Title

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# **CANADA'S REPRESENTATIVE**

of Canada

NATALIIA LIU 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.

Cleaning Services for the Embassy of Canada to Switzerland in Bern		
Solicitation no. 24-253012	<b>Date</b> March 12, 2024	
Proposal Delivery		
n order for the proposal to be valid, it must be received no later than 2:00 p.m. EDT (Eastern Daylight Time, Ottawa, Ontario, Canada), on April 12, 2024. This date s referred to herein as the "Closing date".		
Only electronic copies will be accepted and received at he following email address:		
internationalproposals@internation	nal.gc.ca	
Solicitation #: 24-253012		
Offer to: Department of Foreign Affairs, Trade and Development Canada		
We hereby offer to sell to His Maright of Canada, in accordance veconditions set out herein, referrent tached hereto, the goods and herein and on any attached sheet out therefor.	with the terms and ed to herein or services listed	
Name and title of person authorized to sign on behalf of the supplier.		
Signature	Date	





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# **PART 1 - GENERAL INFORMATION**

#### 1.1 INTRODUCTION

The RFP is divided into 5 parts plus attachments and annexes, as follows:

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- 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 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 Department of Foreign Affairs, Trade and Development (DFATD) to provide cleaning services for the Embassy of Canada to Switzerland in Bern, as described in the Statement of Work (Annex A).
- The Work is to be performed from the contract award date tentatively set for May 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 (1) 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 Contract Security Program of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.
- 1.2.4 The requirement may be subject to the provisions of the:
  - Canadian Free Trade Agreement (CFTA)
  - Canada Chile Free Trade Agreement
  - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
  - Canada Columbia Free Trade Agreement
  - Canada European Union Comprehensive Economic and Trade Agreement (CETA)
  - Canada Honduras Free Trade Agreement
  - Canada Korea Free Trade Agreement
  - Canada Panama Free Trade Agreement



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- Canada Peru Free Trade Agreement
- Canada UK Trade Continuity Agreement (Canada-UK TCA)
- Canada Ukraine Free Trade Agreement

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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.



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# **PART 2 - BIDDER INSTRUCTIONS**

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### 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-quidelines/standard-acquisition-clauses-and-conditionsmanual to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16).

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

NOTE: It is strongly recommended that Bidders visit the above site to better understand these clauses and conditions.

#### 2.3 STANDARD INSTRUCTIONS

- The 2003 (2023-06-08) Standard Instructions Goods or Services Competitive Requirements 2.3.1 (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual/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 epost Connect service" are deleted; and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- 2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety.

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

**Delete**: sixty (60)

**Insert**: one hundred and 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



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

#### 2.3.6 Subsection 07 (2022-03-29) Delayed Bids

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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 should 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.



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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
  - (b) prepare its bid in accordance with the instructions contained in the RFP;
  - (c) submit by closing date and time a complete bid;

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- (d) send its bid only to the address specified on page 1 of the RFP;
- (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
- (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5 Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6 Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- **2.4.7** A bid cannot be assigned or transferred in whole or in part.

#### 2.5 BIDDER'S SITE VISIT - MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at Kirchenfeldstrasse 88, 3005 Bern, Switzerland, on March 21, 2024, at 09:00 am Switzerland local time.

Bidders should confirm their attendance with Canada's Representative and provide the names of the representatives who will attend by March 20, 2024.

Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.



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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

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- 2.6.1 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 business 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 favor 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.



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# 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

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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 Criminal Code; or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code; or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Competition Act, or
- (e) section 239 (False or deceptive statements) of the Income Tax Act, or
- (f) section 327 (False or deceptive statements) of the Excise Tax Act, or
- (g) section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act; or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Controlled Drugs and Substance Act, or
- (i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



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# PART 3 - BID PREPARATION INSTRUCTIONS

du Canada

#### 3.1 BID PREPARATION INSTRUCTIONS

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

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

Please note: bids may be modified or resubmitted only before the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

# Section I: to be labeled "Technical Bid";

#### 3.2 TECHNICAL BID INSTRUCTIONS

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

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

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

# Section II: to be labeled "Financial Bid";

#### 3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with 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

Bidders must quote an all-inclusive Firm Price in the Swiss franc (CHF) in the attached Financial 3.4.1 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



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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.

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#### 3.5 FIRM HOURLY RATES

- **3.5.1** Bidders must quote Hourly Rates in the **Swiss franc (CHF)** in the attached Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).
- **3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- 3.5.3 All payments will be made according to the terms of payment set out in the Draft Contract.

# Section III: to be labeled "Certifications";

#### 3.6 CERTIFICATIONS

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



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# **ATTACHMENT 1 TO PART 3 - CERTIFICATIONS**

Bidders must provide the required certifications and additional information to be awarded a contract.

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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.

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 Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.	
C2	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 Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:  a) an individual; b) an individual who has incorporated;	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?



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	a partnership made of former public servants; or     a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.	Yes □ No □
	"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> , 1970, c.R-10, and the <i>Royal Canadian Mounted Police Superannuation Act</i> , R.S., 1985, c.R-11, the <i>Members of Parliament Retiring Allowances Act</i> , R.S. 1985, c.M-5, and that portion of pension payable to the <i>Canada Pension Plan 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 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 <i>Contracting Policy Notice: 2012-2</i> and the <i>Guidelines on the Proactive Disclosure of Contracts</i> .	
СЗ	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 the use of	Does the Bidder intent to use one or more subcontractors?  Yes □  No □
	Canada reserves the right to approve or reject the use of subcontractors as per the Resulting Contract Clauses part of this RFP.	
C4	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 □  ———
C5	VALID LICENSE  The Bidder certifies that it has and will maintain a valid (unexpired) license to operate as a cleaning services provider, registered with appropriate authorities in Switzerland for the entire duration of the contract.	



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C6	Environmentally friendly products  The Bidder must certify that it is able to meet the requirements described in the Statement of Work to supply and use environmentally friendly cleaning products and materials for cleaning purposes in the Embassy premises throughout the duration of the Contract.  The Bidder must provide a signed statement which attests that:	a) Attests that all products that will be used for cleaning purposes by the Bidder at the Embassy of Canada in Bern, will be safe for the environment;  Yes  \( \text{No} \)  No \( \text{No} \)  b) Agrees to allow periodic verifications by the Project Authority to validate the products used in the performance of the Contract are labelled safe for the environment;  Yes \( \text{No} \)  No \( \text{Confirms that any product deemed not to meet the Project Authority's environmental standards will be replaced by a product which does, at the Bidder's sole expense, within one month.  Yes \( \text{No} \)  No \( \text{No} \)
By completing,	SIGNING AND STATEMENT 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 Author	orized Individual	
Signature of A	uthorized Individual	Date



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# 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)	

- B.1. The Contractor will be paid according to the firm monthly rates and the firm hourly rates indicated in their pricing schedule, in the Swiss franc (CHF). The firm monthly rates and the firm hourly rates include all costs necessary to perform the work. Taxes are not included. Canada will be invoiced according to these rates.
- B.2. The total estimated usage of Cleaning Services is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower. Canada will be invoiced according to the actual usage.
- B.3. Travel and living expenses will not be paid for any part of the Contract, including transportation costs to and from the place of duty, or any relocation necessary to satisfy the conditions of the Contract.
- B.4. The rates will be enforced throughout the entire Contract, including the three irrevocable optional periods (if they are exercised) and will not be subject to future negotiation.
- B5. All firm monthly rates and all firm hourly rates will be increased by the annual inflation rate (or CPI) as published by Trading Economics for Switzerland (https://tradingeconomics.com/switzerland/inflation-cpi) upon exercising each of the option periods. If the rate of inflation is negative, the rates will not be adjusted. Canada will use the most recent annual inflation rate data available within 90 days of the end date of the Contract.



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# 1. Routine Cleaning Services

# Firm Monthly Rates

PERIOD	Firm Monthly Rate (CHF) Taxes Excluded (A)	Number of Months (B)	Subtotal (CHF) Taxes Excluded (A) X (B)
Initial – Year 1		12	
Initial – Year 2		12	
Option Period 1 - Year 3	See B.5. above	12	See B.5. above
Option Period 2 - Year 4	See B.5. above	12	See B.5. above
Option Period 3 – Year 5	See B.5. above	12	See B.5. above
Evaluated Price (CHF):			

# 2. As and When Required Services

# Firm Hourly Rates

PERIOD	Firm Hourly Rate (CHF) Taxes Excluded (A)	Estimated Number of Hours (B)	Subtotal (CHF) Taxes Excluded (A) X (B)
Initial – Year 1		50	
Initial – Year 2		50	
Option Period 1 – Year 3	See B.5. above	50	See B.5. above
Option Period 2 – Year 4	See B.5. above	50	See B.5. above
Option Period 3 – Year 5	See B.5. above	50	See B.5. above
Evaluated Price (CHF):			



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# 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 evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA.

# 4.3 BASIS OF SELECTION - Mandatory Technical Criteria

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



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# **ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA**

du Canada

# 1.0 Mandatory Technical Criteria

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

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

# **CRITERION M1**

# **Corporate Experience**

The Bidder must have at least three (3) years of experience in providing commercial cleaning services within the last five (5) years prior to the bid closing date, on projects of similar size and scope to those listed in Annex A, Statement of Work.

Projects of similar size and scope are defined as follows:

- minimum duration of twelve (12) consecutive months; and
- b) delivered in an office space in the service industry; and
- c) for an office space with a flooring size of at least 550 m<sup>2</sup>.

To demonstrate the required experience, the Bidder must provide a complete list of past/present projects where the experience was gained. The following information must be provided for each project:

- a) Name of the client organization;
- Location of work (country); b)
- Brief description of work; c)
- Duration of services (MM/YY to MM/YY or indicate if work is still ongoing); d)
- e) Size of the cleaning area;
- f) Name and contact information of the reference (email address of reference or phone number of reference).

References may be contacted to verify the validity of the information provided by the Bidder.

Has the Bidder demonstrated that it has experience for at least three (3) years as commercial cleaning services provider within the last five (5) years	lo
prior to the bid closing date, for projects of minimum duration of twelve (12) consecutive months, <b>and</b> delivered in an office space in the service industry <b>and</b> for an office space with a flooring size of at least 550 m <sup>2</sup> ?	



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Lleing the following table, the	Diddon ob outdones de a the informe	tion for each project
Using the following table, the Bidder should provide the information for each project. One project per table, should more than one table be required, it can be duplicated.		
	M1 - PROJECT #1	
Name of the client organization		
Location of work (country)		
Brief description of work		
Duration of services	Start Date (MM/YY)	End Date (MM/YY) or indicate if work is still ongoing)
	/	/
Size of the cleaning area		
Name and contact information of the reference	Name of reference	E-mail address of reference <u>or</u> Telephone number of reference
	M1 - PROJECT #2	
Name of the client organization	1011 11100201 #2	
Location of work (country)		
Brief description of work		
Duration of services	Start Date (MM/YY)	End Date (MM/YY) or indicate if work is still ongoing)
	/	/
Size of the cleaning area		
Name and contact information of the reference	Name of reference	E-mail address of reference or Telephone number of reference



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	M1 - PROJECT #3	
Name of the client organization		
Location of work (country)		
Brief description of work		
Duration of services	Start Date (MM/YY)	End Date (MM/YY) or indicate if work is still ongoing)
0: (1)		
Size of the cleaning area		
Name and contact information of the reference	Name of reference	E-mail address of reference or Telephone number of reference

# **CRITERION M2**

# **Bidder's Office Proximity**

The Bidder must demonstrate that the company has an office located within a 100-kilometre radius of:

Embassy of Canada Kirchenfeldstrasse 88 CH-3005 Bern

The Bidder must provide their complete office address.

COMPLIANCE	Yes	No
Has the Bidder provided the company's complete office address located within a 100-kilometre radius?		



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# PART 5 - RESULTING CONTRACT CLAUSES

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#### 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.



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# 5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement:
- (b) General Conditions 2035 (2022-05-12);
- (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)

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In the event of discrepancies, inconsistencies or ambiguities of the wording of these documents, the document that appears first on the above list shall prevail.

### 5.3 AUTHORITIES AND COMMUNICATION

#### 5.3.1 Canada's Representative

Canada's Representative for this Contract is: (Inserted at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

Canada's Representative is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by Canada's Representative. The Contractor must not perform Work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than Canada's Representative.

#### 5.3.2 Project Authority

The Project Authority for this Contract is: (Inserted at Contract award)

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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



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#### **Communication and Notices** 5.3.3

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Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, or e-mail. It must be sent to the Party for whom it is intended at the address stated in the Contract. Any notice will only be effective on the day it is received at that address. Any notice to Canada must be delivered to Canada's Representative.

#### 5.3.4 **Management of the Contract**

Subject to the other provisions of this Article, Canada's Representative is responsible for the management of the Contract. Unless otherwise specified, no notice, instruction, authorization, refusal or other communication provided by Canada is valid under this Contract unless it is provided to the Contractor by Canada's Representative. Likewise, no notice, instruction, authorization, refusal or other communication to Canada made by the Contractor or on its behalf is valid unless it is made to Canada's Representative. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anyone other than Canada's Representative.

#### 5.3.5 Contractor's Representative

The Contractor's	Representative is:	(Inserted at	Contract award)
Name:			

Title: Company: Address: Telephone: E-mail address:

The Contractor reserves the right to replace the above-designated Contractor's Representative by sending a notice in writing to Canada's Representative to that effect.

#### 5.3.6 **Amendment**

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

#### 5.3.7 **Assignment**

The Contractor must not assign the Contract without first obtaining Canada's written consent. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.

# 5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-quidelines/standardacquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.



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# 5.5 GENERAL CONDITIONS

2035 (2022-05-12), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

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#### 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



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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.



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# 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:

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

# 5.15.7 Assigned Individuals

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

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

#### 5.15.8 Resources

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

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

# 5.15.9 Replacements

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



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# 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 Bern, Switzerland.

### 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.

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



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# 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**

of Canada

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

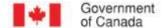
Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:

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



Solicitation Number

Numéro d'appel d'offres



# 5.18.4 Audit

Any amount paid or claimed under the Contract is subject to government audit both before and after payment is made. The Contractor must keep proper accounts and records of the cost of performing the Work and keep all documents relating to such cost for 6 years after it receives the final payment under the Contract.

# 5.18.5 Invoicing Instructions

- **5.18.5.1** The Contractor must ensure that each invoice it provides to Canada:
  - (a) is submitted in the Contractor's name;
  - (b) is submitted each month do so for each delivery or shipment;
  - (c) only applies to the Contract;
  - (d) shows the date, the name and address of the Project Authority, the description of the Work and the Contract number;
  - (e) details the claimed fees and disbursements, if applicable, in accordance with the Basis of Payment, exclusive of Applicable Taxes;
  - (f) sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities;
  - (g) identifies all items that are zero-rated, exempt from Applicable Taxes or to which it does not apply.
- **5.18.5.2** By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

# 5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2022-05-12) *General Conditions - Higher Complexity - Services*, to apply for the sole purpose of calculating interest on overdue accounts.

# 5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2022-05-12) 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.



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# 5.19 SUSPENSION AND INFRACTION

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# 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
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions),



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- 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.



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# ANNEX A – STATEMENT OF WORK

Cleaning Services for the Embassy of Canada to Switzerland, in Bern

#### 1. INTRODUCTION

The Embassy of Canada to Switzerland, in Bern, hereinafter referred to as "Mission" requires routine cleaning services and "As and when required" cleaning services within the premises and outside the Chancery building.

### 2. BACKGROUND

The Mission requires cleaning services for the property located on Kirchenfeldstrasse 88, 3005 Bern, Switzerland. The total surface area of the Mission is approximately of 780 m<sup>2</sup>.

#### 3. OBJECTIVE

The objective is to provide cleaning services for the Mission as per industry standards, thus, maintaining cleanliness and contributing to providing good working conditions for the occupants.

# 4. SCOPE

This Contract is designed to satisfy, without interruption, the cleaning services requirements of the Mission.

This includes Routine and "As and when required" Services:

Routine Cleaning Services are described as the core cleaning services required by the Mission for the duration of this contract and any amendments thereto.

"As and when required" Cleaning Services are the "as-needed" cleaning services which may be required from time-to-time in response to specific situations, needs, special events, etc. There is no guarantee that any such "As and when required" Cleaning Services will be required under this Contract.

### 5. TASKS / REQUIREMENTS

#### 5.1 **ROUTINE CLEANING SERVICES**

- 5.1.1 This section covers the requirements of the Mission in terms of the frequency of the Routine Cleaning tasks and the manner in which such Cleaning must be undertaken. The detailed requirements given are intended to provide *minimum* guidelines for the Work that is to be performed and are not intended to be exclusive instructions.
- The Contractor must schedule a minimum of four staff-hours per weekday for the 5.1.2 performance of the daily Routine Cleaning Services. In preparing its Bid, each Bidder must account for additional staff-hours for the performance of the Weekly, Monthly, and Periodical Routine Cleaning Services as described in the tables in the following pages.
- 5.1.3 In carrying out Routine Cleaning Services, the Contractor, with due recognition of the special nature of the Mission's business, must take care not to inconvenience the business activities of the Mission's personnel.

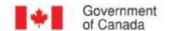


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#### **Cleaning Frequencies Table** 5.1.4

DAILY	
Common areas, which include:	Floor: mop daily.
- the security container / security	Carpet floor: vacuum daily.
envelope	Tabletops, counters: dust, keep tidy.
<ul><li>public-facing reception zone</li><li>airlocks, corridors, and passageways</li><li>staircases</li></ul>	Glass surfaces: clean with glass detergent every day, and include both sides of doors and (in the case of the security container) of each window.
- landing areas on all floors.	Stair handrail: clean handrail with wood-appropriate disinfectant product
All washrooms	Floor: clean with appropriate products.
	Toilets: scrub clean both sides of toilet seats with appropriate products, as well as ceramic body of toilet, internal and external. A separate wipe / cloth must be used for toilets only and must be used in conjunction with disinfectant products.
	Walls: wipe tiles, clean mirrors, wipe exterior of waste bins, spot clean as necessary.
	Shower glass door and enclosure: wipe clean of water droplets and smudges; clean and rinse floor and walls as appropriate.
	Doors: disinfect both sides as well as handles and key.
	Counters: wash, disinfect and clean, including water taps.
	Sink: clean with the appropriate products, mindful of appropriate rinsing to avoid scum and damage to faucets.
	Restock: paper towels, soap, soap dispensers, toilet paper, and air freshener.
Public Reception Zone Offices Conference rooms Meeting rooms	Desk, tables: wipe surfaces with clean dust cloth.  Doors: disinfect handles and key
Exterior	Front entry stairway: sweep and take away all dirt.
	Pedestrian passages in front of the security container: sweep and remove all dirt.
	Sweep and clean of debris stairs from basement emergency exit.
	Back stairways: sweep and take away all dirt.
	Keep all public entrances and loading area clear of litter (cigarette butts, paper, dry leaves, dirt, etc.).
	Clean and polish outside signs, ornamental metal work, metal entrance doors and push bars.
Storage rooms	Free rooms of litter.
Supplies rooms	Wash mops and other supplies clean before storing.
Library	Keep all other equipment clean and materials neatly stored.
Garbage	Collect garbage in bathrooms and common-areas garbage baskets (not from individual offices).
	Dispose of and store garbage in the garage.



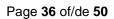


DAILY	
Chancery kitchen	On all floors:
All coffee corners Pantry "George" on second floor	Empty coffee machine of used capsules; capsules are recycled and must be disposed of in Mission-provided containers.
, ,	Empty, rinse and refill water kettles.
	Bring found used cutlery and chinaware to kitchen in basement.
	Basement kitchen
	Load used dishes and cutlery in dishwasher and run the machine. Put back clean dishes in the cupboard.
	Empty dishwasher and put dishes back where normally stored (in cupboards, or on floors)
	Floor: vacuum, then wet mop.
	Tables and chairs: wipe clean with water and detergent.
	Cooking top: wipe clean with soft cloth and detergent.

**Reminder**: All services below must be provided outside of the normal morning working hours dedicated to the daily cleaning. Additional tools and crew might be required and should be factored in the quoted price.

WEEKLY	
Common areas include: - public Reception zone - airlock and inner reception area - all staircases - landing areas - corridors - security container	Walls: clean surfaces with appropriate product as required to remove marks, smudges etc. (once weekly).  Stairs handrail: clean with wood-maintaining products after dusting (once weekly).  Airlock doors: clean both side of all doors and metal support, disinfect all handles, remove cobwebs with a natural-feather duster (once weekly).  Reception zone, staircases, landing areas, corridors: clean both sides of all windows (once weekly).  Light fixtures: clean with appropriate product (once weekly).
	Wall hangings / Picture frames / clock: remove dust using a natural-feather duster and clean glasses, streak-free (once weekly).  Magazine racks: dust with dry cloth (twice weekly).  Waste disposal: empty waste paper baskets and remove other waste (on Mondays and Thursdays).  Wipe bins / containers inside and outside with disinfectant solution (on Mondays and Thursdays).
Exterior front and back areas First-floor balcony	Chairs and tables: dust and wipe with water / detergent all (once weekly).





WEEKLY	
Kitchen All coffee corners	Floors: Remove gum and all other foreign residue from the floors prior to mopping (once weekly).
2 <sup>nd</sup> floor "George" pantry	Floors: Sweep, or vacuum and damp mop the full floor basis with lightly-scented disinfectant solution (once weekly).
	Walls: clean surfaces with cloth and disinfectant cleaning product, to remove marks, smudges etc. (once weekly).
	Refrigerators (on all floors): clean inside and outside surface with dedicated cloth and appropriate plastic-disinfecting and odour-removing solutions (Thursday)
	Microwave ovens (on all floors): clean inside and outside surface with a dedicated cloth and appropriate plastic-disinfecting and odour-removing solutions (Thursday)
Basement bathroom	Shower glass door and enclosure: thorough cleaning and disinfection on Wednesdays.
Storage rooms (excludes mechanical	Floor: vacuum and wet mop.
room) Supplies rooms	Doors: clean both sides and handles with a wet cloth containing disinfecting solutions.
Gym	Shelves: dust all shelves and top of books with a dry cloth, or
Library	duster.
Garage	
Garbage disposal	On appointed garbage and paper recycling days, place garbage and paper outside for city collection.

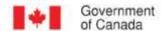


WEEKLY	
Offices Conference rooms Meeting rooms	Windows: clean (streak-free) insides of all glass panes. In the case of double windows, clean inside <u>and</u> outside of interior window, and inside only of exterior window.
iviceding rooms	Tables, chairs, monitors, keyboards, telephones, guest tables: dust, then clean with wet cloth saturated with disinfectant solutions appropriate to the material being cleaned (fabric, plastic, melamine, wood, metal, etc.) (twice weekly).
	File cabinets, windowsills, shelving: dust and wipe surfaces (once weekly).
	Walls: Dust baseboard, clean surfaces with appropriate product as required to remove marks, smudges etc. (once weekly).
	Wall hangings / pictures: dust and wipe, cleaning glass to streak-free condition when appropriate (once weekly).
	Fixtures: clean with appropriate product (once weekly).
	Carpet Floor: vacuum, clean any stains / marks (twice weekly on Tuesdays and Thursdays).
	Parquet Floor: vacuum and mop (twice weekly on Tuesdays and Thursdays). In winter, spot mop if necessary.
	Waste disposal: empty wastepaper baskets and remove other wastes (twice weekly on Mondays and Wednesdays). Replace with new biodegradable / compostable bags only when current bag is too dirty to be kept.
	Wipe bins / containers inside and outside (twice weekly on Mondays and Wednesdays).
	Paper / Newspaper waste: gather, tie and deposit in basement. Prepare and place outside for collection every Wednesday morning.

MONTHLY	
Storage rooms (excludes mechanical room) Supplies rooms Second week of the month	Floor: vacuum, then wet mop. Doors: wipe both sides. Shelving, storage cabinets: wipe, including tops of storage.
Display cases Bookshelves Second week of the month	Wipe and clean surfaces and inside cases.
All washrooms  Third week of the month	Deep cleaning of all surfaces (including cabinets, walls, doors, handles, heater, windows, etc.) with hospital-grade bactericide disinfectant.
	Shower in basement: wash walls, scrub floor, and shower glass enclosure using a soapless detergent containing a sequestering agent to remove soap scum. Rinse with clear water.  Clean and disinfect handles, shower heads and other fixtures.



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MONTHLY	
Waste Bins / Containers Third week of the month	Wipe and disinfect all garbage containers.
Kitchen All coffee corners 2 <sup>nd</sup> floor "George" pantry <u>Last week of the month</u>	Decalcify the coffee machine and water boiler.
External kitchen  Last week of the month	Remove cobwebs and dust. Clean all surfaces with a disinfectant agent. Wash windows. Sweep and mop floor.

### **PERIODICALLY**

# First week of each odd month (January, March, etc.)

Computers: Wipe surfaces (including monitors) with purpose-dedicated lint-free cloth.

Storage spaces: Sweep, then vacuum, and wash floor; dust and clean shelves. Remove cobwebs. Wash windows inside and outside.

Attic: Vacuum floor; dust and clean shelves and stored materials.

### First week of February, May, August, November

Windows: clean glass (inside and outside) as well as frames (inside and outside) and windowsills.

Kitchens (internal and external): thaw fridge and freezer, deep clean and disinfect

### First week of April and October

Doors and doors frames: dust and wipe. Lighting fixtures: Clean ceiling lamps.

Shutters: Wash and dry interior-facing surface of shutters.

Walls: Thorough cleaning to remove all scuff marks, dirt, smudges, in all areas of the Chancery including exterior buildings and hut.

Emergency Fire Equipment (Signage and Extinguishers): Dust and clean fire equipment without detaching or removing it from supports.

# Second week of April and October

With dedicated tools, shampoo all carpets and stair runners throughout the Chancery. This entails moving and placing back movable equipment and materials (but not furniture, bookshelves, etc.).

With dedicated tools, deep clean and shine all non-carpeted floors.

# Second week of April

Kitchen (basement): empty and clean cabinets; place items back where found.



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### 5.2 AS AND WHEN REQUIRED CLEANING SERVICES

- **5.2.1** This section deals with cleaning tasks that cannot be specified by the Mission in advance or tasks that would be uneconomical for the Mission to specify and may take place at fixed intervals of time.
- **5.2.2** Examples of the types of cleaning that might be required under this "As and when required" category include:
  - cleaning before and after an event held at the Chancery.
  - general cleaning tasks of an unforeseen nature.
- **5.2.3** On a monthly basis, the Contractor must submit a claim to the Mission for the performance of any "As and when required" cleaning services. The pricing of such invoices must be charged at the tendered/agreed-on hourly rate.

#### 5.3 QUALITY STANDARDS

### 5.3.1 General Conditions

- **5.3.1.1** The Contractor must, on request, furnish a complete written statement of the origin, composition and/or manufacturer of any and all materials supplied for the cleaning Work and may be required to provide samples of materials from the stock for testing purposes.
- **5.3.1.2** All equipment must be of commercial type. The Contractor must ensure that all equipment used to perform the Work is in good working condition. The Project Authority reserves the right to have the equipment judged to be unsafe, not suitable, or defective taken out of service. The Contractor is responsible to supply replacement equipment.
- **5.3.1.3** The Contractor must store and handle all chemicals and cleaning products in a safe and responsible manner.
- **5.3.1.4** The Mission will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the Contractor's employees' personal belongings brought, or left in the Chancery and/or Mission grounds.
- **5.3.1.5** Any defects which cannot be corrected immediately must be reported verbally as soon as possible to the Project Authority. Any blockages in pantries, kitchens, or washrooms must also be reported immediately to the Project Authority.
- **5.3.1.6** Environmentally friendly cleaning materials manufactured by reputed companies must be used for cleaning purposes in the Mission premises and must be supplied by the Contractor.

### 5.3.2 Custodial Supply / Storage Room

- **5.3.2.1** The Mission will provide the Contractor with permanent storage space. This (These) room(s) contain space to store equipment and cleaning products.
- 5.3.2.2 The Contractor also has access to several maintenance and supply rooms for cleaning staff. Floors therein must be clean and free of debris. There must be no dust, or stains on fixtures and walls. Mop buckets must be empty and odourless. There may be no household waste, garbage, or empty containers in the cleaning rooms. These premises must not be used as a dining space by the Contractor's staff.



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### **5.3.3 Floors**

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

#### 5.3.4 **Glass Cleaning**

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

#### 5.3.5 **Light Fixtures**

5.3.5.1 Light fixtures must be free of dust, spider webs, and insects. No dirt must be left on furniture or floors beneath fixtures. Once washed, light fixtures must be clean and free from streaks. No water marks must appear on furniture or floors.

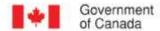
# 5.3.6 Room Cleaning

- 5.3.6.1 When dusting, furniture must be free of dirt, finger marks, and stains. Baseboards, radiators, grills, windowsills, and other fixtures must be free of dust. Glass tops on desks and tables must be clean and free of fingermarks and stains. All pictures, plaques, and other wall hangings must be wiped clean. Corners and crevices must be free of dust. Papers and files left on furniture must not be disturbed or touched by the cleaning staff.
- **5.3.6.2** When wiping mirrors and all other glass and smooth surfaces, they must be clean and free of dust, dirt streaks, and spots.
- 5.3.6.3 When removing waste as per schedule, all paper and waste bins must be emptied and surfaces of bins must be wiped clean.

#### 5.3.7 Garbage Area

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





#### 5.3.8 **Stairways and Landings**

**5.3.8.1** When sweeping and dusting stair landings and corners, they must be free of dirt, dust streaks, and dirt/litter. Stair railings and ledges must be free of dust.

#### 5.3.9 **Washrooms**

- 5.3.9.1 Sanitary bins must be emptied, and disposal bags replaced. All sanitary bins must be free of odours, spots, stains, and finger marks.
- **5.3.9.2** All supplies dispensers must be filled.
- **5.3.9.3** When cleaning fixtures, all surfaces of sinks, counters, and all exposed piping must be free of dust, dirt spots, and stains. All surfaces of toilet seats, bowls, and urinals must be disinfected. Water taps must be free of stains, soap build-up, and dust. Mirrors must be clean and free of streaks and water marks.
- **5.3.9.4** Walls must be free of dust, hand and finger marks, water streaks, mop marks, and stains.

## 5.3.10 Cleaning and Rubbish Removal

- **5.3.10.1** Workers must prevent the accumulation of waste which create hazardous conditions; may not dispose of volatile waste liquids in storm or sanitary drains: rather, they must store volatile wastes in covered metal containers and remove from premises daily; must ensure adequate ventilation during use of volatile or noxious substances; remove grease, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior surfaces.
- 5.3.10.2 Workers must also remove and dispose of all dirt and waste from the Mission property. Any garbage collection and removal by Contractor's own vehicle from the Mission premises must be the Contractor's responsibility. Materials considered for recycling must be turned over to the Mission.

# 5.3.11 Use of products and equipment

- **5.3.11.1** The Contractor must ensure that only environmentally friendly equipment and biologically degradable products are used.
- 5.3.11.2 All cleaning products used must not have an objectionable odour, as deemed by the Mission Representative.
- 5.3.11.3 The Contractor must satisfy the Project Authority that equipment used is of commercial type, designed for the application that it is to be used.
- **5.3.11.4** All cleaning products as well as equipment to be used for cleaning operations by the Contractor must conform to Swiss safety/toxicity standards and must be approved by the Mission Representative.
- **5.3.11.5** A stock of products must be maintained and replenished regularly. Equipment must be replaced, as required, with no impact on the performance of the Work.

#### 5.4 **EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES**

#### 5.4.1 Mission to Supply

**5.4.1.1** The Mission will supply toilet paper, paper towels, hand sanitizer, dish cloths and taxed garbage bags.



# 5.4.1.2 Storage Rooms

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The Mission will provide stock room(s) for full-time use by the Contractor. This room contains storage space for cleaning equipment and supplies. There is also access to several custodial/supply rooms for use by the cleaning staff. These rooms may not be used as lunchrooms, as Workers are allowed and expected to use the common kitchen and dining room in the basement.

# 5.4.2 Contractor to Supply

- **5.4.2.1** All other equipment and supplies to be used for cleaning must be provided by the Contractor. These items include brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampooers (for general carpet shampooing), ladders, buckets, mop tank-wringers, liquid soap, powder soap, sanitary/compostable plastic waste disposal bag, janitorial carts, detergents, metal polish, glass cleaners, rags, disinfectants, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services. All supplies and equipment must be of high quality and commercial/industrial grade as approved by the Mission Representative.
- **5.4.2.2.** Contractor must supply all cleaning materials manufactured by reputed companies for cleaning services.

#### 5.5 **WORK SCHEDULE**

#### 5.5.1 **Regular Hours**

- 5.5.1.1 The Routine Cleaning Services must be delivered at the Mission, Monday through Friday within the premises and outside the Chancery building situated at Kirchenfeldstrasse 88, 3005 Bern, Switzerland.
- 5.5.1.2 The performance of Daily Routine Cleaning Services must take place between 8 a.m. and 12 p.m.
- 5.5.1.3 Supervised cleaning of the secured areas of the Chancery must take place between 8 a.m. and 9 a.m. on Mondays and Wednesdays.
- 5.5.1.4 Weekly, Monthly, and Periodical Routine Cleaning Services must be executed in the afternoons, Monday through Thursday, upon agreement with the Project Authority.

#### 5.5.2 Statutory holidays

Services may not be provided on Saturdays, Sundays, and statutory holidays (12 days per year).

#### 5.6 CONTRACTOR'S PERSONNEL

#### 5.6.1 Cleaning Staff

- 5.6.1.1 The Contractor must provide as many security-vetted cleaners as it deems necessary to fulfill the staff-hours requirements of the Routine Cleaning Services to the Chancery.
- 5.6.1.2 The Contractor may not change the staff without prior approval of the Mission unless this is due to security or medical reasons.
- **5.6.1.3** Cleaning staff must be able to communicate in standard German or French or English.



### 5.6.2 Replacements

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- **5.6.2.1** The Contractor must maintain a pool of adequately screened staff (at least two) to be used as replacements in the event of sickness, vacation/other leave, additional services, and disciplinary actions.
- 5.6.2.2 In case of absence, replacement must be provided by the Contractor. The Contractor must ensure that arrangements are made for the replacement of staff as soon as it is known that they are unable to report for work. Replacement is sent within an hour of the start of the shift. The Mission must be notified by email of any changes to scheduled staff within a reasonable amount of time of the change.
- 5.6.2.3 The Mission reserves the right to deny access to any individual on security grounds.

## 5.6.3 Account Manager / Supervisor

- **5.6.3.1** The Contractor must appoint an Account Manager/Supervisor who will act as the liaison between the Contractor and the Mission. The Account Manager/Supervisor must:
  - (a) Handle all administrative details of the account and respond to any queries, or complaints from the Project Authority (or delegates) in a timely basis;
  - (b) Be able to competently communicate in German or English or French.
- 5.6.3.2 Regular communications and a monthly meeting between the Supervisor and the Mission must be scheduled for a minimum of four months at the beginning of the Contract and must include discussion of surveys on the level of satisfaction with the services provided to Mission staff. The Contractor and the Mission must meet at least once a year to discuss service levels, unless both parties agree, in writing and in advance of the scheduled date, that such a meeting is not necessary
- **5.6.3.3** The Supervisor appointed by the Contractor for the said premises must be responsible for the day-to-day operations of the services within the scope of services mentioned. The Supervisor must be knowledgeable about the operation of commercial cleaning equipment as demonstrated by at least two years of experience with the equipment proposed by the Contractor.

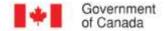
### 5.6.4 Inspection

- **5.6.4.1** The Contractor must supervise its personnel and carry out regular inspections of the Work in accordance with this Statement of Work and subsequently in accordance with specifications and standards. An onsite review of the Work must be carried on at least once per year. The Project Manager may also carry out routine and random inspections.
- **5.6.4.2** Any material defect must be immediately considered by the Contractor and corrected within a reasonable period of time approved by the Project Authority. The Contractor must maintain a work record that must include a checklist listing the tasks identified in the Statement of Work.

## 5.6.5 Uniforms

5.6.5.1 The Contractor must provide, at its own expense, summer, and winter uniforms, including footwear, to its employees that clearly identify them as cleaners employed by the Contractor. These uniforms must be chosen to reflect Canada's excellent brand image (i.e., clean, neat and in good condition) and must receive the approval of the Project Authority. The Contractor must ensure that their employees are properly dressed and that their passes are clearly visible at all times.





## 5.6.6 Health and safety

- **5.6.6.1** The Contractor must ensure compliance with all regulations and health and safety measures concerning personnel and fire protection recommended by national codes, or prescribed by the appropriate authorities regarding work equipment, habits, and procedures.
- 5.6.6.2 The Contractor must ensure that all equipment used to perform the Work is in good condition, including periodic on-site testing of the equipment, in accordance with any requirements under Swiss health and safety legislation. The Project Manager reserves the right to decide that a device is dangerous, unsuitable, or defective and to remove it from service. The Contractor will be required to replace it with appropriate equipment.
- **5.6.6.3** The Contractor must provide training to all personnel involved in the performance of the Work under this Contract, including the proper handling, use and disposal of cleaning products, including disinfectants, etc.

# 5.6.7 Supplementary conditions

- **5.6.7.1** The Contractor must be responsible for employers and employee's contributions towards Social Security and Local Pension, annual bonus, leave encashment as per Swiss government regulation. Workers' salary must not be less than the prevailing Minimum Wage Law, as on the date of signing of the Contract and each of its Amendments or Extensions.
- **5.6.7.2** The Contractor must ensure that Workers project a positive image. The attitude of the employees and/or representatives of the entrepreneur, through their politeness and knowledge, is an essential factor in this positive image.
- 5.6.7.3 The Contractor must take insurance policies for sufficient amount to cover themselves against workman's compensation, material loss etc. and must keep the Mission indemnified against any such risk.
- **5.6.7.4** The Contractor must be fully responsible for discharge of various obligation under different statutes. The Mission must not be liable in any way to discharge any of the responsibilities of the Contractor.
- **5.6.7.5** Proper measures must be taken to see that the equipment of the Mission is protected against physical damage and contamination by maintaining high standards of sanitation practices, personal hygiene and proper tools and skills are employed for provision of requisite services. If it is proven that the breakdown/loss of material etc. in equipment was because of negligence on of the Contractor/its staff, as per the terms and condition of this Contract, the same must have to be repaired/replaced by the Contractor at its own cost.
- **5.6.7.6** The Contractor must abide by the rules and regulations which the Mission may from time to time make, or adopt for the care, protection and administration of the premises and the general welfare and comfort of its employees and visitors.
- 5.6.7.7 The Contractor alone must be responsible for the conduct, behaviour, and discipline to be maintained at workplace and its environment thereof in respect of the workmen engaged or hired by them. In case any misconduct which may or may not involve financial loss or burden on the Mission, the Contractor alone must take suitable action against such defaulting workmen in consultation with the Project Authority, but the latter must not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting workmen. The Contractor must remove/substitute any Worker if the Project Authority so directs.



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- 5.6.7.8 The Contractor must keep at all times the Project Authority indemnified against all cost, damages, losses, claims etc. which the Project Authority may have to suffer, undergo, or pay as a result of operation/execution of the service Contract in the said premises. The Contractor must indemnify the Project Authority against any claim, or liability from any authority under the Labour Law, or any other laws, as applicable in the process of execution of this service Contract in the said premises.
- 5.6.7.9 The Contractor must prepare simple to use yet detailed work schedules for use by the cleaning staff. These schedules must list the Mission's daily and weekly routines and periodic cleaning. These schedules must give the dates for periodic cleaning tasks. These schedules must be examined, and approved, by the Project Authority prior to commencement of the Contract.
- 5.6.7.10 The Contractor must validate directly with the Worker and with the Project Authority that Monthly and Periodic Routine Cleaning Services have been performed to the Mission's satisfaction on the appointed dates. Such validation must be documented via email exchanges.

### 6. LANGUAGE OF WORK

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The work will be performed in German or French or English.

### 7. LOCATION OF WORK

The work will be conducted at the following location:

Kirchenfeldstrasse 88, 3005 Bern, Switzerland.



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- B.1. The Contractor will be paid according to the firm monthly rates and the firm hourly rates indicated in their pricing schedule, in the Swiss franc (CHF). The firm monthly rates and the firm hourly rates include all costs necessary to perform the work. Taxes are not included. Canada will be invoiced according to these rates.
- B.2. Travel and living expenses will not be paid for any part of the Contract, including transportation costs to and from the place of duty, or any relocation necessary to satisfy the conditions of the Contract.
- B.3. The rates will be enforced throughout the entire Contract, including the three irrevocable optional periods (if they are exercised) and will not be subject to future negotiation.
- B.4. All firm monthly rates and all firm hourly rates will be increased by the annual inflation rate (or CPI) as published by Trading Economics for Trading Economics for Switzerland (https://tradingeconomics.com/switzerland/inflation-cpi) upon exercising each of the option periods. If the rate of inflation is negative, the rates will not be adjusted. Canada will use the most recent annual inflation rate data available within 90 days of the end date of the Contract.



# 1. Regular Cleaning Services

# Firm Monthly Rates

PERIOD	Firm Monthly Rates (CHF) Taxes Excluded (A)
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	Firm monthly rate of Year 2 + Annual inflation rate upon exercising the option period
Option Period 2 – Year 4	Firm monthly rate of Year 3 + Annual inflation rate upon exercising the option period
Option Period 3 – Year 5	Firm monthly rate of Year 4 + Annual inflation rate upon exercising the option period

# 2. As and When Required Cleaning Services

# **Firm Hourly Rates**

PERIOD	Firm Hourly Rates (CHF) Taxes Excluded (A)
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	Firm hourly rate of Year 2 + Annual inflation rate upon exercising the option period
Option Period 2 – Year 4	Firm hourly rate of Year 3 + Annual inflation rate upon exercising the option period
Option Period 3 – Year 5	Firm hourly rate of Year 4 + Annual inflation rate upon exercising the option period



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# ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

SECURITY REQUIREMENTS CHECK LIST (SRCL) LISTE DE VÉRIFICATION DES EXIGENCES RELATIVES À LA SÉCURITÉ (LVERS) PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE Branch or Directorate / Direction générale ou Direction Ministère ou organisme gouvernemental d'origine GLOBAL AFFAIRS CANADA BERN 3. a) Subcontract Number / Numéro du contrat de sous-traitance 3. b) Name and Address of Subcontractor / Nom et adresse du sous-traitant NOT APPLICABLE NOT APPLICABLE NOT APPLICABLE 4. Brief Description of Work / Brève description du travail THE EMBASSY OF CANADA IS AIMING TO PROCURE THE SERVICES OF ONE CONTRACTOR TO PROVIDE ROUTINE AND "AS-AND-WHEN-NEEDED" CLEANING SERVICES FOR ITS CHANCERY BUILDING, 5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées? Non Out 5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control No. Yes V Regulations? Non Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Réglement sur le contrôle des données techniques? Indicate the type of access required / Indiquer le type d'accès requis a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? No Yes Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? Non Oui (Specify the level of access using the chart in Question 7, c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c) (6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to No Yes Oui PROTECTED and/or CLASSIFIED information or assets is permitted. Non Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé. 6. c) is this a commercial courier or delivery requirement with no overnight storage? No Yes V S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit? Non Oui 7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès NATO / OTAN Foreign / Étranger Canada b) Release restrictions / Restrictions relatives à la diffusion All NATO countries No release restrictions No release restrictions Tous les pays de l'OTAN Aucune restriction relative Aucune restriction relative à la diffusion à la diffusion Not releasable À ne pas diffuser 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(les): / Préciser le(s) pays : 7. c) Level of information / Niveau d'information PROTECTED A NATO UNCLASSIFIED PROTECTED A PROTÈGÉ A NATO NON CLASSIFIÉ PROTÈGÉ A NATO RESTRICTED PROTECTED B PROTECTED B PROTÉGÉ B NATO DIFFUSION RESTREINTE PROTÈGÉ B PROTECTED C NATO CONFIDENTIAL PROTECTED C NATO CONFIDENTIFI PROTÉGÉ C PROTÉGÉ C CONFIDENTIAL NATO SECRET CONFIDENTIAL CONFIDENTIEL NATO SECRET CONFIDENTIEL SECRET COSMIC TOP SECRET SECRET SECRET COSMIC TRÈS SECRET SECRET TOP SECRET TOP SECRET TRÈS SECRET TRÈS SECRET TOP SECRET (SIGINT) TOP SECRET (SIGINT)

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