the:
 - Canadian Free Trade Agreement (CFTA)
 - Canada - Chile Free Trade Agreement
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - Canada - Columbia Free Trade Agreement
 - Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
 - Canada - Honduras Free Trade Agreement
 - Canada - Korea Free Trade Agreement
 - Canada - Panama Free Trade Agreement
 - Canada - Peru Free Trade Agreement
 - Canada - UK Trade Continuity Agreement (Canada-UK TCA)
 - Canada - Ukraine Free Trade Agreement
 - World Trade Organization - Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENT

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" is an offer to provide services or supply goods as a result of a solicitation, it also 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; 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.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

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

2.2 REFERENCE CLAUSES

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

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

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

NOTE: 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 [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25), 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 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

2.3.4 Subsection 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 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:

- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6

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

This subsection is deleted in its entirety and is hereby replaced by the following:

A 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 bid has been received at the location stipulated on page one (1).



2.3.7 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 BIDS

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids must NOT be sent directly to Canada's Representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

The e-mail address indicated on page one (1) of the RFP is for the purpose of bid submission and enquiries concerning that RFP. No other communications are to be forwarded to this address.

2.4.2 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 bid 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 bid 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 RFP also be identified.

2.4.3 Canada requires that each bid, 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 bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.4 It is the Bidder's responsibility to:

- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
- (b) prepare its bid in accordance with the instructions contained in the RFP;
- (c) submit by closing date and time a complete bid;



- (d) send its bid only to the address specified on page 1 of the RFP;
- (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
- (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.

2.4.5 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.

2.4.6 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.

2.4.7 A bid cannot be assigned or transferred in whole or in part.

2.5 BIDDER'S CONFERENCE AND/OR SITE VISIT – MANDATORY

Due to the physical distancing measures to be applied on the premises, **only 1 representative** per Bidder may participate at the site visit and conference.

- **Site Visit**

It is mandatory that the Bidder or a representative of the Bidder attend the conference and a site visit. It will be held at the Embassy of Canada, RCBC Plaza Tower 2, level 8, 6819 Ayala Ave., Makati City, Philippines on April 19, 2022 and will begin at 08:00am, (Manilla, Philippines local time).

- **Conference**

Upon completion of the site visit, Bidders will be invited to move to the Embassy's conference room to take part in the Bidders' conference which will begin at 9:00am, Manila, Philippines local time.

Due to the physical distancing measures in place and to allow a second company representative to participate in the conference, the conference will be available virtually* via the Webex application.

Coordinates to the virtual conference will be emailed to the bidder following confirmation of their participation in the site visit and conference.

Bidders are requested to confirm their attendance with Canada's Representative **no later than 3 working days before** the conference and site visit and provide the name(s) 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 conference and site visit.

Bidders who do not attend or send a representative to the conference and site visit 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 Bidder's conference and/or site visit will be included as an amendment to this RFP.

***Note that participation in the virtual conference by the bidder or their representative will not be considered as a participation in the mandatory site visit or conference.**

Please note, any travel and other costs associated with attending a Bidders' conference and/or a site visit form part of "Bid Costs" as per [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.



2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, 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 5 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2** Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.6.3** Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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

2.11 NO PROMOTION OF BIDDERS INTEREST

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



2.12 LEGAL CAPACITY

The Bidder must have the legal capacity to contract. If the Bidder is a sole proprietorship, a partnership or a corporate body, the Bidder must provide, if requested by Canada's Representative, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to Bidders submitting a proposal as a joint venture.

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

- (a) paragraph 80(1)(d) (*False entry, certificate or return*), subsection 80(2) (*Fraud against Her Majesty*) or section 154.01 (*Fraud against Her Majesty*) of the [Financial Administration Act](#); or
- (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](#); 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](#); or
- (d) section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#); or
- (e) section 239 (*False or deceptive statements*) of the [Income Tax Act](#); or
- (f) section 327 (*False or deceptive statements*) of the [Excise Tax Act](#); or
- (g) section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#); or
- (h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#); or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

Section I: Technical Bid
Section II: Financial Bid
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.

Section I: to be labeled "Technical Bid":

3.2 TECHNICAL BID INSTRUCTIONS

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.

Section II: to be labeled "Financial Bid":

3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with Annex B – Basis of Payment. Prices must appear in Section II **only** and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration. All the information required in the Financial Bid should appear in a separate document and should be identified as the Financial Bid. Financial Bids will only be opened after the evaluation of the Technical Bid is completed.

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

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in **Philippine Pesos (PHP)** on the attached form Financial Bid 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 Bid (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 **Philippine Pesos (PHP)** on the attached form Financial Bid 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 Bid (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.

Section III: to be labeled "Certifications":

3.6 CERTIFICATIONS

Bidders must submit the certifications required under ATTACHMENT 1 TO PART 3 – CERTIFICATIONS.



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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2 STATUS AND AVAILABILITY OF RESOURCES

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

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.



A2.3 EDUCATION AND EXPERIENCE

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

A2.4 FORMER PUBLIC SERVANT

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

DEFINITIONS

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

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

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

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

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

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

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

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



WORK FORCE ADJUSTMENT DIRECTIVE

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

If so, the Bidder must provide the following information:

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

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

A2.5 COVID-19 VACCINATION REQUIREMENT

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The successful Bidder must ensure that the COVID-19 Vaccination Requirement Certification (Annex D) is true and accurate for the entire duration of the contract.

CERTIFICATION STATEMENT

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

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 evaluation criteria.

4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

Mandatory technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION – MANDATORY TECHNICAL CRITERIA

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1. 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°	Description	Compliance	Yes/No	Reference/Comments
M1	<p>Bidder's Corporate Profile</p> <p>The Bidder must be registered as a provider of commercial cleaning services with appropriate authorities in the Philippines.</p> <p>The Bidder proponent must have a permanent office in Manila, staffed with permanent employees to be eligible for this contract. Proponents should include a copy of their business license to operate.</p>	<p>The Bidder must demonstrate this by providing the following documents:</p> <ul style="list-style-type: none"> a) A copy of the Company's business license; b) The Company's address in Manila, Philippines; c) A company profile including the following information: <ul style="list-style-type: none"> • <i>Key contact persons; and</i> • <i>Telephone, fax numbers and email addresses;</i> 		
M2	<p>Bidder's Experience</p> <p>The Bidder must have a minimum of 3 years of experience in providing cleaning services acquired within the 5 years preceding the bid closing date, for projects similar in size and scope to those listed in Annex A - Statement of Work.</p> <p>Projects of similar size and scope are defined as follows:</p> <ul style="list-style-type: none"> • Minimum duration of 12 consecutive months ; • Whose annual contract value is at least 1,500,000.00PHP (without taxes); • A minimum of 2,000 square meters (m²), and; • Executed in a strict security context such as for embassies, international organizations, public institutions and/or banking institutions. <p>Bidders are encouraged to use the tables provided in</p>	<p>In order to highlight the required experience, the Bidder must provide a minimum of 2 past/present projects where experience has been acquired. The following information must be provided for each project:</p> <ul style="list-style-type: none"> a) Location (city, country); b) Title of the contract; c) Duration of services (mm/yy to mm/yy); d) Size of the cleaning area in square meters (m²); e) Working hours; f) A brief description of the scope of services provided, and; g) A minimum of 2 certificates or letters of references from previous clients who meet the requirements of similar size and scope, issued within the 5 years preceding the bid closing date. <p>The Bidder must provide references for each project. The information must include:</p> <ol style="list-style-type: none"> 1. Name of the client company; 2. Name and title of the reference; 3. Email address; and, 		



	<p>Attachment 2 to Part 4 (Technical Proposal Tables) to provide the required information.</p>	<p>4. Telephone number.</p> <p>References can be contacted to verify the validity of the information provided by the bidder. If the verification of the information does not meet the requirements, the bid may be declared non-responsive.</p>		
<p>M3</p>	<p>Experience of the proposed team leader (Supervising Cleaner)</p> <p>The Supervising Cleaner must have 3 years of experience within the 7 years preceding the bid closing date highlighting their experience in the following areas:</p> <ul style="list-style-type: none"> • Supervision and management of cleaning teams. • Must be able to communicate in writing and verbally in French and/or in English in a functional manner. <p>Bidders are encouraged to use the tables provided in Attachment 2 to Part 4 (Technical Proposal Tables) to provide the required information.</p>	<p>In order to highlight the required experience, the bidder must provide a minimum of 1 past/present projects where the proposed Supervising Cleaner's experience has been acquired. The following information must be provided for each project:</p> <ol style="list-style-type: none"> a) Location (city, country); b) Title of the contract; c) Duration of services (mm/yy to mm/yy); d) A brief description of the scope of the roles and responsibilities as well as the tasks performed by the proposed Supervising Cleaner. e) The Bidder must confirm by yes or no that the proposed Supervising Cleaner is able to communicate in writing and verbally in French and/or English in a functional manner. <p>The Bidder must provide references for each project. The information must include:</p> <ol style="list-style-type: none"> 1. Name of the client company; 2. Name and title of the reference; 3. Email address; and, 4. Telephone number. <p>References may be contacted to verify the validity of the information provided by the Bidder. If the verification of the information does not meet the requirements, the bid may be declared non-responsive.</p>		



<p>M4</p>	<p>Experience of cleaning personnel (team members)</p> <p>The Bidder must propose a minimum of 8 team members. Each team member must have a minimum of 2 years experience within the 7 years preceding the bid closing date to highlight their experience in the following areas:</p> <ul style="list-style-type: none"> • Carrying out commercial cleaning work that meets the requirements described in Annex A – Statement of Work, and; • The use of commercial cleaning equipment. <p>Bidders are encouraged to use the tables provided in Attachment 2 to Part 4 (Technical Proposal Tables) to provide the required information.</p>	<p>In order to highlight the required experience, the Bidder must provide, for each proposed resource, a minimum of 1 past/present projects where each proposed team member's experience has been acquired. The following information must be provided for each project:</p> <ol style="list-style-type: none"> a) Location (city, country); b) Title of the contract; c) Duration of services (mm/yy to mm/yy); d) A brief description of the scope of the tasks performed; and, e) The type of cleaning equipment used. <p>The Bidder must provide references for each project, for each proposed team member. The information must include:</p> <ol style="list-style-type: none"> 1. Name of the client company; 2. Name and title of the reference; 3. Email address; and, 4. Telephone number. <p>References may be contacted to verify the validity of the information provided by the Bidder. If the verification of the information does not meet the requirements, the bid may be declared non-responsive.</p>	
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ATTACHMENT 2 TO PART 4 - TECHNICAL PROPOSAL TABLES

Mandatory Technical Criteria M2 – Bidder’s Experience:

M2	Project 1	Project 2
Location		
Title of the Contract		
Duration of Services (mm/yy to mm/yy)		
Size of the cleaning area in square meters (m2)		
Brief description of the scope of services provided		
<p>Note: Bidders must also provide a minimum of 3 certificates or letters of reference from previous clients who meet the requirements of similar size and scope, issued within the 5 years preceding the bid closing date. The references must include:</p> <ul style="list-style-type: none"> • Name of the client company; • Name and title of the reference; • Email address; and, • Telephone number. 		

Mandatory Technical Criteria M3 – Experience of the Proposed Team Leader (Supervising Cleaner):

M3	Project 1
Location	
Title of the Contract	
Duration of Services (mm/yy to mm/yy)	
Brief description of the scope of the roles and responsibilities as well as the tasks performed by the proposed Supervising Cleaner	
Is the proposed Supervising Cleaner able to communicate in writing and verbally in French and/or English in a functional manner?	Yes / No
<p>Note: Bidders must also provide a reference for each project. The references must include:</p> <ul style="list-style-type: none"> • Name of the client company; • Name and title of the reference; • Email address; and, • Telephone number. 	



Mandatory Technical Criteria M4 – Experience of the Proposed Cleaning Personnel (Team Members):

M4	Project 1
Location	
Title of the Contract	
Duration of Services (mm/yy to mm/yy)	
Brief description of the scope of the tasks performed	
Type of cleaning equipment used	
<p>Note: Bidders must also provide a reference for each project. The references must include:</p> <ul style="list-style-type: none"> • Name of the client company; • Name and title of the reference; • Email address; and, • Telephone number. 	

NOTE: A separate table is required for each proposed cleaning personnel (team member).



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" is an offer to provide services or supply goods as a result of a solicitation, it also 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](#) (2021-12-02);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Security Requirements Check List (Annex C);
- (f) Covid-19 vaccination requirement certification (Annex D)
- (g) Contractor's bid dated *yyyy-mm-dd. (Inserted at Contract award)*

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

5.5 GENERAL CONDITIONS

[2035](#) (2021-12-02), *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;
- occurred without the fault or neglect of the Contractor;

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

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

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

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive. *(inserted 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 periods 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 at Annex B.

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 30 days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.15.5 Independent Contractor

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

5.15.6 Conduct

The Contractor must:

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

5.15.7 Assigned Individuals

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

- (a) the Contractor must provide the services of those individuals unless the Contractor is unable to do so for reasons beyond its control;
- (b) the Contractor must obtain Canada's written approval, through Canada's Representative, before replacing, removing or adding an individual to the approved team, and, more specifically, before any services are rendered by such individual; and
- (c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

5.15.8 Resources

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

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



5.15.9 Replacements

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

5.15.10 Compliance with Local Law

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

5.15.11 Inspection and Acceptance

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

5.15.12 Security Requirements

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

- 5.15.12.1** At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.15.12.2** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.15.12.3** 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.

5.17 HEALTH AND SAFETY

Contractor must comply with all requirements of applicable Canadian (federal, provincial, municipal), foreign and local environmental, health and safety laws and regulations. The Contractor must follow the prevention and infection control measures of the workplace or put in place by the Canadian mission (i.e. practice physical distancing, practise proper hand washing, avoid touching face with unwashed hands, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. The Contractor is responsible for all costs associated with the compliance to protective measures and any other costs related to the general health and safety of its employees and agents.

5.18 PAYMENT TERMS

5.18.1 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.

5.18.2 Limitation of Price

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

5.18.3 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.

5.18.4 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 6 years after it receives the final payment under the Contract.

5.18.5 Invoicing Instructions

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

- (a) is submitted in the Contractor's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;
- (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;



- (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
- (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
- (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.

5.18.5.2 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.

5.18.6 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](#) (2021-12-02) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of [2035](#) (2021-12-02), *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.

5.18.8 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.

5.19 SUSPENSION AND INFRACTION

5.19.1 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.

5.19.2 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*.

5.20 INSURANCE TERMS

5.20.1 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.

5.21 GOVERNANCE AND ETHICS

5.21.1 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 (S.C. 2006, c. 9, s. 2), 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.

5.21.2 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 (R.S.C. 1985, c. C-46); 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); 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); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

5.21.3 Anti-Terrorism

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



5.22 DISPUTE RESOLUTION

5.22.1 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.

5.22.2 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) 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.



ANNEX A - STATEMENT OF WORK

1. TITLE

Cleaning services for the Embassy of Canada in the Philippines

2. BACKGROUND

The Embassy of Canada in the Philippines, hereinafter referred to as the "Embassy", requires cleaning/sanitation/janitorial services for its facilities mainly its Chancery, with an area of 5,942 sq.m. including workspaces occupied by staff and in common areas.

The facilities of the Embassy of Canada's are inclusive of the Chancery building (located at levels 6 to 8 and B4, Tower 2, RCBC Plaza, Ayala cor. Gil Puyat Avenues, Makati City, Philippines) and of other locations designated as being part of the Embassy or under its control. These other locations, such as the Official Residence or Staff Quarters, are in Metro Manila (Makati City, Taguig).

3. OBJECTIVE

The Contractor must provide cleaning, sanitation and janitorial services at the Embassy's facilities according to industry standards with the aim to maintain adequate and safe working conditions for its employees and occupants. Services must be conducted in a responsible and environmentally friendly manner.

4. SCOPE

The following describes the requirements of the Embassy for contracted cleaning, sanitation and janitorial work for the Embassy. 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.

The Contractor must provide cleaning services, including all labor, uniforms and transportation to the work location within all offices, representational and utility spaces, recreational facilities, lobbies at the Chancery, or at other Embassy premises such as the Official Residence or staff quarters as required, and is exempt only from those items specifically mentioned.

5. TASKS/REQUIREMENTS

The Contractor must provide a full cleaning service in all Embassy facilities and in communal areas in a safe and efficient manner. The Contractor is responsible for the maintenance of all cleanable surfaces, including fixtures, fittings, furniture, and coverings, in order to minimize deterioration, increase the life of the assets and ensure compliance with high quality standards and a good brand image. The Contractor is responsible for providing high quality service within the scope of this statement. Compliance with these high-quality standards must be visible at the start and end of each working day.

The Contractor must ensure that offices, washrooms, shower rooms, kitchens, public areas, traffic areas, meeting and conference rooms and all other work areas, technical rooms, furniture, equipment, and floors are maintained to a high standard of general cleanliness and remain presentable and suitable for their intended use. The Contractor must monitor the delivery of these services on a daily basis to ensure high quality standards are met.

All common areas on all floors must be cleaned in accordance with the procedures outlined in this statement including, but not limited to, washrooms, entrances, hallways and stairwells, as well as interior and exterior windows.

The Work is divided into two categories:

Regular Cleaning Services – Chancery

Which consists of pre-determined tasks to be undertaken only at the Embassy's Chancery as outlined in Section 5.1 **Regular Cleaning Services**.

and

"As and when requested" Cleaning Services



Which consists of additional, emergency and project cleaning that may be requested, in addition to the routine and scheduled cleaning services, as outlined in Section 5.2 **As-and-when Requested Services**.

Examples of “as and when required” services:

- Cleaning outside of the Chancery premises
- After event cleaning
- After working hours cleaning
- Emergency/on-call cleaning
- Special project cleaning

5.1 Regular Cleaning Services - Chancery

The Contractor must supply all labor required to carry out the work as described within the present document, unless stated.

The Contractor must not proceed to any work outside the scope of work without the prior approval of the Project Authority or delegate.

Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Annually	
Floors					
Uncarpeted (including but not limited to tiles, cushion tile, ceramic tile, battleship, linoleum, marmoleum, terrazzo, slate, rubber, hardwood, concrete, painted and epoxy concrete)					
Remove all debris/litter	X				The Contractor must clean each type of floor according to the specifications provided by the Project Authority or delegate. Floor scrubs, buffs, strips and waxes must be scheduled in advance and approved by the Project Authority or delegate.
Sweep all uncarpeted floors.	X				
Wash all uncarpeted floors located in entrances, lobbies and receptions.	X				
Spot clean all remaining uncarpeted floors.	X				
Lift rubber or carpeted mats and clean floor underneath.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Scrub all uncarpeted floors				X	
Buff all uncarpeted floors located in hallways, corridors and entrances.				X	
Carpeted					
Spot clean all carpeted floors, including entrance mats.	X				
Clip loose threads.	X				
Remove spills and stains.	X				
Vacuum all carpeted floors.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Shampoo clean all carpeted floors or on an “as and when required” basis				X	
Interior of Buildings					
Entrances, Exist, Lobbies and Receptions/Security					
Remove all debris/litter.	X				



Empty garbage cans. Replace liners when required.	X				
Clean both sides of door glass and frames.	X				
Damp wipe benches, counters and counter top facings.	X				
Spot clean signs or signage.	X				
Spot-clean display cases, directory board glass, sidelights and walls.	X				
Clean sashes and doors.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Low dusting.		X			
Dust newspaper stands.		X			
Polish all metals.		X			
Clean display cases and directory board glass.		X			
Wash wall intake and exhaust grills.			X		
Wash top and bottom of sidelights and frames.			X		
Clean signs or signage.			X		
High dusting			X		
Hallways and Corridors					
Remove all debris/litter.	X				
Empty garbage cans. Replace liners when required.	X				
Monitor recycling blue bins or recycling stations, empty and replace liners when required.	X				
Spot-clean sashes, doors, walls, display cases, directory board glass, sidelights and frames.	X				
Replenish water bottles	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Low dusting.		X			
Dust wall-hung fire extinguishers and first aid boxes.		X			
Polish all metal.		X			
Wash and disinfect water dispensers.		X			
Clean interior of fire cabinets and dust extinguishers.			X		
Clean both sides of glass doors of the fire cabinets.			X		
High dusting.			X		
Stairwells					
Remove all debris/litter.	X				
Spot-clean walls, doors and stair ramps.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Low dusting.		X			



Polish all metal surfaces.		X			
Clean glass panels		X			
Wash doors and stair ramps.			X		
High dusting.			X		
Offices, Work-stations, Boardrooms and Conference Rooms					
Remove all debris/litter.	X				
Empty garbage cans. Replace liners when required.	X				
Wipe chairs armrests and place chairs properly.	X				
Spot-clean tables, desks, workstations and doors.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Remove finger marks/stains from exterior of filing cabinets.		X			
Empty blue recycling bins and replace liners when required.		X			
Wash exterior of workstation cabinet doors.		X			
Low dusting.		X			
Dust empty shelves.		X			
High dusting.			X		
Damp-wipe table legs and recycling blue cans.			X		
Wash chair legs, sashes, doors and garbage cans.			X		
Kitchens and Lunchrooms					
Remove all debris/litter.	X				
Empty garbage cans. Replace liners when required.	X				
Monitor recycling blue bins, empty and replace liners when required.	X				
Wash tables, chairs, counters, sinks and dispensers.	X				
Spot-clean exterior of garbage, recycling blue cans, doors, exterior of cabinets, backsplashes, refrigerators, microwaves, stove tops/facings, chairs and walls up to 1.5 meters.	X				
Replace chairs properly.	X				
Replenish hand soap, water bottles and paper towels.	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Empty blue recycling blue cans and replace liners when required.		X			
Low dusting.		X			
Wash inside/outside of garbage cans.		X			
Wash and disinfect water dispensers.		X			
High dusting.			X		



Remove spoiled food from refrigerator.			X		
Clean grease traps, or as applicable.			X		
Washrooms and Shower Stalls					
Remove all debris/litter.	X				
Clear blocked toilet sinks, urinals and drains using a plunger (immediately), notify the Project Authority or his delegate if unsuccessful with the plunger.	X				
Replenish hand soap, paper towels and toilet paper.	X				
Empty garbage cans. Replace liners when required.	X				
Wash and disinfect toilets bowls (includes toilet base and exterior of toilet seat), urinals, exterior and interior of washbasins, water taps, shower faucets and counters.	X				
Remove trash from strainers in urinals and replace strainers/pads when required.	X				
Clean all mirrors.	X				
Polish all metal (fixtures, dispensers, receptacles).	X				
Wash and polish hand and foot plates on doors	X				
Damp-wipe benches.	X				
Remove all debris/litter from shower floor and clean drains.	X				
Wash and disinfect shower walls with soap-less detergent.	X				
Spot-clean doors, walls and partitions.	X				
Pour a pail of clean water into floor drains	X				
Moving and Replacing objects or items as requested or as applicable.	X				
Low dusting.		X			
Descale toilet bowls and urinals.		X			
Wash partition walls and stall doors.		X			
Wash and disinfect interior or receptacles.			X		
High dusting			X		
Dust exposed pipes.			X		
Miscellaneous					
Dust all artificial plants, remove litter and wash exterior of containers.			X		The Contractor must submit, for approval by the Project Authority or his representative, a schedule for all annual tasks.
Dust all venetian or vertical blinds.			X		
Clean all interior windows and window sills.			X		
Clean air vents, diffusers, intake and exhaust grills.			X		



Vacuum upholstered sofas, chairs and lounge chairs.			X		
Wash leather, vinyl and wooden chairs using an approved product.			X		
Change burnt light bulbs, fluorescents lights and compact fluorescent lights.	X				
Moving and Replacing objects or items as requested or as applicable.	X				

Exceptions					
The Secured Area can only be cleaned with the presence of a designated employee escorting the cleaning personnel. The Secured Area will be cleaned as follow:					
Remove all debris/litter.	X				
Clean washroom and kitchenette.	X				
Empty garbage cans. Replace liners when required.	X				
Spot-clean tables, desks, workstations and doors.	X				
Empty recycling bins and replace liners when required.		X			
Low dusting.		X			
Dust empty shelves.		X			
High dusting			X		
Excluded Areas					
Some areas are considered outside the Scope of Work, and as such, are not part of this requirement. These include:					
<ul style="list-style-type: none"> Mechanical, electrical, transformer and boiler rooms. Areas under the responsibility of the RCBC building owner. 					
Excluded Items					
Personal items, books and papers and artwork.					

5.2 “As and When Requested” Cleaning Services

The Contractor must supply all labor required to carry out additional, emergency and project cleaning, may be required in addition to the routine cleaning, scheduled cleaning and regular service calls.

The Contractor must not proceed to any work outside the scope of work without the prior approval of the Project Authority or delegate.

These services could include, but not limited to, cleaning services of an unforeseen nature, special events or any other requirements in excess of the requirements of section 5.1 - **Regular Services**.

Additional resources may be required on an "As and When Requested" basis using a Service Authorization (SA) form, see example under **Attachment 1 to Annex A - Service Authorization Form**.

Such resources may be required at any given location specified in section 11. **Location of work** and time, including before or after the regular hours of work specified in section 6. **Schedule of operations**.

5.2.1 Service Authorization Form – “As and When Requested” Services

5.2.1.1 When these services are required, the Project Authority will provide the Contractor with a “Service Authorization” (SA) form, containing the following information:

- the Service Authorization number;



- type of resource;
- date, start time, end time and total hours required for each resource;
- work location
- special instructions (if required);
- name and signature of the Project Authority.

5.2.1.2 Upon receipt of the SA, the Contractor must provide the Project Authority, within 48 hours, with confirmation that the resource(s) has/have been assigned. These services will be paid for in accordance with the conditions set out in Annex B - Basis of Payment for the "As and When Requested Services".

5.2.1.3 Work cannot commence until the SA is authorized in accordance with the terms of the contract. The Contractor acknowledges that all work performed prior to receipt of a Service Authorization is at the Contractor's risk and expense.

5.2.1.4 Once the work is completed, the Contractor will immediately notify the Project Authority so that the latter can acknowledge the completion of the work and conduct a quality inspection.

6. SCHEDULE OF OPERATIONS

Unless specified otherwise, the cleaning operations must be performed as follow:

6.1 Regular Hours

The Work must be undertaken in the Chancery during working hours, Monday through Friday for Regular Cleaning Services.

Regular hours are:

Monday to Thursday: 07:00am to 16:15pm, including a 30-minute lunch break

Friday: 7:00am to 12:00pm, no lunch break included

6.2 As and When Requested Services Hours

The Work undertaken in the Chancery during "as and when requested services" may happen outside of these hours (including Saturday and Sunday).

6.3 Statutory Holidays

The Embassy observes twelve (12) statutory holidays each year whereas the services won't be required. As these dates are not necessarily the same each year, the Project Authority will provide to the Contractor with the Mission holiday schedule along with the requirements for those days at least 2 weeks prior to the end of the calendar year.

7. WORKSITE EQUIPMENT, TOOLS, MATERIAL, AND SUPPLIES

7.1.1 The Embassy of Canada will supply all cleaning materials, products and equipment. This includes toilet paper towels, hand sanitizer, tissue paper, garbage trolleys, brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampooers (for general carpet shampooing), ladders, buckets, mop tank-wringers, liquid soap, powder soap, sanitary / plastic waste disposal bag, janitorial carts, detergents, glass cleaners, rags, disinfectant, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services. The Cleaning Supervisor will track and monitor supplies and equipment usage and signal a need for materials and equipment replenishment to the Embassy/Property Section.

7.1.2 The Contractor must provide the required labor to change burnt light bulbs, fluorescents lights and compact fluorescent lights. **All light bulbs, fluorescent lights (neon), LED or halogen lights and compact fluorescent lights will be provided by the Embassy.**

7.1.3 The Embassy will provide the Contractor with stock rooms, janitor's closets and designated areas for the duration of this requirement. The Embassy will not be responsible for any loss or damages to the Contractor's equipment, supplies, materials or personal belongings.



- 7.1.4** If it is proved that the malfunctioning / loss of material was caused by the negligence of the Contractor or its staff, in accordance with the terms of this contract, the material must be repaired or replaced by the Contractor at its own costs.

8. CONTRACTOR'S PERSONNEL

The Departmental Representative may ask the Contractor to replace any of its employees not meeting the requirements of this contract, for reasons of competence, behaviour or safety.

All personnel working for the execution of this requirement must hold a valid Reliability clearance.

The Embassy has a need for one (1) supervising cleaner and a minimum of eight (8) cleaners.

The Contractor must designate a person in charge (Supervising Cleaner). This person will be on-site and responsible to respond to cleaning services calls or emergencies and must be reachable by phone during operating hours.

All personnel working under this requirement must wear industrial type uniforms consisting of matching foot wear, shirt and trousers, coveralls or duster coat. The uniforms must clearly display the company's name, logo or crest. All personnel must wear their Embassy-issued access pass at all times.

The Contractor and its personnel must make every effort to prevent the occurrence of proven damage. In the event of misconduct, whether or not resulting in a loss or financial burden for the Embassy, the Contractor may take appropriate action against the personnel at fault, in consultation with the Project Authority. However, the latter cannot be held responsible for conflicts resulting from disciplinary measures taken against such personnel. The Contractor must replace any employee in accordance with the Project Authority's instructions.

The Contractor alone is responsible for the conduct, behavior and discipline to be maintained at workplace and its environment thereof in respect of the personnel engaged or hired by the Contractor. In case any misconduct which may or may not involve financial loss or burden on the Embassy, the Contractor alone is to take suitable action against such defaulting personnel in consultation with the Embassy's Property Section representative, but the Embassy will 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 will remove/substitute any worker if the Embassy so directs.

8.1 Health and Safety

- 8.1.1** The Contractor must provide training to all its personnel involved in the performance of work by virtue of this contract, including the proper handling, use and disposal of cleaning products, including disinfectants.
- 8.1.2** Adequate measures should be pursued to ensure that the Embassy's equipment is protected from dust, property damage and contamination, maintaining high standards of sanitation and personal hygiene practices, and ensuring that the appropriate tools and staff skills are employed to deliver the required services.
- 8.1.3** The Contractor must observe all local applicable laws and regulations relating to the environment, health and safety.
- 8.1.4** The Contractor must comply with all requirements of applicable local environmental, health and safety regulations. The Contractor must follow all prevention and infection control measures in place at the workplace either by the Embassy or by the local authorities; among others: physical distancing, proper hand washing, wearing a non-medical mask or face shield, curfew, etc.) and follow the proper protocols to complete the required work such as utilizing the appropriate equipment and personal protective equipment (PPE) as necessary. This may include proof of negative test results for COVID 19 or other highly contagious and transmittable diseases.



8.1.5 The Contractor must bear all costs related to compliance with protective measures and any other costs related to general health and safety measures for its employees and agents.

8.2 Additional Conditions

- 8.2.1** All employees assigned to work in the Embassy must submit a valid medical certificate indicating that individuals provided by the Contractor are in good health and free from any infection or disease. The Contractor is responsible for medical check-up as prescribed by the Embassy for all workers prior to their start of work at the Embassy.
- 8.2.2** Only medically and security cleared workers are allowed to work under this contract. The Contractor must not change the staff without prior approval of the Embassy due to security and medical reasons.
- 8.2.3** The Contractor must have sufficient security and medically cleared backup personnel/relievers to provide relief in the event of employee absences or additional Embassy requirements. These relievers must have a valid Reliability Status (security clearance) which the Embassy conducts.
- 8.2.4** In case of absenteeism, relievers must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, expenditure incurred by the Embassy for operation will be recovered from the Contractor or adjusted against amount due and payable to him/her.
- 8.2.5** The Contractor is fully responsible for its employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.
- 8.2.6** The cleaners must be employees of the Contractor, who must comply with all relevant local labor laws. Worker's salaries must not be less than the rate prescribed by the National Wages and Productivity Commission. The Contractor must be ready to furnish proof that it is current in its payments of SSS, income tax, PagIbig and Philhealth contributions. The Contractor must indemnify the Embassy against any claim or liability from any authority under the Labor Law or any other laws, as applicable in the process of execution of this service contract in the said premises.
- 8.2.7** The Contractor must not subcontract the duties under this contract to a third party/company. All staff provided to carry out duties under this contract must be employees of the Contractor.
- 8.2.8** Proper measures must be taken to see that the equipment of the Embassy is protected against dust, physical damage and contamination by maintaining high standards of sanitation practices, personal hygiene and proper tools.
- 8.2.9** The Contractor must abide by the rules and regulation 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 visitors, personnel, etc.

9. LANGUAGE OF WORK

The Supervising Cleaner must be able to communicate in writing and orally in French and/or English in a functional manner.

The workers and cleaning personnel must be able to communicate orally in French and/or English in a functional manner.

10. TRAVEL REQUIREMENTS

There are no travel requirements related to the Regular Cleaning Services described in this Contract. There may be travel requirements for the "As-and-when required" Cleaning Services at locations other than the Chancery.

11. LOCATION OF WORK

The work will be carried out mainly at the Chancery of the Embassy of Canada, located at levels 6 to 8 and Basement 4, Tower 2, RCBC Plaza, Ayala cor. Gil Puyat Avenues, Makati City, Philippines. The Chancery building has an area of approximately 5,942 m²,



The work may be carried at other locations designated as being part of the Embassy or under its control. These other locations, such as the Official Residence or Staff Quarters, are in Metro Manila (Makati City, Taguig) and are subject to change.

12. QUALITY STANDARDS

12.1 Cleaning Quality Standards

The quality standards described in this document for Cleaning/Sanitation/Janitorial services core tasks and optional tasks must be strictly adhered to. All inspections made by the client will be rated according to these quality standards. The Contractor must meet the following standards:

12.1.1 Cleaning: General

- All surfaces and objects specified in the contract must be free of dust, stains, spills, debris and soil immediately after cleaning operation.
- Machinery and equipment must not block a passageway, or present a trip hazard.
- Caution signs must be placed adjacent to the affected area on all approaches.
- Furnishings moved by cleaners must be relocated to their original location.
- Neutralize unpleasant odours to the extent possible.

12.1.2 Spot Cleaning

- All affected areas must be clear of stains, streaks and soil.
- All over-spray from spray applicators must be wiped clean from all surfaces.

12.1.3 Sweeping

- All floor areas including open areas and flooring around furniture legs and into corners be free of dirt and litter.

12.1.4 Dust Mopping

- All floor areas including open areas and flooring around furniture legs and into corners must be free of debris and dust film.

12.1.5 Damp Mopping

- Floor areas including open areas and flooring around furniture legs and into corners must be clean and free of surface stains, soil, mop streaks, loose mop strands and water spotting.
- The Contractor must sweep or dry mop the area immediately before damp mopping.
- The Contractor must start damp mopping with clean water and mop.
- Walls, baseboards and other surfaces must be free of splash marks.

12.1.6 Wash Floors

- All standards outlined in "Damp Mopping" apply.
- In addition, surfaces must be rinsed free of cleaning solution after floors are washed.
- All areas must be free of dirt, stains, splashing, cleaning chemical and water accumulations as well as scuff marks.

12.1.7 Machine Scrubbing

- All areas must be free of dirt, stains, scuff marks, splashing, cleaning chemical and water accumulations.
- Corners and other areas not accessible to a mechanical floor scrubber must be scrubbed manually.

12.1.8 Spray Buffing

- Following spray buffing, all areas must present an overall appearance of cleanliness, have a bright shine through out and be free of debris and dust.
- Spills, scuffs and stains must be removed prior to spray buffing.



12.1.9 Scrub and Refinish

- Contractor must apply all performance standards as with "Machine Scrubbing".
- In addition, the Contractor must apply one coat of finish compatible with existing finish.
- As a result of the "Scrub and Refinish", all areas must present an overall appearance of cleanliness free of scuffs and stains, have a bright shine and be free of debris and dust once the "Scrub and Refinish" is complete.

12.1.10 Strip and Refinish

- Contractor must apply all performance standards as with "Scrub and Refinish".
- All old finish must be removed and all residual stripper chemical cleaned away.
- New finish must be applied to all portions of the floors.
- Refinish must include 2 coats of finishing material (wax, etc.).
- All areas must be clean and clear of all stains, blemishes and dirt, and have a consistent shine free of scrapes and marks once the "Strip and Refinish" is complete.

12.1.11 Vacuuming

- All carpet surfaces must have an overall appearance of cleanliness and must be free of visible dust, dirt and grit.

12.1.12 Stain Removal

- All carpets and walk-away mats must have no visible stains or discoloration after stain removal operation.
- Where stain removal involves wetting of a hard surface floor, caution signs must be in place around affected work area.

12.1.13 Damp Wiping

- Surfaces must be free of dust, stains, streaks and water spotting following damp wiping.
- Wiping cloths must be rinsed frequently and free of stains and odors.
- Feather dusters are not acceptable.

12.1.14 Glass and Mirror Cleaning

- All glass must be clean on both sides and free of streaks and finger marks.
- Adjacent areas including frames, casing and ledges must be free of water spotting, splash marks and streaks.

12.1.15 High dusting

- All surfaces must be free of dust.
- High dusting must be done using either damp rag wiping or vacuuming. The method will be specified by the Departmental Representative.
- Dust must be contained and prevented from floating freely in the air during operation.

12.1.16 Clean and Disinfect

- Client-approved, commercial disinfectant cleaner must be used.
- Manufacturer's instructions must be followed for best results.
- All surfaces cleaned and disinfected must be rinsed clean of residual disinfectant.

12.2 Inspection and Logging

The Minimum Cleaning Standards will be verified for compliance by the Project Authority throughout the duration of the Contract. Therefore, random inspections will be conducted. The Contractor's representative may be requested to be present during the inspections.

The Contractor must maintain an on-site logbook. This logbook will be used to record all requests, complaints, deficiencies or any other situations observed and relevant to the cleaning activities. Corrective actions must also be recorded and the logbook must be available for consultation by the Project Authority.



The designated person or the supervisor must meet daily with the Project Authority to be apprised of cleaning activities.

12.3 Recycling

12.3.1.1 Paper and Cardboard

All wastepaper and cardboard cartons, unless marked otherwise, must be recycled and must not be disposed of as garbage by the Contractor. Cardboard containers and paper must be placed and stored in the in the designated areas and put in the appropriate containers provided. The containers can then be moved at the designated location of pick-up by the municipal or other authorities, according to the pick-up schedule. The empty containers must be brought back immediately to their original location.

The Contractor will be responsible for keeping the paper/cardboard recycling pick up locations in clean and tidy condition.

12.3.1.2 Plastic, Glass and Metal

All plastic, glass and metal, unless marked otherwise, must be recycled and must not be disposed of as garbage by the Contractor. All collected plastic, glass and metal to be recycled must be brought to the designated collection point.

Clear plastic bags (liners) must be used in all recycling blue bins, containers or recycling centers used for the disposal of plastic, glass and metal. These recycling containers must be spot cleaned on a daily basis.

12.3.1.3 Hazardous Waste

Fluorescent light tubes, compact fluorescent lights, batteries and power banks are considered hazardous waste material and must be recycled separately. All hazardous waste must be placed in the designated containers.

12.4 Relamping

The Contractor must verify and replace burnt lights. Burnt lights must be replaced within the following day in cases where the burnt lights have been reported to the Contractor by the Embassy, the next Monday when reported on a Friday or the following working day in cases where the following day is a holiday. When deemed urgent to be replaced by the Embassy, the Contractor must replace the concerned burnt light(s) immediately. When changing a burnt light, the Contractor must clean the light covers and/or the lenses of the fixtures. The Contractor is not responsible for repairs to light fixtures, other than the covers and lenses.

13. TERMINOLOGY

- **Buffing:** Consists of removing traffic marks and restoring the floor surface shine using a high speed buffer equipped with an appropriate pad and spray solution, the floor must present an even shine and be clean after the buffing.
- **Carpet shampooing:** Consists of using a buffer with an appropriate cleaning solution and pad in order to clean and remove stains to carpeted areas, followed by a static guard. Floor must be vacuumed prior to carpet shampooing. This operation includes moving office items and putting it back to its original location after carpets/rugs are dry and cleaning the T mats. Carpets must look, feel and smell clean after carpet shampooing.
- **Clean/Cleaning:** Consists of removing dirt, debris, litter, spillage, stains, finger marks and any other foreign matters from horizontal and vertical surfaces using appropriate supplies, tools and equipment. (Syn.: mop, sweep, wash)
- **Debris:** Consists of any foreign material that does not belong to a surface such as paperclips, paper, mop strings, pins, staples, gum and other items discarded on floors, furniture or other horizontal surfaces. (Syn.: litter)
- **Equipment:** Refers to the tools required to execute the work.



- High traffic areas: Includes entrance lobbies, elevator lobbies, corridors and traffic aisles in open office space.
- **High dusting:** Consists of removing loose dirt on vertical and horizontal surfaces over 1.5 meters high using a damp cloth or an electrostatic duster without exceeding 4 meters high.
- **Low dusting:** Consists of removing loose dirt on vertical and horizontal surfaces using a damp cloth or an electrostatic duster without exceeding 1.5 meters high.
- **Secured Area:** Area identified as Restricted and where cleaning personnel must be escorted in order to proceed with the routine cleaning.
- **Materials:** include, but are not limited to, toilet tissue, paper hand towels, hand soap, deodorant blocks, hand sanitizer, plastic bags and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the building(s).
- **Neutralize:** Consists of using water and vinegar to wash floors thoroughly, proceeding with a cold rinse to eliminate stripping solution and old finish residue before applying sealer.
- **Office items:** Consists of items that are standardly part of an office such as chairs, mats, garbage cans (waste baskets), recycling blue bins, coat racks, air purifiers, fans and other small items department owned, no personal items.
- **Polishing metal:** Consists of removing soil, marks and stains from metal surfaces using an appropriate cleanser, following the manufacturers' directions and making sure no oil residue is left, restoring the metal to its original shine and leaving no smudges or streaks.
- **Relamping:** Consists of replacing burnt fluorescent tubes, compact fluorescent, halogen, LED and conventional light bulbs, dusting and re-installing covers and lenses as applicable.
- **Routine Cleaning:** Means cleaning operations which are specified to be performed monthly or more frequently such as weekly or daily.
- **Scheduled cleaning:** Means cleaning operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually. Any scheduled cleaning must be scheduled with the Project Authority.
- **Project cleaning:** Means cleaning operations which are specified to be performed only when ordered by the Project Authority on an "as and when requested" basis.
- **Service call(s):** Means cleaning operations which are required as a result of accidental circumstances such as, but not limited to, floods, spills and blocked sinks/toilets/drains.
- **Scrub or scrubbing:** Consists of removing top layers of wax on floors, using a low speed buffer along appropriate pad and soap, neutralizing and rinsing the floor and applying two coats of wax or sealer afterwards. This operation includes washing baseboards, moving office items and putting it back to its original location.
- **Spot clean:** Consists of doing a visual inspection of surroundings and cleaning obvious/major dirt/filth/spill and remove accumulated water.
- **Stain removal (carpets/rugs):** Consists of identifying the type of stain and eliminating it using the appropriate remover solution and/or technic in accordance with instructions in commercially available spot removal kits. There must be no discoloration of the carpet fibers.
- **Steam clean:** Consists of using a jet extractor carpet machine with appropriate detergent to remove dust, dirt and stains from carpeted areas followed by an application of static guard. Floor must be vacuumed prior to steam clean. This operation includes moving office items and putting it back to its original location after carpets/rugs are dry and cleaning the T mats. Carpets must look, feel and smell clean after steam clean.
- **Stairwells:** Vertical structure which includes flight of stairs, risers, banisters, railings, landings, baseboards, walls, doors and glass partitions.



- **Stripping:** Consists of removing layers of floor finish using a low speed buffer equipped with the appropriate pad and stripping solution, neutralizing and rinsing the floor and applying water based sealer and two coats of wax afterwards, when applicable. This operation includes washing baseboards, moving furniture and putting it back to its original location. There must be no wax or sealer build up on surfaces after this operation has been completed.
- **Supplies:** Consists of items necessary for the cleaning of the buildings such as solvents, cleansers, mops, rags, brooms and other cleaning solutions and products.
- **Sweeping:** Consists of removing dust, dirt and debris on floors, steps and landings using a dust control compound when applicable and the proper broom size for the work.
- **Vacuuming:** Consists of removing dust, dirt and debris on floors and surfaces using a vacuum cleaner equipped with the appropriate attachments to reach everywhere.
- **Wash:** Consists of applying, scrubbing and rinsing the appropriate cleaning solution, soap or solvent, on its own or diluted with water using the appropriate cleaning tool (rags, sponges and mops depending on the surface to be cleaned) leaving no dirt residue and streaks on the surfaces. No abrasives to be used.
- **Water base sealer:** Consists of a solvent that is applied to a clean, bare floor. Two coats must be applied, the second in opposite direction after the first one has completely dried.



ATTACHMENT 1 TO ANNEX A - SERVICE AUTHORIZATION FORM

SERVICE AUTHORIZATION FORM					
Contractor's Name and Address: (To be inserted at contract award)		Contract Number:		(To be inserted at contract award)	
		Service Authorization (SA) No.			
1. Identification of resource requirement: (To be completed by the Project Authority)					
Resource	Professional Qualified Resource	Date (MM/DD/YY)	Start time (24:00)	End time (24:00)	Total Hours Required
#1					
#2					
#3					
#4					
Special Instructions (i.e. Location of the work, transportation required, etc.)					
Work cannot commence until a SA has been authorized in accordance with the conditions of the contract. The Contractor acknowledges that any work performed before an SA has been received will be done at the Contractor's own risk and expenses.					
2. Project Authority's Approval Signature					
Name of the Project Authority					
Signature					
Date (MM/DD/YY)					



ANNEX B - BASIS OF PAYMENT

Name of Bidder:	
Address:	
Contact Person:	
Phone Number:	
E-mail:	
Print Name:	
Signature:	
Date: (yyyy-mm-dd)	

1. Regular Services

Firm Monthly Rate

The Contractor will be paid firm hourly rates per resource as follows, for Work performed in accordance with the Contract. The firm hourly rate per resource must include the cost for the resource and all other related expenses (e.g., administrative charges, overheads, human resources expenses, etc.). Applicable taxes are extra.

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Period	Position	Firm Hourly Rate Per Resource (PHP) Taxes Excluded	*Estimated Number Of Resources Per Month	*Estimated Number of Hour Per Year Per Resource	Subtotal (PHP) Taxes Excluded
Initial (Years 1)	Cleaner		8	1875	
	Supervising Cleaner		1	1875	
Initial (Years 2)	Cleaner		8	1875	
	Supervising Cleaner		1	1875	
Option 1 (Year 3)	Cleaner		8	1875	
	Supervising Cleaner		1	1875	
Option 2 (Year 4)	Cleaner		8	1875	
	Supervising Cleaner		1	1875	
Option 3 (Year 5)	Cleaner		8	1875	
	Supervising Cleaner		1	1875	

* Estimated numbers of resources are used for evaluation purposes and is no guarantee of volume.



2. As and When Requested Services

Firm Hourly Rate

The Contractor will be paid firm hourly rates per resource as follows, for Work performed in accordance with the Contract. The firm hourly rate per resource provided must include the cost for the resource and all other related expenses (e.g., administrative charges, overheads, human resources expenses, etc.). Applicable taxes are extra.

During the extended period of the Contract, the Contractor will be paid the following firm hourly rates to perform all the Work in relation to the contract extension.

Period	Position	Firm Hourly Rate Per Resource (PHP) Taxes Excluded	*Estimated Number Of Hours Per Period	Subtotal (PHP) Taxes Excluded
Initial (Years 1)	Cleaner		1,500	
Initial (Years 2)	Cleaner		1,500	
Option 1 (Year 3)	Cleaner		1,500	
Option 2 (Year 4)	Cleaner		1,500	
Option 3 (Year 5)	Cleaner		1,500	

*Estimated numbers of hours are used for evaluation purposes and are no guarantee of volume.

3. Pricing Summary

Period	Subtotal Section 1 + 2 (PHP) Taxes Excluded
Initial (Years 1)	
Initial (Years 2)	
Option 1 (Year 3)	
Option 2 (Year 4)	
Option 3 (Year 5)	
Subtotal	
Taxes (if applicable)	%
TOTAL	



ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine	GLOBAL AFFAIRS CANADA	2. Branch or Directorate / Direction générale ou Direction MANIL
3. a) Subcontract Number / Numéro du contrat de sous-traitance	N/A	3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant TBC
4. Brief Description of Work / Brève description du travail Cleaning (Janitorial) Services at the Chancery of the Embassy of Canada to the Philippines		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries / Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions / Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable / À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays:	Specify country(ies) / Préciser le(s) pays: Philippines
7. c) Level of information / Niveau d'information		
PROTECTED A / PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED / NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A / PROTÉGÉ A <input type="checkbox"/>
PROTECTED B / PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED / NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B / PROTÉGÉ B <input type="checkbox"/>
PROTECTED C / PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL / NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C / PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>	NATO SECRET / NATO SECRET <input type="checkbox"/>	CONFIDENTIAL / CONFIDENTIEL <input type="checkbox"/>
SECRET / SECRET <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET / SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) / TRÈS SECRET (SIGINT) <input type="checkbox"/>



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART A (continued) / PARTIE A (suite)

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui
If Yes, indicate the level of sensitivity:
Dans l'affirmative, indiquer le niveau de sensibilité : _____

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel : _____
Document Number / Numéro du document : _____

PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

<input checked="" type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRÈS SECRET
<input type="checkbox"/> TOP SECRET - SIGINT TRÈS SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRÈS SECRET
<input type="checkbox"/> SITE ACCESS ACCÈS AUX EMPLACEMENTS			

Special comments:
Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.
REMARQUE : Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail? No / Non Yes / Oui
If Yes, will unscreened personnel be escorted?
Dans l'affirmative, le personnel en question sera-t-il escorté? No / Non Yes / Oui

PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. b) Will the supplier be required to safeguard COMSEC information or assets?
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC? No / Non Yes / Oui

PRODUCTION

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ? No / Non Yes / Oui

INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS? No / Non Yes / Oui

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale? No / Non Yes / Oui



Contract Number / Numéro du contrat
Security Classification / Classification de sécurité

PART C - (continued) / PARTIE C - (suite)

For users completing the form manually use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
 Les utilisateurs qui remplissent le formulaire manuellement doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form online (via the Internet), the summary chart is automatically populated by your responses to previous questions.
 Dans le cas des utilisateurs qui remplissent le formulaire en ligne (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

Category / Catégorie	PROTECTED / PROTÉGÉ			CLASSIFIED / CLASSIFIÉ			NATO				COMSEC					
	A	B	C	CONFIDENTIAL / CONFIDENTIEL	SECRET	TOP SECRET / TRÈS SECRET	NATO RESTRICTED / NATO DIFFUSION RESTREINTE	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET / COSMIC TRÈS SECRET	PROTECTED / PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens																
Production																
IT Media / Support IT																
IT Link / Lien électronique																

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?
 La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.

12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE? No / Non Yes / Oui

If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).
 Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



ANNEX D - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____