

CANADA'S REPRESENTATIVE

Nancy Levasseur MISSION PROCUREMENT - AAO 125 SUSSEX DRIVE OTTAWA, ONTARIO, CANADA, K1A 0G2

Email: internationalproposals@international.gc.ca

Request for Proposal (RFP)

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

Canada to Ireland, in Du Solicitation no. 24-245690	Date November 3 rd , 2023
Proposal Delivery	
referred to herein as the	00 pm, EST (Ottawa, ber 5 th , 2023. This date i "Closing date". ill be accepted and receiv
internationalproposals@	
Subject : Solicitation #: 2	24-245690
in right of Canada, in a	ada to His Majesty the King ccordance with the terr herein, referred to here





TABLE OF CONTENTS

FARII	- GENERAL INFORMATION	
1.1	INTRODUCTION	
1.2	SUMMARY	
1.3	CONTRACT DOCUMENT	
1.4	INTERPRETATION	
PART 2	- BIDDER INSTRUCTIONS	24
2.1	LANGUAGE OF BIDS	
2.2	REFERENCE CLAUSES	
2.3	STANDARD INSTRUCTIONS	
2.4	SUBMISSION OF BIDS	
2.5	SITE VISIT – MANDATORY	
2.6	COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS	
2.7	APPLICABLE LAWS	
2.8	ENTIRE REQUIREMENT	
2.9	DEBRIEFINGS	
2.10	CHALLENGES	
2.11	NO PROMOTION OF BIDDERS INTEREST	
2.12	LEGAL CAPACITY	
2.13	INCAPACITY TO CONTRACT WITH GOVERNMENT	
PART 3	- BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
3.2	TECHNICAL BID INSTRUCTIONS	
3.3	FINANCIAL BID INSTRUCTIONS	
3.4	FIRM PRICE	
3.5	FIRM HOURLY RATES	
3.6	DISBURSEMENT OR OTHER DIRECT EXPENSES	
3.7	CERTIFICATIONS	
ATTACH	HMENT 1 TO PART 3 - CERTIFICATIONS	
	HMENT 2 TO PART 3 - FINANCIAL BID FORM	
	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	EVALUATION AND SELECTION	
4.2	TECHNICAL EVALUATION	
4.2 4.3	TECHNICAL EVALUATION BASIS OF SELECTION - Lowest Price Per Point	
4.2 4.3 ATTACH	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA	
4.2 4.3 ATTACH	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES	
4.2 4.3 ATTACH	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS	22 22 23 23 23 26 26
4.2 4.3 ATTACH PART 5	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS	22 22 23 23 26 26 27
4.2 4.3 ATTACH PART 5 5.1	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION	22 22 23 23 26 26 27 27 27
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS	22 22 23 23 26 26 27 27 27 28
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS	22 22 23 23 26 26 26 27 27 27 27 28 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT.	22 22 23 23 26 26 27 27 27 27 28 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS	22 22 23 23 26 26 27 27 27 27 28 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER	22 22 23 23 26 26 27 27 27 27 27 28 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY.	22 22 23 23 26 26 27 27 27 27 27 27 27 27 27 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE	22 22 23 23 26 26 27 27 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY. SEVERABILITY	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY TIME OF THE ESSENCE EXCUSABLE DELAY. SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK.	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS HEALTH AND SAFETY.	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS HEALTH AND SAFETY PAYMENT TERMS	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.17 5.18 5.19	TECHNICAL EVALUATION. BASIS OF SELECTION - LOWEST PRICE PER POINT. IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK. CERTIFICATIONS HEALTH AND SAFETY PAYMENT TERMS SUSPENSION AND INFRACTION	22 22 23 23 26 26 27 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.12 5.13 5.14 5.15 5.16 5.17 5.16 5.17 5.18 5.19 5.20	TECHNICAL EVALUATION BASIS OF SELECTION - LOWEST PRICE PER POINT IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK. CERTIFICATIONS HEALTH AND SAFETY PAYMENT TERMS SUSPENSION AND INFRACTION INSURANCE TERMS	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.17 5.18 5.19 5.20 5.21	TECHNICAL EVALUATION. BASIS OF SELECTION - LOWEST PRICE PER POINT. IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES . DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS. ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE. EXCUSABLE DELAY. SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK. CERTIFICATIONS HEALTH AND SAFETY. PAYMENT TERMS SUSPENSION AND INFRACTION. INSURANCE TERMS. GOVERNANCE AND ETHICS.	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.19 5.20 5.21 5.20 5.21	TECHNICAL EVALUATION. BASIS OF SELECTION - LOWEST PRICE PER POINT. IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES . DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS HEALTH AND SAFETY. PAYMENT TERMS SUSPENSION AND INFRACTION INSURANCE TERMS GOVERNANCE AND ETHICS. DISPUTE RESOLUTION.	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.16 5.17 5.18 5.19 5.20 5.21 5.21 5.22 ANTACH	TECHNICAL EVALUATION. BASIS OF SELECTION - LOWEST PRICE PER POINT. IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER. POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY. SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK. CERTIFICATIONS HEALTH AND SAFETY. PAYMENT TERMS. SUSPENSION AND INFRACTION. INSURANCE TERMS. GOVERNANCE AND ETHICS. DISPUTE RESOLUTION. A - STATEMENT OF WORK .	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29
4.2 4.3 ATTACH PART 5 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.19 5.20 5.21 5.20 5.21 5.22 ANNEX	TECHNICAL EVALUATION. BASIS OF SELECTION - LOWEST PRICE PER POINT. IMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA - RESULTING CONTRACT CLAUSES . DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS HEALTH AND SAFETY. PAYMENT TERMS SUSPENSION AND INFRACTION INSURANCE TERMS GOVERNANCE AND ETHICS. DISPUTE RESOLUTION.	22 22 23 23 26 26 27 27 27 28 29 29 29 29 29 29 29 29 29 29 29 29 29

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 2 to Part 3 includes the Financial Bid Form and Attachment 1 to Part 4 includes the Evaluation criteria.

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

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 to Ireland, in Dublin, 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 January 1st, 2024, for a period of two (2) 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 (3) additional one-year irrevocable option periods under the same terms and conditions.
- **1.2.3** There are security requirements associated with this requirement. For additional information, consult Part 5 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (<u>http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html</u>) website.
- **1.2.4** The requirement may be subject to the provisions of the:
 - 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, "His Majesty", the "Minister" or the "Government" means His Majesty the King 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 (2023-06-08) Standard Instructions *Goods or Services Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27), 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 Corporation's (CPC) 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 eighty (180)

2.3.5 Subsection 06 (2022-03-29) Late Bids

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

Bids received after the stipulated bid closing date and time will be:



- returned to the Bidder in the case where hard copies were requested; or
- deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 0

2.3.6 Subsection 07 (2022-03-29) 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 (2023-06-08) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

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 Canada Post Corporation's (CPC) 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 (2023-06-08) 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 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at The Canadian Embassy, 7-8 Wilton Terrace Dublin 2 on the 16th of November at 10:30 am, in Dublin, Ireland.

Bidders should confirm their attendance with Canada's Representative and provide the names of the representatives who will attend by November 13th, 2023. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

Bidders must comply with all prevention and infection control measures put in place by the Canadian mission including, but not limited to, practicing physical distancing, using personal protective equipment (PPE) as necessary, etc.





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

Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per 2003 (2023-06-08) 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 4 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 His Majesty*) or section 154.01 (*Fraud against His 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 His Majesty or section 418 (Selling defective stores to His Majesty) of the <u>Criminal Code</u>; or
- c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal Code</u>; 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 <u>Competition Act</u>; or
- e) section 239 (False or deceptive statements) of the Income Tax Act; or
- f) section 327 (False or deceptive statements) of the Excise Tax Act; or
- g) section 3 (Bribing a foreign public official) of the 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 <u>Controlled Drugs and Substance Act</u>; 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 <u>before</u> the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

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 ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM. 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 ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM 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 Euro (EUR) 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 Euro (EUR) 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.

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

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

Section III: to be labeled "Certifications";

3.7 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-compliant, 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-compliant or constitute a default under the Contract.

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-compliant.

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

Certification Number	Certification Text	Initial
C1.1	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 website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration- eng.html), to be given further consideration in the procurement process.	
C1.2	INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (<u>http://www.tpsgc-</u> <u>pwgsc.gc.ca/ci-if/politique-policy-eng.html</u>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.	
C2	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-compliant.	
C3	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.	
C4	 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. For the purposes of this clause, "former public servant" is any former member of a department as defined in the <i>Financial Administration Act</i>, 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 <i>Public Service Superannuation Act</i> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <i>Supplementary Retirement Benefits Act</i>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <i>Canadian Forces Superannuation Act</i>, R.S., 1985, c. C-17, the <i>Defence Services Pension Continuation Act</i>, 1970, c. D-3, the <i>Royal Canadian Mounted Police Pension Continuation Act</i>, R.S., 1985, c. C-8. If the answer to any of the FPS questions is "yes", the successful Bidder must comply with the process, fill out and sign the required 	As per the definition provided, is the Bidder a FPS? Yes □ No □ As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes □ No □ As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes □ No □





	forms. If applicable, Bidders agree that the successful Bidder's status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice:</u> <u>2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u> .	
C5	USE OF SUBCONTRACTOR(S) The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.	Does the Bidder intent to use one or more subcontractors? Yes □ No □
C6	JOINT VENTURES The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.	Is the Bidder a Joint Venture? Yes □ No □
C7	LICENSEThe Bidder certifies that it has and will maintain a valid (unexpired)license to operate as a Cleaning Services provider in Ireland for the entire duration of the contract.The bidder must provide the following document: A valid license with the Irish Contract Cleaning Association (ICCA)	

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 of Authorized Individual

Signature of Authorized Individual

Date





ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

Name of Bidder:	
Address:	
Contact person:	
Phone number:	
E-mail:	
Print name:	
Signature:	
Date: (yyyy-mm-dd)	

1. REGULAR CLEANING SERVICES – Category I

Firm Monthly Rate

Regular Cleaner

TABLE 1

	A	В	С
PERIOD	Firm Monthly Rate (Including all labor, material tools and supplies) (EUR) Taxes Excluded	Number of Months	Subtotal (EUR) Taxes Excluded (A) X (B)
Initial – Year 1 (Dec 2023 – Nov 2024)		12	
Initial – Year 2 (Dec 2024 – Nov 2025)		12	
Option Period 1 – Year 3 (Dec 2025 – Nov 2026)		12	
Option Period 2 – Year 4 (Dec 2026 – Nov 2027)		12	
Option Period 3 – Year 5 (Dec 2027 – Nov 2028)		12	
	Evaluat	ed Price (EUR):	



2. DEEP CLEANING SERVICES – Category II

Firm Hourly Rate

TABLE 2

	A	В	С
PERIOD	Firm Hourly Rate per resource (EUR) Taxes Excluded	Estimated Number of Hours	Subtotal (EUR) Taxes Excluded (A) X (B)
Initial – Year 1 (Dec 2023 – Nov 2024)		10	
Initial – Year 2 (Dec 2024 – Nov 2025)		10	
Option Period 1 – Year 3 (Dec 2025 – Nov 2026)		10	
Option Period 2 – Year 4 (Dec 2026 – Nov 2027)		10	
Option Period 3 – Year 5 (Dec 2027 – Nov 2028)		10	
Evaluated Price (EUR):			

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

3. Pricing Summary

PERIOD	Subtotal (EUR) Taxes Excluded (Evaluated Prices of Table 1 + Table 2)		
Initial – Year 1			
(Dec 2023 – Nov 2024)			
Initial – Year 2			
(Dec 2024 – Nov 2025)			
Option Period 1 – Year 3			
(Dec 2025 – Nov 2026)			
Option Period 2 – Year 4			
(Dec 2026 – Nov 2027)			
Option Period 3 – Year 5			
(Dec 2027 – Nov 2028)			
Subtotal			
Taxes (if applicable)	%	Amount	
TOTAL:			



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 and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION - Lowest Price Per Point

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. "obtain the required minimum of 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points."
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1 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.

CRITERIA M1			
Bidders Office Location			
The Bidder must have a permanent office within 60km of the Canad	dian Emb	assy to Irela	and, Dublin.
COMPLIANCE			
The Bidder must provide his permanent office address	Yes	No	Page#within the bid
CRITERIA M2			
Corporate Experience			
The Bidder must demonstrate that they have a minimum of thirty-s commercial cleaning services for projects of similar size and scope "A" Statement of Work, with a duration of a minimum of twelve (12) square meters and that managed a team of at least 1 resource. The experience must have been acquired within the last eight (8) years	e to the re) months,	quirement of an area of a	lefined in Annex at least 650
The Bidder must demonstrate its experience by providing the follow	ing inform	nation for ea	ich project:
 a) Name of the client organization b) Duration of services c) A brief description of the work d) Size of area e) Number of team members managed. f) Name and contact information of the reference (phone number or email) 			
The Bidder must provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.			
COMPLIANCE		Yes	No
The Bidder demonstrated that they have a minimum of thirty-six (3 months experience in providing commercial cleaning services within the last eight (8) years prior to the bid closing date, for projects of similar size and scope to the requirement defined in Annex "A" Statement of Work, with a duration of a minimum of twelve (12) months, an area of at least 650 square meters and that managed a team of at least 1 resource. Using the following table, the Bidder should provide the information table , should more than one table be required, it can be duplicated	a ı for each	project. On	e project per



PROJECT #1				
Name of the organization				
	Start Date (MM/YY)		End Date (MM/YY)	Duration in months
Duration of services	/		/	
Brief description of the work				
Size of area				
Type of Space				
Quantity of resources managed				
References of project	Name		Telephone	e number or Email



2 TECHNICAL CRITERIA POINT RATED

of Canada

Bids that meet all mandatory technical criteria will be evaluated and rated as indicated in the tables below.

This rating table will be used for the following criteria:

100% of the points	80% of the points	60% of the points	40% of the points	0% point
The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.	The response meets the minimum requirements and contains no significant weaknesses.	The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	The response includes some information; however, a substantial amount of information is missing. Some elements are poorly described.	The response includes very limited or no information.

CRITERIA R1	MAXIMUM POINTS			
 Understanding of the Statement of Work The Bidders should demonstrate how they intend to approach the work and meet the requirements described in Annex A—Statement of Work. In order to do that, Bidders should provide a Work Plan. The Work Plan should provide sufficient details to allow a clear understanding of how the Bidder expects to carry out the tasks described in Annex A—Statement of work and should include at the minimum the following information: Description of the specific cleaning methods used and waste management; Detailed work schedule of the cleaner(s) and processes/procedures to verify and control the arrival and departure times and absences of staff; Details on the recruitment, training and retention of cleaner(s) to meet the requirements outlined in Annex A, including the replacement of staff; Description of the proposed uniforms indicating the role of the cleaners and their status as employees of the Bidder; Description of the communication system between the Mission's Project Authority and the company; Description of the company's quality control system or method including the process used to identify and address instances of non- compliance and to take corrective action such as discipline policy, including verbal/written reprimands, suspensions; Procedures to verify compliance with all health and safety regulations and measures. 	70			
Using the following table, the Bidder should explain their understanding of the Statement of Work.				



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, "His Majesty", the "Minister" or the "Government" means His Majesty the King 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 (2022-12-01);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Security Requirements Check List (Annex C);
- (f) 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	t of Foreign Affairs, Trade and Development
Directorate	
Address:	
Telephone:	
E-mail addr	ess:

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

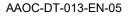
To be effective, any amendment to the Contract must be done in writing and signed by Canada's Representative and the Contractor's Representative. Canada's right to exercise an Option Period is excluded from this signatures requirement.

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







5.5 GENERAL CONDITIONS

<u>2035</u> (2022-12-01), *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 (3) additional one (1) 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 fifteen (15) days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.15.5 Independent Contractor

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

5.15.6 Conduct

The Contractor must:

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

5.15.7 Assigned Individuals

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

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

5.15.8 Resources

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

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

5.15.9 Replacements

Canada may order that a replacement individual stops performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in



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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 Dublin, Ireland

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. practise 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:

- 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 <u>2035</u> (2022-12-01) *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 <u>2035</u> (2022-12-01) *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 His Majesty) or section 154.01 (Fraud against His 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 His Majesty or section 418 (Selling defective stores to His Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- 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

Chancery Cleaning Services for the Embassy of Canada to Ireland, in Dublin

1. INTRODUCTION

The Embassy of Canada in Dublin (hereinafter referred to the "**Embassy**") provides consular services and promotes International Business Development Program in Ireland.

2. BACKGROUND

The Embassy covers approximately 670 m² multi-use facility and is housed on 3rd floor. The facility consists of offices, meeting rooms, waiting rooms, storage rooms and restrooms. The Embassy requires regular cleaning in order to maintain the facility in such a manner that it provides a clean, healthy and safe work environment for employees and visitors.

Description of Sites

The cleaning services are required at the Embassy of Canada in Ireland.

The gross area is approximately six-hundred and seventy square meter (670 m²) and has approximately 18 employees. The Embassy space has a number of amenities which consist of:

- one (1) lobby/reception,
- one (1) waiting area,
- two (2) consular booth,
- two (2) meeting rooms,
- two (2) full-service kitchen,
- four (4) bathrooms,
- one (1) shower,
- two (2) storage rooms, and
- fifteen (15) offices.

Transformer, Mechanical, Electrical and IT/Communications rooms are excluded from this requirement.

3. OBJECTIVES

The objective of this requirement is to obtain a scalable solution that will offer the services of a qualified resources to be assigned to accomplish cleaning services at the Mission's Chancery in Dublin, thus maintaining cleanliness and providing decent working and living conditions for their occupants. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

4. SCOPE OF WORK

The Contractor is considered independent and not an employee or agent of the Embassy and is responsible for providing all personnel, the supervision of the cleaning staff, and for performing service requirements and specifications at the frequency specified in Section 5 – Service/Task Specifications.

The cleaning services must meet the highest industry standard. The purpose of the cleaning is to ensure



that the consular premises are well kept, clean sanitized and free from any unpleasant odour at all times; presentable to guests and staff.

The Contractor must furnish adequate work force to complete the job within the required frequencies and timeframe. The Contractor is expected to provide courteous and competent services to the Embassy. The regular services are categorized into two (2) cleaning activities:

- 1) **Category I**: General Cleaning Services,
- 2) **Category II**: Scheduled Deep Cleaning including office windows, carpets and floors

5. TASK / REQUIREMENTS

The Mission requires professional cleaning Staff to perform cleaning and other manual tasks at the Mission's properties such as but not limited to the ones identified under 5.1 CLEANING SERVICES.

These service specifications set forth the minimum level of the required services. It remains the prerogative of the Project Authority to add cleaning tasks to these non-exhaustive lists.

5.1. CLEANING SERVICES

Canada requires the Contractor to provide Services for the following 2 categories;

5.1.1. CATEGORY I: GENERAL CLEANING SERVICES

General Cleaning services are pre-determined tasks.

The cleaning of the Embassy must be undertaken with care in order to ensure that cleaning activities are thoroughly completed and the furniture remains at their original places. The chairs and armchairs in the meeting rooms must correctly be placed around the tables at the end of the cleaning activity.

The Contractor must complete the following tasks and according to the identified frequencies The cleaning activities are divided into daily, weekly and monthly tasks.

	Daily	Weekly	Monthly	Trimestral
OFFICES				
Vacuum carpets.	X			
Remove all debris/litter	X			
Empty waste paper bins	X			
Maintain and clean boardroom	X			
Clean windows sills	X			
Spot clean walls	X			
Starting and emptying the dishwashers	X			
Dust and clean window ledges;		Х		
Clean partition glasses		Х		
Low dusting		Х		
On the last day of each working week, the Contractor is required to concentrate effort in order to give a mini rotational spring clean to the following areas:				



			1	
	Daily	Weekly	Monthly	Trimestral
	Daily	WEEKIY	wontiny	Timestrai
Week 1: Ambassador's office, work area of the assistant to			X	
the Ambassador and political Officer's office			X	
Week 2: All Trade section offices, Trade Assistant's work			X	
area and PERPA Assistant's office			X	
Week 3: Consular Office			Х	
Week 4: Mail Room and Administration Section offices.			Х	
BOARDROOMS, MEETING AND CONFERENCE ROOMS				
Dust furniture and tables;	Х			
Dry clean unwritten whiteboards;	Х			
Vacuum carpet floors;	Х			
Spot clean walls, windows and doors	Х			
PUBLIC AREAS: ENTRANCE/RECEPTION AND WAITING				
ROOM				
Sweep and mop all floors.	X			
Vacuum carpet.	Х			
Spot clean walls;	Х			
Clean lock-cases;	Х			
Clean visitor desk, damp wipe with germicide the visitor	X			
phone in reception and the consular booth;	^			
Dust and clean security guard desk and public space.	X			
Dust and clean window ledges;		Х		
Clean partition glasses in reception and consular both		Х		
Vacuum seats in reception;		Х		
1 FURNITURE				
2 All furniture (including frames and window ledges)				
must be free of dust and damp wiped.				
Clean areas and offices furniture and chairs;	X			
Damp wipe tables and/or desk stains, wipe and/or vacuum				
chairs;	X			
Empty garbage and recycle bins;	Х			
Remove stains from furniture, using a suitable product for				
fabrics.	X			
Vacuum upholstered furniture including removal and		v		
vacuuming of cushions.		X		
FLOORS (ALL TYPES)				
The Contractor must display Danger Wet Floor signs when				
performing wet floor cleaning operations. Furniture and				
wastepaper baskets are not to be placed on desks and				
tables during cleaning operations. Use suitable soap depending on the floor type				
All floor types shall have a clean appearance. Sweep and				
wash floors.	X			
Spot clean all uncarpeted floors	x			
Spray buff tiled floors		Х		
CARPETS AND RUGS				
Clip loose threads during vacuuming operation;	X			
		L	I	l



	Daily	Weekly	Monthly	Trimestral
Sweep or vacuum exposed flooring during clean log operations;	х			
Remove spots and stains from carpeting and rugs using				
methods and solutions approved by carpet manufacturers	x			
and clean up spills as soon as possible after observation or	^			
notification;				
Pick up litter (paper, paperclips, elastics, etc.) off carpets;	X			
Vacuum traffic lanes.	X			
Vacuum all carpeting and rugs on a full floor basis		Х		
WASHROOMS				
All washrooms shall be cleaned, disinfected and treated with				
germicides on a daily basis				
To keep washrooms in a clean and disinfected state as required	x			
Ensure all dispensers are at least eighty (80) % full; restock, as necessary;	х			
Clean and dry all fixtures, spot clean mirrors, wipe counters				
and insure that toilets and sinks are clean and that there is	x			
no water or papers on floors;				
Sweep and wash floors;	Х			
Dust top of partitions and spot clean;	X			
Remove all trash from strainers in base of urinals;	X			
Clean both sides of toilet seats interior and exterior of bowls;				
urinals and washbasins, toilets and urinals shall be free of	x			
stains, water spots and scale;				
Clean all water taps, dispensers, doors and flush valves;	Х			
Clean flush tanks, shelves, high ledges, mirrors, window				
ledges and exposed piping;	X			
Sinks and hardware (flush valves, handles, and				
escutcheons) will be clean and bright (free of corrosion or	x			
verdigrises' (green/blue deposit) and organize deposits (e.g.	^			
calcium build-up);				
Walls particularly under dispensers near urinal and toilets	x			
will be clean and have no streaks;	^			
Doors will be clean and sanitized including handles, kick	x			
plates and push plates;				
Air grills and door grills will be clean and be free of dusts;	Х			
Replenish soap, toilet paper and paper towel dispensers, all	x			
dispensers will be at least eighty (80) % full				
Unclog all toilets with plungers, if unsuccessful report	x			
immediately to the Project Authority;				
Wash in depth all tiled floors including spraying buff if		x		
required.				
Pour a pail of clean water into floor drains;			X	
Machine scrub floors.			Х	•
Wash and disinfect wastepaper and refuse receptacles			Х	
including metal containers.				[



	Daily	Weekly	Monthly	Trimestral
Wash both sides of partitions, partition doors and walls			x	
enclosed by partitions.			^	
SHOWER				
Patrol and clean shower room daily;	Х			
Ensure all shower floor, wall, door and fixtures are wiped dry;	x			
Remove all pieces of soap and any debris (including hair) from the shower floor drain;	Х			
Wash with a germicide, including shower curtains, and dry walls;	x			
Clean shower door;	X			
The shower nozzles and taps will be clean and bright, free				
from calcium deposit;	X			
Scrub floors and duck boards;	Х			
Report any blockage or leaks to the Project Authority;	X			
Air and door grills will be clean and free of dust.	Х			
Power hose walls, wash shower curtains and/or shower doors using germicide to remove soap residue;	x			
Machine scrub floors to remove soap residue using germicide.	Х			
KITCHEN				
Dust all horizontal and vertical surfaces;	X			
Sweep and wash floors;	X			
Wash all furniture, tables, chairs, sinks, faucets, counters	X			
etc.;	V			
Supply and replenish all soap and paper towel dispensers;	X			
Empty, wash and disinfect garbage cans and waste receptacles and replace plastic bags;	X			
Spot clean all walls, windows, doors and exterior of cupboards;	x			
Empty, wash and disinfect multi use recuperation receptacles and replace with clear new plastic bag;	х			
Spot clean exterior of all appliances;	X			
Clean inside of microwave and fridge.	X			
Empty fridges from out-dated food.		Х		
Clean fridges and dishwashers inside			Х	
Start the dishwasher self-cleaning program				х
MISCELLANEOUS				
Clean all bright metal surfaces: Bright metal (copper, brass,				
stainless steel, brushed aluminums, etc.) shall have a clean	x			
shine without marks, stains, polish residue or verdigrises'				
(green/blue deposit), clean with an approved product.				
WASTE RECEPTACLES				
Supply and install plastic bags of correct size when dirty or				
torn in garbage cans and waste receptacles	-			
Empty and damp wipe interior and exterior of central garbage cans, and waste receptacles.	Х			



	Daily	Weekly	Monthly	Trimestral
WALLS, PARTITIONS, BASEBOARDS AND CEILINGS				
Spot clean walls, partitions and glass partitions;	X			
Remove cobwebs from ceilings	X			
Dust walls, columns and frames;		Х		
Dust all baseboards, ledges and mouldings;		X		
Clean glass partitions.		X		
DOORS AND DOOR FRAMES				
Spot finger prints and clean doors, push bars, kick plates,				
hand plates and door frames.	X			
Dust door grills.	x			
Damp wipe doors and door frames			Х	
SUPPLIER' SPACE AND JANITOR'S CLOSETS			~	
Maintain floors and fixtures as per washrooms;	X			
Vacuum cleaners shall be emptied at the end of each shift	X			
and cord neatly wrapped;				
Trash container shall be clean and empty of trash, caddy	X			
clean and free of personal items;				
Floor buckets shall be emptied and cleaned, mops washed	v			
and mounted on racks where available or stood with head	X			
up to dry;	V			
All equipment stored in a neat organized manner at all times.	X		X	
Wash all walls and shelves			X	
GARBAGE/RECYCLING/RECUPERATION MATERIAL				
AND PICKUP AREA				
"Saddle" boxes at each individual workstation are to be				
emptied daily of garbage and recycling and cleaned as				
required. The Contractor shall use the proper recyclable				
garbage bags				
Empty all garbage & recycling into large plastic bags of				
different colors;	X			
Sweep floor and damp mop after pickup;	X			
Spot clean walls;	X			
Wash and disinfect all recycling bins located throughout the	~			
offices, and other areas of the Embassy;	X			
Wash and disinfect trash carts, clean every Friday and shall				
be without any soil or marks present and shall be odour free.		X		
PAPER SAVE AND RECUPERATION, MULTI-USE				
INSTALLATIONS				
Cardboard shall be flattened and shall be placed in the				
designated bag. All paper shall be collected from the saddle				
boxes and other recycling bins and placed in designated				
bag. Non-recyclable materials shall be disposed of as				
garbage				
Remove surface contamination/garbage from recycling	x			
containers;	-			
Removal of suitable bagged shredded paper and vacuuming	х			
of any spillage;				



	Daily	Weekly	Monthly	Trimestral
Remove paper towels from washrooms and place in proper recycling containers;	x			
Collection of paper from recyclable paper receptacles in all areas;	х			
Clean exterior of the recycling containers and multi-use recuperation receptacles;	х			
Collect recyclable materials and store in designated area;	Х			
Clean interior and sanitize of the recycling containers and multi-use recuperation receptacles.	Х			

WASTE MANAGEMENT

Waste collection and removal services for each Facility shall be performed in accordance with the local waste management and recycling program. This includes providing garbage bags of different colors that respect the code established by Dublin City hall.

Duties shall include but not be limited to replacing dirty garbage bags, picking up litter, and washing exterior surfaces of garbage and recycling receptacles on a regular basis.

The Contractor shall collect all materials as scheduled to avoid overfill and bad odour.

The Contractor shall comply with national policies, applicable legislation and bylaws controlling waste disposal and recycling and possess all necessary certification and licensing.

The Contractor shall be responsible for the removal and separation of all recyclable materials including, but not necessarily limited to mixed office paper, newspaper, old corrugated cardboard, aluminum and steel cans, plastics, and organic material, placing these in designated color bags, according to the local waste management and recycling program.

Recycling containers provided by the Embassy shall be placed throughout it, including locations such as corridors, lobbies, kitchens, filing and stock rooms, and any other area deemed necessary.

All central garbage bins must be emptied daily. All containers must contain the appropriate liners and be replaced as necessary.

The Contractor shall comply with all local regulations, practices or policies, including supply of proper bags and/or containers.

RECYCLING

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

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 basement.

Clear plastic bags (liners) must be used in all recycling 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. There is one set or recycling center on each floor covered by the present.

5.1.1.1. Special instructions

Inform the Project Authority of the presence of any insects, vermin or any other infestation.

All light furniture and furniture fitted with wheels will be moved. It is formally forbidden to place furniture, chairs and bins on tables and desks.

The cleaning staff must never move or touch papers, files and materials left on the furniture. If a desk must be cleaned, all articles on the desk will be removed before the cleaning by an Embassy staff member. Avoid allowing cleaning and chemical products to seep under furniture legs, file cabinets or partition bottoms.

Do not dilute or modify cleaning products unless specified in the manufacturers' instructions.

Do not move any anti-vermin and pest traps or products which may have been placed in different areas in the Embassy.

Never let water stagnate after a cleaning activity. Empty water containers, remove any water on the ground with rubber scrapper and drain off in closest drains.

5.1.2. CATEGORY II – ANNUAL DEEP CLEANING

The Category II - Scheduled deep cleaning including office windows, carpets and floors.

The Contractor is required to provide cleaners, materials and equipment for one-day deep cleaning of office windows, carpets and floors.

5.2. WORKSITE EQUIPMENT, TOOLS, MATERIAL, AND SUPPLIES

5.2.1. Contractor to supply

5.2.1.1. Equipment and tools

The Contractor must provide all materials, supplies, tools, equipment and other items or services necessary to perform the requirements for the cleaning services in a safe and effective manner as defined in this scope of work.

The Contractor must supply commercial quality cleaning equipment to ensure the cleanliness and sanitation of all areas in the Mission. The equipment provided must be good quality, appropriate to the task and





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environment friendly, scent-free, of good quality and energy efficient.

The Contractor must ensure that all equipment used to perform the work is in a good and functional state. The Project Authority reserves the right to have the equipment judged to be unsafe, not suitable or defective taken out of service.

Equipment includes but is not limited to;

- > brooms
- > brushes
- mops (wet and of treated yarn or cloth)
- ➢ Vacuum
- > buckets
- > mop tank wringers
- janitorial carts
- > rags

Other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services.

The Contractor is entirely responsible for the periodical testing of on-site equipment in accordance with any Health and Safety requirement under local Law.

Vacuum cleaners must have HEPA dust filters and have a low noise output when in maximum operation.

The Contractor must provide replacement equipment, if and when necessary.

The Contractor must provide the list of equipment used for the cleaning to the Project Authority for approval

5.2.1.2. Materials and Supplies

The Contractor must supply, all materials and supplies required to carry out the work as described within the present Statement of Work. All products used in the accomplishment of this requirement must be in accordance with Health and Safety codes. GAC will promote the use of green products and practices, whenever possible.

Cleaning products should have an approved eco-label that confirms both the environmental features and the performance of the product. All cleaning supplies and products must be properly labeled. Any chemicals used must have Material Safety Data Sheet (MSDS) available for inspection. Any chemicals not approved by Project Authority will be removed immediately and the Contractor will replace them with the proper type.

General features of environmentally preferable cleaning products used in Cleaning Services delivery include:

- > Use of concentrated forms, to reduce volume and weight transported and to reduce packaging;
- Biodegradability;
- Packaging in non-aerosol containers;
- Packaging of cleaning products are recyclable and reusable; Exclusion of toxic ingredients and petrochemical compounds;
- > Produce minimal or no irritation to skin, eyes, respiratory system; and
- > Exclusion of unnecessary dyes, fragrances and corrosive/highly flammable compounds.

5.2.2. Mission to supply

> Space to store equipment, tools and materials on site while undertaking the assignment.



The Mission will not be responsible for any loss or damage of the Contractor's equipment, supplies, materials or personal belongings.

- > Permission to use the guest bathrooms and kitchen within the Embassy.
- > supply soap, toilet papers and hand towels.
- > provide electricity and water on site.

5.3. SCHEDULE OF OPERATION

For Category I

The cleaning operations shall be performed from Monday to Friday between **08:30 and 12:30** or per prior arrangement with the Project Authority outside of these times.

For Category II

The annual deep cleaning shall be performed in March after winter time. The suitable time and day will be coordinated with the Project Authority.

The Embassy has 11 statutory holidays per year. These days may change from year to year and do not necessarily correspond to the national holidays observed by Ireland. Cleaning service provided to the Embassy must follow the holiday schedule and opening hours as determined by the Canadian Embassy. The Contractor will be provided a list of holidays each year by the Project Authority.

5.4. CONTRACTOR'S PERSONNEL

The daily cleaning services at the Embassy require **one (1) regular cleaner**. The Contractor will be required to replace the regular cleaning employee when absent. Thus, the Contractor must provide three (3) cleaning employees for security clearance. The two others will provide service cover whenever the main regular cleaning employee is absence.

The Embassy requires cleaner (s) for the one (1) day annual deep cleaning of all office windows, carpets and floors after winter time.

All staff assigned to the Embassy, whether permanent or temporary, must be properly trained and able to perform the work required. All cleaning staff must adhere to the strictest requirements in terms of discretion and integrity as well as being medically fit to carry out their work.

The cleaning employees are required to have security clearance as required by the Embassy. Security checks must take place prior to initial assignment of staff to the Embassy and may have to be renewed on a periodic basis, as required by the Embassy.

5.5. BEHAVIOR

Upon discovery of any abnormalities or issues while conducting the work, the Contractor must report it immediately to the Project Authority to ensure appropriate actions are being taken; and with due recognition of the special nature of the Mission, take care that his/her assigned cleaning staff do not inconvenience the business activities of the Mission's personnel, clients and visitors.

The Contractor must ensure that cleaning staff project a positive image with a good attitude. The Contractor will be solely responsible for the conduct, behavior and discipline of their employees.



5.6. HEALTH AND SAFETY REQUIREMENTS

The Contractor must adhere to and comply with all Health and Safety provisions for securing the health, safety and welfare of workers engaged in the performance of this contract.

The Contractor must take all necessary steps to protect personnel and property from any harm during the course of this contract.

The Contractor must provide adequate safety material for the performance of cleaning services such as: masks, goggles, gloves and any other material to ensure cleaning personnel safety.

The Contractor must comply with all the safety measures in place relative to the staff and fire hazards recommended by the national codes and/or required by the competent authorities concerning the use of equipment, materials, tools, cleaning products, work habits and procedures;

The Project Authority reserves the right to ask for the replacement of cleaners who do not respect safety regulations when using equipment or the relevant personal safety rules.

5.7. UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The Contractor shall ensure that all persons employed in the performance of the services shall at all times be properly attired and presentable having due regard to all safety regulations and requirements.

The Contractor must supply uniforms to its on-site personnel, clearly identifying them as employees of the Contractor and distinguish them as cleaners. Such uniforms must be selected in a manner that ensures a consistently excellent representational image (i.e. clean, neat and in good repair) for Canada and must be approved by the Project Authority prior to commencement of the Work.

The Contractor shall provide to all persons employed in the performance of the services the necessary tools and materials as to keep them safe from harm and injury, including but not limited to:

- > Gloves
- safety shoes
- safety belts
- hard hats
- > waist straps when hanging, etc.

The Project Authority maintains the right to refuse receiving services where the Contractor has not taken the safety precautions anticipated or required for the safe and sound performance of any services.

5.8. INSPECTION AND DOCUMENTATION

The Embassy will conduct inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The Project Authority shall make the final determination as to whether any task has been satisfactorily performed.

The Project Authority will also maintain a record comprised of complaints from embassy staff and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within twenty-four (24) hours of its receipt.

The Contractor must correct the deficiency within 24 hours from notice of the deficiency, or sooner depending on the severity of the issue if the Project Authority determines that any task has not been performed adequately or satisfactorily.

The following criteria will be used by the Embassy to determine "Acceptance" of the Services provided



under this SOW (see section 5 – Service/Task Specifications).

- Frequency of tasks,
- Staffing;
- Complaints received;
- Completion of the tasks identified by location

The Contractor must use reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work with professional quality.

The Contractor must maintain a history folder in chronological order with meeting notes and correspondence related to inspections.

The folder must be made available to Embassy personnel upon request within five (5) working days.

6. DELIVERABLES

Within 15 days of signing the contract, the Contractor must submit and maintain throughout the life of the service:

- The Contractor must provide an organizational plan and schedule of activities to be performed by the Contractor's personnel. These schedules must list the Mission's daily, weekly, monthly, every quarter and bi-annually cleaning tasks. These schedules are to be examined, and approved, by the Project Authority prior to commencement of the Work.
- The Contractor's designated person will meet with the Project Authority on a quarterly basis throughout the entire duration of the contract. During those meetings, this person will present all reports and take notes of all important points to act upon.
- > A roster of any assigned staff, including names, phone numbers, and addresses.
- An itemized list of all cleaning materials to be used, meeting all requirements in section 5.4.1.2 Materials and Supplies. At a minimum, the list must include the material's and/or cleaning product's brand name, quantity, application, a description of what it is used for, if it is biodegradable, and any special instructions. All materials must be approved by the Project Authority prior to usage, including all substitutions.
- An itemized list of all cleaning equipment to be used, meeting all requirements in section 5.4.1.1 Equipment and Tools. At a minimum, the list must include the equipment manufacturer, name of the equipment, and application. All equipment must be approved by the Project Authority prior to usage, including all substitutions.
- The Contractor is required to meet with the Project Authority to resolve technical and contractual problems that might occur during the term of the contract or to discuss the progress made in the performance of the contractual obligations.

7. CONSTRAINT

All keys entrusted to the Contractor must be fully protected at all time, not leave the work premises and returned every day, before site departure. In the event keys are lost while in his/her custody (signed), the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the lost.

All ID cards entrusted to the Contractor must be fully protected at all times, and reported immediately if lost or stolen.

Cleaning of Storage areas must be done under the supervision of a member of the Property staff.



The Contractor is required to have a contingency plan to ensure continuity of the work in the event of unforeseen circumstances such as sickness and strikes.

8. LANGUAGE OF WORK

The official working languages of the Embassy are English or French. The Contractor must be capable of receiving requests and instructions and provide explanations in English or French to the Embassy employees. Any interpretation costs that may be incurred by the Bidder to meet this requirement are the sole responsibility of the Bidder.

9. LOCATION OF WORK

Embassy of Canada to Ireland, in Dublin, 7 – 8 Wilton Terrace, 3rd Floor, Dublin, D02 KC57, Ireland.

10.TRAVEL AND TRANSPORTATION

All costs and expenses incurred by the Contractor for the performance of the work, including local transportation of personnel and delivery of materials and supplies is the sole responsibility of the Contractor. GAC will not reimburse Contractor for such expenses.



ANNEX B - BASIS OF PAYMENT

1. REGULAR CLEANING SERVICES – Category I

Firm Monthly Rate

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

During the extended period of the Contract, the Contractor will be paid the following firm monthly rates, as per lines Option Period to perform all the Work in relation to the contract extension

PERIOD	Firm Monthly Rate (Including all labor, material tools and supplies) (EUR) Taxes Excluded
Initial – Year 1	
(Dec 2023 – Nov 2024)	
Initial – Year 2	
(Dec 2024 – Nov 2025)	
Option Period 1 – Year 3	
(Dec 2025 – Nov 2026)	
Option Period 2 – Year 4	
(Dec 2026 – Nov 2027)	
Option Period 3 – Year 5	
(Dec 2027 – Nov 2028)	

TABLE 1

2. DEEP CLEANING SERVICES – Category II

Firm Hourly Rate

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

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

PERIOD	Firm Hourly Rate per resource (EUR) Taxes Excluded
Initial – Year 1	
(Dec 2023 – Nov 2024)	
Initial – Year 2	
(Dec 2024 – Nov 2025)	
Option Period 1 – Year 3	
(Dec 2025 – Nov 2026)	
Option Period 2 – Year 4	
(Dec 2026 – Nov 2027)	
Option Period 3 – Year 5	
(Dec 2027 – Nov 2028)	





ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

Government Gouverneme	nt	Contract Number / Numéro du contrat
T of Canada du Canada		Security Classification / Classification de sécurité
	SECURITY REQUIREMENTS CHE	TIVES À LA SÉCURITÉ (LVERS)
PART A - CONTRACT INFORMATION / PARTIE 1. Originating Government Department or Organiz		2. Branch or Directorate / Direction generale ou Direction
Ministère ou organisme gouvernemental d'origin		
3. a) Subcontract Number / Numéro du contrat de	sous-traitance 3. b) Name and A	ddress of Subcontractor / Nom et adresse du sous-traitant
 Brief Description of Work / Brève description du Dubin Mission Cleaning Contract - cleaning of Chanol 		
 a) Will the supplier require access to Controlled Le fournisseur aura-t-il accès à des marchani 		No Ye
 b) Will the supplier require access to unclassifie Regulations? Le fournisseur aura-t-il accès à des données sur le contrôle des données techniques? Indicate the type of access required / Indiquer li 	techniques militaires non classifiées qui	ovisions of the Technical Data Control No No Ou sont assujetties aux dispositions du Règlement
8. a) Will the supplier and its employees require at Le fournisseur ainsi que les employés auront (Specify the level of access using the chart in (Préciser le niveau d'accès en utilisant le tabl)	coess to PROTECTED and/or CLASSIFIE -ils accès à des renseignements ou à der (Question 7. c) leau qui se trouve à la question 7. c)	s biens PROTĖGĖS et/ou CLASSIFIĖS? Vien Vien Vien Vien Vien Vien Vien Vien
à des renseignements ou à des biens PROTI	on or assets is permitted. eurs, personnel d'entretien) auront-ils ac ÉGES et/ou CLASSIFIES n'est pas autor	oès à des zones d'acoès restreintes? L'acoès isé.
 c) Is this a commercial courier or delivery requir S'agit-il d'un contrat de messagerie ou de livr 		e nuit? No Ve
7. a) Indicate the type of information that the suppl	lier will be required to access / Indiquer le	e type d'information auquel le fournisseur devra avoir accès
Canada	NATO / OTAN	Foreign / Étranger
7. b) Release restrictions / Restrictions relatives à No release restrictions	All NATO countries	No release restrictions
Aucune restriction relative à la diffusion	Tous les pays de l'OTAN	Aucune restriction relative à la diffusion
Not releasable À ne pas diffuser	(11-10)	
Restricted to: / Limité à :	Restricted to: / Limité à :	Restricted to: / Limité à :
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): / Préciser le(s)	pays : Specify country(ies): / Préciser le(s) pays :
	a (a	
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A	NATO UNCLASSIFIED NATO NON CLASSIFIÉ	PROTECTED A PROTÉGÉ A
PROTECTED B	NATO RESTRICTED	PROTECTED B
PROTÉGÉ B	NATO DIFFUSION RESTREINTE	PROTÉGÉ B
PROTECTED C	NATO CONFIDENTIAL	PROTECTED C
PROTÉGÉ C	NATO CONFIDENTIEL	PROTÉGÉ C
CONFIDENTIAL	NATO SECRET	CONFIDENTIAL
CONFIDENTIEL	NATO SECRET COSMIC TOP SECRET	CONFIDENTIEL SECRET
SECRET	COSMIC TRÈS SECRET	SECRET
TOP SECRET	Country Theo Oborner	TOP SECRET
TRÈS SECRET		TRÈS SECRET
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT)
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Government Gouvernement of Canada du Canada Contract Number / Numéro du contrat Security Classification / Classification de sécurité

 Will the sup Le fourniss 		TED and/or CLASSIFIED COMSEC information or assets? nements ou à des biens COMSEC désignés PROTEGES et/ou CLASSIFIÉS?	✓ No Yes Non Oui
Dans l'affin	mative, indiquer le niveau de ser		
		y sensitive INFOSEC information or assets? nements ou à des biens INFOSEC de nature extrêmement délicate?	Non Ves Non Oui
	s) of material / Titre(s) abrégé(s)		
	Number / Numéro du document RSONNEL (SUPPLIER) / PART	E B - PERSONNEL (FOURNISSEUR)	
		ired / Niveau de contrôle de la sécurité du personnel requis	
1	RELIABILITY STATUS COTE DE FIABILITÉ	CONFIDENTIAL SECRET TOP SEC CONFIDENTIEL SECRET TRES SE	
	TOP SECRET- SIGINT TRÈS SECRET - SIGINT		TOP SECRET TRES SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMEN	TS.	
	Special comments: Commentaires spéciaux :		
		ening are identified, a Security Classification Guide must be provided. reaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit êtr	e fourni
	screened personnel be used for	portions of the work?	No /Yes
	sonnel sans autorisation securita will unscreened personnel be es	ire peut-il se voir confier des parties du travail?	Non Oui
Dans l'	affirmative, le personnel en ques	tion sera-t-il escorté?	Non Oui
PART C - SA	FEGUARDS (SUPPLIER) / PAR	TIE C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMATI	ION / ASSETS / RENSEIGN	EMENTS / BIENS	
11 -1 14/20 -	supplies he may lead to making	and store PROTECTED and/or CLASSIFIED information or assets on its site or	No Yes
premise		and slote PROTECTED and/or CLASSIFIED Information of assets on its site of	Non Oui
Le four CLASS	nisseur sera-t-il tenu de recevoir	et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	
		rd COMSEC information or assets? des renseignements ou des biens COMSEC?	No Yes
and the second second		des rensegnements du des biens domoito:	
PRODUCTIO	ON		
11 o) Will the	ntoduction (manufacture and/or r	epair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment	No Yes
occur a	t the supplier's site or premises?		✓ Non Oui
	tallations du fournisseur serviront- LASSIFIÉ?	elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGE	
erou o			
INFORMATI	ON TECHNOLOGY (IT) MEDIA	/ SUPPORT RELATIF A LA TECHNOLOGIE DE L'INFORMATION (TI)	
			No TYes
	supplier be required to use its IT s ition or data?	systems to electronically process, produce or store PROTECTED and/or CLASSIFIED	Non Oui
Le four	nisseur sera-t-il tenu d'utiliser ses	propres systèmes informatiques pour traiter, produire ou stocker électroniquement des	
renseig	nements ou des données PROTÉ	GES 6000 GLASSIFIES :	
		e supplier's IT systems and the government department or agency?	Ves Ves
	era-t-on d'un lien électronique entr nementale?	e le système informatique du fournisseur et celui du ministère ou de l'agence	Non Oui
Bouven	net met melle 2		
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Government Gouvernement of Canada du Canada

Contract	Number /	Numero	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 Categorie	PROTECTED PROTÉGÉ				CLASSIFIED CLASSIFIÉ			NATO					COMSEC			
	٨	6	c	CONFIDENTIAL	SECRET	TOP SECRET	NATO RESTRICTED	NATO CONFIDENTIAL	NATO SECRET	COSMIC TOP SECRET		OTECT		CONFIDENTIAL	SECRET	TOP SECRET
	CONFIDENTIEL	TRÈS SECRET	NATO DIFFUSION RESTRENTE	NATO CONFIDENTIEL			•	в	c	CONFIDENTIEL		THES SECRET				
Information / Assets Renseignements / Biens		- X.			152	1		8	8		151					
Production	1	2.5		121.	555			10 III	8 6			19				
IT Media / Support Ti		T (Ĩ		111											
IT Link / Lien électronique				100	191		191		10 N		101					
and a second second				a la sur cas ber prays				RUIEGEE PI	Jou CLAS	SIFIEE?					✓ No	
If Yes, classif Dans l'affirma	ative	, cla	ssif	ier le présent	formula	ire en ind	m in the are liquant le niv	a entitled "S	ecurity C						Non	
	on d	e sé tatio	essif curi	ier le présen té » au haut ached to this	t formula et au bas SRCL be	re en ind du formu PROTEC	m in the are liquant le niv alaire. TED and/or (ea entitled "S veau de sécu CLASSIFIED?	ecurity C rité dans	lassificat				[Non Non	

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