



**General Services  
Contract**

**Between**

**Her Majesty the Queen in right of  
Canada** represented by the Minister of  
Foreign Affairs (referred as "Canada")

**and**

**C1. XXXXXXX**  
(referred as the "Contractor")

**for**

Performance of the Work described in  
Appendix "A" – Statement of Work

<b>C2. TITLE</b> Contract for Cleaning Services for the Canadian Embassy in Sydney, Australia.	
<b>C3. CONTRACT NUMBER</b> 0	<b>C4. DATE</b> Insert date of section 2.2
<b>C5. CONTRACT PRICE</b> \$ _____ AUD	
<b>FOR THE MINISTER</b>  _____ <b>Signature</b>  _____ <b>Print Name and Capacity</b>	  _____ <b>Date</b>

## 1. Interpretation

### 1.1. Definitions. In the Contract, unless the context otherwise requires:

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

"Canada", "Crown", "Her Majesty", the "Minister" or the "Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Foreign Affairs and any other person duly authorized to act on behalf of that minister;

"Contract" means the contract documents and every other document specified or referred to in any of them as forming part of the Contract, all as amended by agreement of the parties;

"Canada's Representative" means the person designated to act as Canada's agent and representative for the purposes of this Contract;

"Contractor" means the person, corporation, partnership or other entity named in the Contract to supply legal services to Canada;

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Tax;

"Days" means continuous calendar days, including weekends and statutory holidays;

"Force majeure" means any unforeseeable and irresistible event, including any act of God or of the Queen's enemies, revolution, insurrection, sabotage, vandalism, epidemic, flood, washout, landslide, earthquake, lightening, storm, act of terrorism or any act by a third party that cannot be reasonably foreseen or provided against, when such event prevents a party from performing its obligations under the Contract;

"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.

### 1.2. Priority of Documents. The Parties agree to be bound by the following documents:

1. Articles of Agreement
2. Supplementary Conditions (If applicable)
3. Statement of Work (Appendix A)
4. Basis of Payment (Appendix B)
5. The Contractor's Bid.

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.

### 1.3. 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.

- 1.4. **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.
- 1.5. **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.
- 1.6. **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.
- 1.7. **Time of the Essence.** Time is of the essence. The Contractor must provide in a timely manner all components of the Work.
- 1.8. **Excusable Delay.**
  1. A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
    - a) is beyond the reasonable control of the Contractor;
    - b) could not reasonably have been foreseen;
    - c) could not reasonably have been prevented by means reasonably available to the Contractor; and,
    - d) 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.
  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.
  3. However, if an Excusable Delay has continued for thirty (30) days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
  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.
- 1.9. **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.

- 1.10. Successors and Assigns.** The Contract is to the benefit of and binds the successors and permitted assignees of Canada and of the Contractor.
- 1.11. 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.

## **2. Performance of the Work**

- 2.1. Description of Work.** The Contractor must perform the Work described in the Statement of Work at Appendix "A" in accordance with the Contract.
- 2.2. Period of the Contract.** The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive.
- 2.3. Option to Extend the Contract.** The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to 3 additional 1 year 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. Canada may exercise this option at any time by sending a written notice to the Contractor at least 20 calendar 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.
- 2.4. Task Authorization.** The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.
- 2.5. Task Authorization Process.** The Technical Authority will provide the Contractor with a description of the task using the "Task Authorization" form.

The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis and methods of payment as specified in the Contract.

The Contractor must provide the Technical Authority, within 2 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.

The Contractor must not commence work until a TA authorized by the Technical Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

- 2.6. Canada's Obligation - Portion of the Work - Task Authorizations.** Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.
- 2.7. 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.

**2.8. Conduct.** The Contractor must:

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

**2.9. Assigned Individuals.** If specific individuals are identified in Appendix 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;
- c) the Contractor must not, in any event, allow performance of the Work by unauthorized replacement individuals.

**2.10. Competence.** The Contractor must not have the Work performed by any person who, in the opinion of Canada, is incompetent or unsuitable for the Work, or has conducted himself or herself improperly, or who is unlicensed in the relevant jurisdiction.

**2.11. 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 2.99. 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.

**2.12. 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 Sydney, Australia.

**2.13. Subcontracts.** The Contractor must obtain prior consent in writing of Canada's Representative in order to subcontract any part of the work. Canada may require the Contractor to provide such particulars of the proposed subcontract as it considers necessary. In the event that Canada agrees to a subcontract,

- a) subcontracting does not relieve the Contractor from any of its obligations under the Contract and does not impose any liability upon Canada to a subcontractor; and
- b) the Contractor must ensure that all terms and conditions of the Contract that are of general application will be incorporated in every other contract issued as a consequence of the Contract, at whatever tier, except those contracts issued solely to suppliers at any tier for the supply of Plan or Material.

**2.14. 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.

### 3. Payment Terms

**3.1. Basis of Payment.** Canada will pay the Contractor in accordance to the Basis of Payment included as Appendix 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.

**3.2. Limitation of Expenditure.**

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_, Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

**3.3. Inspection and Acceptance of the Work.** 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.

**3.4. 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 section 3.6;
- b) all such documents have been verified by Canada;
- c) the Work performed has been accepted by Canada.

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

### **3.6. Invoicing Instruction.**

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 Canada's Representative, 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 Tax;
  - f) sets out Applicable Tax, 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 Tax or to which it does not apply.
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.

**3.7. Payment Period.** Canada's standard payment period is thirty (30) days. The payment period is measured from the date an invoice in acceptable form and content is received in accordance with the Contract or the date the Work is delivered in acceptable condition as required in the Contract, whichever is later. A payment is considered overdue on the 31st day following that date and interest will be paid in accordance with the section 3.12.

**3.8. 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 fifteen (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 fifteen (15) days will only result in the date specified in subsection 3.7 to apply for the sole purpose of calculating interest on overdue accounts.

**3.9. Termination Payments.** If a termination for convenience notice is given pursuant to section 4.2, the Contractor will be entitled, in accordance with the Basis of Payment (Appendix B), to be paid only the amounts that 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.

**3.10. False Declaration.** If the Canada reasonably believes that the contractor has made a false declaration in relation to any section of Article 9 or fails to comply with the terms set out in section 3.5 (Audit) or sections 5.1 and 5.4 (Confidentiality or Access to information), Canada may withhold any amount that is payable to the Contractor until such time as the facts are confirmed. In the event that the Contractor has made a false declaration, section 3.112 will not apply to the withheld amounts and Canada will be deemed to have paid all amounts owing to the Contractor and will owe nothing more. If Canada was mistaken, then section 3.112 will be applicable to any overdue account.

**3.11. Interest on Overdue Accounts.** For the purpose of this section and section 3.12:

- a) "Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made;
- b) "Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association;

- c) "date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract; and
- d) an amount becomes "overdue" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

**3.12. Interest Payable.** Canada will pay to the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is overdue, from the date that amount becomes overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable. Canada will pay interest in accordance with this section only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

**3.13. 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.

#### **4. Suspension and Termination of the Contract**

**4.1. 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.

**4.2. Termination for Convenience.** At any time before the completion of the Work, Canada may, by giving notice in writing to the Contractor, terminate for convenience the Contract or part of the Contract, whether immediately or with a delay specified in the notice. Once such a notice of termination for convenience is given, the Contractor must comply with the requirements of the termination notice. If the Contract is terminated in part only, the Contractor must proceed to complete any part of the Work that is not affected by the termination notice. The termination will take effect immediately or, as the case may be, at the time specified in the termination notice. The payments to be made as a result of termination for convenience are set out in section 3.9

**4.3. Infraction.** Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in Article 9.

#### **4.4. Termination for Default.**

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
2. If the Contractor becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding down of the Contractor, the Departmental Representative may, to the extent permitted by the applicable law by giving written notice to the Contractor, immediately terminate for default the Contract or part of the Contract.
3. If Canada gives notice under subsection 1 or 2, the Contractor will have no claim for further payment except as provided in this section. The Contractor will be liable to Canada for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.



## 5. Information and Intellectual Property

- 5.1. Confidentiality – Contractor.** Subject to any obligations imposed on the Contractor by Australian laws applicable to the Contractor, the Contractor must keep confidential all information provided to the Contractor by or on behalf of Canada in connection with the Work and all information conceived, developed or produced by the Contractor as part of the Work. Information provided to the Contractor by or on behalf of Canada must be used solely for the purpose of the Contract and remains the property of Canada.
- 5.2. Confidentiality – Canada.** Subject to law, including the Canadian *Access to Information Act*, R.S.C. 1985, c. A-1, and subject to any right of Canada under the Contract to release or disclose information, Canada agrees not to release or disclose outside the Government of Canada any information delivered to Canada under the Contract that is proprietary to the Contractor or a subcontractor. Section 23 of the *Access to Information Act* is available to protect information subject to solicitor-client privilege from public disclosure.
- 5.3. Exception.** The obligations of the Parties set out in this Article do not apply to any information where the same information:
- a) is publicly available from a source other than the other Party;
  - b) is or becomes known to a Party from a source other than the other Party, except any source that is known to be under an obligation to the other Party not to disclose the information; or
  - c) is developed by a Party without use of the information of the other Party.
- 5.4. Access to Information.** Records created by the Contractor that are under the control of Canada are subject to the Canadian *Access to Information Act*. The Contractor acknowledges Canada's responsibilities under that Act and must, to the extent possible, assist Canada in discharging these responsibilities.
- 5.5. Proactive Disclosure.** The Government of Canada is committed to publicly disclose elements of all procurement contracts for goods and services entered into it for amounts over \$10,000, with only very limited exceptions such as national security. These elements are the vendor name, reference number, contract date, description of Work, contract period or delivery date, and contract value.
- 5.6. Copyright.** Anything that is created or developed by the Contractor as part of the Work under the Contract in which copyright subsists belongs to Canada. The Contractor must incorporate the copyright symbol and either of the following notices, as appropriate: © Her Majesty the Queen in right of Canada (year) or © Sa Majesté la Reine du chef du Canada (année).
- 5.7. Moral Rights.** At the request of the Contracting Authority, the Contractor must provide to Canada, at the completion of the Work or at such other time as the Contracting Authority may require, a written permanent waiver of moral rights as defined in the Copyright Act, R.S., 1985, c. C-42, in a form acceptable to the Contracting Authority, from every author that contributed to the Work. If the Contractor is an author, the Contractor permanently waives the Contractor's moral rights.

## 6. Liability

- 6.1. Each Party's Liability.** The Contractor is liable for any damage caused by the Contractor, its employees, subcontractors, representatives or agents to Canada or any third party. Canada is liable for any damage caused by Canada, its employees or agents to the Contractor or any third party.

**6.2. Indemnification.** The Contractor will indemnify Canada from all claims, losses, damages, costs, expenses, actions and other proceedings made in any manner, which arise out of the professional negligence or default of the Contractor or its representatives, employees and agents in the performance of the Contractor's obligations under this Contract.

## **7. Insurance Terms**

**7.1. Insurance at Discretion of Contractor.** The Contractor is responsible for deciding which amount of 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.

## **8. Authorities and Communication**

**8.1. Canada's Representative.** Canada's Representative for this Contract is:

Name:  
Title:  
Global Affairs Canada  
Directorate:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

**8.2. Substitute.** Canada reserves the right to replace Canada's Representative by written notice to that effect provided to the Contractor.

**8.3. Communication and Notices.** Any notice under the Contract must be in writing and may be delivered by hand, courier, mail, facsimile or other electronic method that provides a record of the text of the notice. 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.

**8.4. Management of the Contract.** Subject to the other provisions of this Article 8, 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 anybody other than Canada's Representative.

**8.5. Technical Authority.** The Technical Authority for the Contract is:

Name:  
Title:  
Organization:  
Address:  
Telephone:  
Facsimile:  
E-mail address:

The Technical Authority named above is the representative of the department or agency 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 Technical Authority, however the Technical 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 the Contracting Authority.

**8.6. Contractor's Representative.** The Contractor's Representative is:

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

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

**8.7. 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.

**8.8. 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.

## **9. Governance and Ethics**

**9.1. Conflict of Interest and Values and Ethics Codes for the Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act*, 2006, c. 9, s. 2 (as amended from time to time), the *Conflict of Interest Code for Members of the House of Commons*, the *Values and Ethics Code for the Public Service*, *Code of Conduct for Canadian Representatives Abroad* or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract. The Contractor will notify Canada in writing of any situation, of which the Contractor is or becomes aware, in which one of the Contractor's agents, employees or contractors derives, or is in a position to derive, an unauthorized benefit.

**9.2. No Bribe.** The Contractor declares that no bribe, gift, benefit, or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person, with a view to influencing the entry into the Contract or the administration of the Contract.

**9.3. Conflict of Interest.**

1. The Contractor must not influence, seek to influence or otherwise take part in a decision of Canada knowing that the decision might further its private interest. The Contractor must have no financial interest in the business of a third party that causes or would appear to cause a conflict of interest in connection with the performance of its obligations under the Contract. If such a financial interest is acquired during the period of the Contract, the Contractor must immediately declare it to Canada's Representative.
2. Conflict means any matter, circumstance, interest, or activity affecting the Contractor, its personnel or subcontractors, which may or may appear to impair the ability of the Contractor to perform the Work diligently and independently. The Contractor warrants that, to the best of its

knowledge after making diligent inquiry, no conflict exists or is likely to arise in the performance of the Contract. In the event the Contractor becomes aware of any matter that causes or is likely to cause a conflict in relation to the Contractor's performance under the Contract, the Contractor must immediately disclose such matter to Canada's Representative in writing. If Canada's Representative is of the opinion that a conflict exists as a result of the Contractor's disclosure or as a result of any other information brought to Canada's Representative's attention, Canada's Representative may require the Contractor to take steps to resolve or otherwise deal with the conflict or, at its entire discretion, terminate the Contract for default.

- 9.4. Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a contingency fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties. In this section, "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in soliciting, negotiating or obtaining the Contract and "person" includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act*, 1985, c. 44 (4th Supplement).
- 9.5. Incapacity to Contract with the Government.** The Contractor certifies that no one convicted under any of the provisions under subsection a) or b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:
- a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
  - b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
  - c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
  - d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
  - e) section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
  - f) section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
  - g) section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
  - h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
  - i) any provision under the local law having a similar effect to the above-listed provisions.

**9.6. 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.

**9.7. International Sanctions.** From time to time, in compliance with United Nations obligations or other international agreements, Canada imposes restrictions on trade, financial transactions or other dealings with a foreign country or its nationals. These sanctions may be implemented by regulation under the United Nations Act (UNA), R.S.C. 1985, c. U-2, the Special Economic Measures Act (SEMA), S.C. 1992, c. 17, or the Export and Import Permits Act (EIPA), R.S.C. 1985, c. E-19. Persons in Canada, and Canadians outside of Canada, are bound by these sanctions. The Contractor agrees that it will, in the performance of the Contract, comply with any such regulations that are in force on the effective date of the Contract, and will require such compliance by its first-tier subcontractors. Also, as a result, the Contractor must not supply, and the Government of Canada cannot accept delivery of goods or services that originate, either directly or indirectly, from the countries or persons subject to economic sanctions. For additional information on economic sanctions, refer to the following website:  
[http://www.international.gc.ca/sanctions/current\\_sanctions\\_actuelles.aspx?lang=eng](http://www.international.gc.ca/sanctions/current_sanctions_actuelles.aspx?lang=eng)

The Contractor must comply with changes to the regulations imposed during the period of the Contract. The Contractor must immediately advise Canada if it is unable to perform the Work as a result of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services. If the Parties cannot agree on a work around plan, the Contract will be terminated for the convenience of Canada in accordance with section 4.2.

## **10. Dispute Resolution**

**10.1 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.

## SUPPLEMENTARY CONDITIONS

Not applicable

## Appendix A Statement of Work

### 1. INTRODUCTION

Foreign Affairs, Trade and Development Canada (DFATD) requires Janitorial Services for the Consulate General of Canada located on Levels 5 and 6, 111 Harrington Street, Sydney NSW 2000, Australia.

### 2. OBJECTIVE

The objective of this requirement is to assure janitorial services for DFATD installations in Sydney, Australia as per industry standards, thus, maintaining cleanliness and providing decent working conditions for the occupants of those buildings. In order to achieve this objective, all the identified tasks will be scheduled on the required frequency.

### 3. DESCRIPTION OF SITE

#### Sydney, Australia Chancery

The Chancery is located on the 5<sup>th</sup> and 6<sup>th</sup> floors of a multi-level building. The total area is approximately 3000m<sup>2</sup>.

The Chancery houses a number of amenities which include a large multi-purpose room, a 5<sup>th</sup> floor conference room, 8 washrooms, 3 showers, 3 kitchenettes and 1 full-service kitchen.

### 4. DEFINITION OF TERMS

**Buffing:** Consists of removing traffic marks and restoring the floor surface shine using a high speed buffer equipped with an appropriate pad and spray solution, the floor must present an even shine and be clean after the buffing.

**Carpet shampooing:** Consists of using a buffer with an appropriate cleaning solution and pad in order to clean and remove stains to carpeted areas, followed by a static guard. Floor must be vacuumed prior to carpet shampooing. This operation includes moving office items and putting it back to its original location after carpets/rugs are dry and cleaning the T mats. Carpets must look, feel and smell clean after carpet shampooing.

**Clean/Cleaning:** Consists of removing dirt, debris, litter, spillage, stains, finger marks and any other foreign matters from horizontal and vertical surfaces using appropriate supplies, tools and equipment. (Syn.: mop, sweep, wash)

**Debris:** Consists of any foreign material that does not belong to a surface such as paperclips, paper, mop strings, pins, staples, gum and other items discarded on floors, furniture or other horizontal surfaces. (Syn.: litter)

**Equipment:** Refers to the tools required to execute the work.

**High traffic areas:** Includes entrance lobbies, elevator lobbies, corridors and traffic aisles in open office space.

**High dusting:** Consists of removing loose dirt on vertical and horizontal surfaces over 1.5 meters high using a damp cloth or an electrostatic duster without exceeding 4 meters high.

**Low dusting:** Consists of removing loose dirt on vertical and horizontal surfaces using a damp cloth or an electrostatic duster without exceeding 1.5 meters high.

**Secured Area:** Area identified as Restricted and where cleaning personnel must be escorted in order to proceed with the routine cleaning.

**Materials:** include, but are not limited to, toilet tissue, paper hand towels, hand soap, deodorant blocks, hand sanitizer, plastic bags and sani-bags, as required for the performance of the work, in addition to the supplies necessary for the physical cleaning of the building(s).

**Neutralize:** Consists of using water and vinegar to wash floors thoroughly, proceeding with a cold rinse to eliminate stripping solution and old finish residue before applying sealer.

**Office items:** Consists of items that are standardly part of an office such as chairs, T mats, garbage cans (waste baskets), recycling bins, coat racks, air purifiers, fans and other small items department owned, no personal items.

**Polishing metal:** Consists of removing soil, marks and stains from metal surfaces using an appropriate cleanser, following the manufacturers' directions and making sure no oil residue is left, restoring the metal to its original shine and leaving no smudges or streaks.

**Relamping:** Consists of replacing burnt fluorescent tubes, compact fluorescent, halogen, LED and conventional light bulbs, dusting covers and lenses and re-install.

**Routine Cleaning:** Means cleaning operations which are specified to be performed monthly or more frequently such as weekly or daily.

**Scheduled cleaning:** Means cleaning operations which are specified to be performed less frequently than monthly such as every two months, three times a year, quarterly, semi-annually or annually. Any scheduled cleaning must be scheduled with the Technical Authority.

**Project cleaning:** Means cleaning operations which are specified to be performed only when ordered by the Technical Authority on an "as and when requested" basis.

**Service call(s):** Means cleaning operations which are required as a result of accidental circumstances such as, but not limited to, floods, spills and blocked sinks/toilets/drains.

**Scrub or scrubbing:** Consists of removing top layers of wax on floors, using a low speed buffer along appropriate pad and soap, neutralizing and rinsing the floor and applying two coats of wax or sealer afterwards. This operation includes washing baseboards, moving office items and putting it back to its original location.

**Spot clean:** Consists of doing a visual inspection of surroundings and cleaning obvious/major dirt/filth/spill and remove accumulated water.

**Stain removal (carpets/rugs):** Consists of identifying the type of stain and eliminating it using the appropriate remover solution and/or technic in accordance with instructions in commercially available spot removal kits. There must be no discoloration of the carpet fibers.

**Steam clean:** Consists of using a jet extractor carpet machine with appropriate detergent to remove dust, dirt and stains from carpeted areas followed by an application of static guard. Floor must be vacuumed prior to steam clean. This operation includes moving office items and putting it back to its original location after carpets/rugs are dry and cleaning the T mats. Carpets must look, feel and smell clean after steam clean.



**Stairwells:** Vertical structure which includes flight of stairs, risers, banisters, railings, landings, baseboards, walls, doors and glass partitions.

**Stripping:** Consists of removing layers of floor finish using a low speed buffer equipped with the appropriate pad and stripping solution, neutralizing and rinsing the floor and applying water based sealer and two coats of wax afterwards, when applicable. This operation includes washing baseboards, moving furniture and putting it back to its original location. There must be no wax or sealer build up on surfaces after this operation has been completed.

**Supplies:** Consists of items necessary for the cleaning of the buildings such as solvents, cleansers, mops, rags, brooms and other cleaning solutions and products.

**Sweeping:** Consists of removing dust, dirt and debris on floors, steps and landings using a dust control compound when applicable and the proper broom size for the work.

**Vacuuming:** Consists of removing dust, dirt and debris on floors and surfaces using a vacuum cleaner equipped with the appropriate attachments to reach everywhere.

**Wash:** Consists of applying, scrubbing and rinsing the appropriate cleaning solution, soap or solvent, on its own or diluted with water using the appropriate cleaning tool (rags, sponges and mops depending on the surface to be cleaned) leaving no dirt residue and streaks on the surfaces. No abrasives to be used.

**Water base sealer:** Consists of a solvent that is applied to a clean, bare floor. Two coats must be applied, the second in opposite direction after the first one has completely dried.

## 5. SCOPE OF WORK

The Contractor must supply all labour, tools, equipment, materials and products required to carry out the work as described within the present document, unless stated otherwise.

### 5.1 Floors

#### A) UNCARPETED (approx. 1 900 m<sup>2</sup>) (tiles, ceramic tiles, terrazzo, concrete, painted and epoxy concrete)

- Daily:**
- Sweep all uncarpeted floors.
  - Wash all uncarpeted floors located in entrances, lobbies and Receptions/security.
  - Spot clean all remaining uncarpeted floors.

**Weekly:** - Wash all uncarpeted floors.

- Annual:**
- Scrub all uncarpeted floors.
  - Buff all uncarpeted floors located in hallways, corridors and entrances.

The contractor must clean each type of floor according to the manufacturers' specifications. The cost to correct any damage resulting from improper cleaning will be deducted from the monthly payments to the Contractor.

Floor scrubs, buffs, strips and waxes must be scheduled in advance and approved by the Technical Authority or his delegate.

## **B) CARPETED (approx. 1 100 m<sup>2</sup>)**

- Daily:**
- Spot clean all carpeted floors, including entrance mats.
  - Clip loose threads.
  - Remove spills and stains.

- Weekly:**
- Vacuum all carpeted floors.
  - Vacuum entrance mats.

- Annual:**
- Steam or shampoo clean all carpeted floors

**Steam or shampoo cleaning must be scheduled in advance and approved by the Technical Authority or his delegate.**

## **5.2 INTERIOR OF BUILDINGS**

### **1. ENTRANCES, EXITS, LOBBIES AND RECEPTIONS/SECURITY**

**Daily:**

- Remove all debris/litter.
- Empty garbage cans. Replace liners when required.
- Clean both sides of door glass and frames.
- Damp wipe benches, counters and counter top facings.
- Spot clean signs or signage.
- Spot-clean display cases, directory board glass, sidelights and walls.
- Clean sashes and doors.

**Weekly:**

- Low dusting.
- Clean display cases and directory board glass.

**Monthly:**

- Clean signs or signage.
- High dusting.

### **2. HALLWAYS AND CORRIDORS**

**Daily:**

- Remove all debris/litter.
- Empty garbage cans. Replace liners when required.
- Monitor recycling bins or recycling stations, empty and replace liners when required.
- Spot-clean sashes, doors, walls, display cases, directory board glass, sidelights and frames.

**Weekly:**

- Low dusting.
- Dust wall-hung fire extinguishers and first aid boxes.

**Monthly:**

- Clean interior of fire cabinets and dust extinguishers.
- Clean both sides of glass doors of the fire cabinets.
- High dusting.

### **3. OFFICES, WORKSTATIONS, BOARDROOMS AND CONFERENCE ROOMS**

#### **Daily:**

- Remove all debris/litter.
- Empty garbage cans. Replace liners when required.
- Wipe chairs armrests and place chairs properly.
- Spot-clean tables, desks, workstations and doors.

#### **Weekly:**

- Remove finger marks/stains from exterior of filing cabinets.
- Empty recycling bins and replace liners when required.
- Low dusting.
- Dust empty shelves.

#### **Monthly:**

- High dusting.
- Damp-wipe table legs and recycling cans.

### **4. Kitchens**

#### **Daily:**

- Remove all debris/litter.
- Empty garbage cans. Replace liners when required.
- Monitor recycling bins, empty and replace liners when required.
- Wash tables, chairs, counters, sinks and dispensers.
- Spot-clean exterior of garbage, recycling blue cans, doors, exterior of cabinets, backsplashes, refrigerators, microwaves, stove tops/facings, chairs and walls up to 1.5 meters.
- Replenish hand soap and paper towels.

#### **Weekly:**

- Empty recycling blue cans and replace liners when required.
- Low dusting.

#### **Monthly:**

- High dusting.

### **5. Washrooms and Shower Rooms**

#### **Daily:**

- Remove all debris/litter.
- Replenish hand soap, paper towels and toilet paper.
- Empty garbage cans. Replace liners when required.
- Wash and disinfect toilets bowls (includes toilet base and exterior of toilet seat), urinals, exterior and interior of washbasins, water taps, shower faucets and counters.
- Remove trash from strainers in urinals and replace strainers/pads when required.
- Clean all mirrors.
- Polish all metal (fixtures, dispensers, receptacles).
- Damp-wipe benches.
- Remove all debris/litter from shower floor and clean drains.
- Wash and disinfect shower walls with soapless detergent.
- Spot-clean doors, walls and partitions.

#### **Weekly:**

- Low dusting.
- Descale toilet bowls and urinals.
- Wash partition walls and stall doors.

- Pour a pail of clean water into floor drains.

**Monthly:**

- Wash and disinfect interior or receptacles.
- High dusting.
- Dust exposed pipes.

**6. Miscellaneous**

**Annual:**

- Dust all venetian or vertical blinds.
- Clean all interior windows and window sills.
- Clean air vents, diffusers, intake and exhaust grills.

**The Contractor must submit, for approval by the Technical Authority or his representative, a schedule for all annual tasks.**

**5.3 RECYCLING**

**1. Paper and Cardboard**

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

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

**2. Plastic, Glass and Metal**

All plastic, glass and metal, unless marked otherwise, must be recycled and must not be disposed of as garbage by the Contractor.

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

**3. Fluorescent Light Tubes**

Fluorescent light tubes and compact fluorescent lights are considered hazardous waste material and must be recycled separately.

**6. CLEANING OPERATIONS**

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

**A) REGULAR HOURS**

Monday to Friday between 11:00 am and 04:00 pm.

When a statutory holiday falls on a weekday (Monday to Friday) the operations will resume on the following day.

## **B) EXCEPTIONS**

1. The **Secured Area** can only be cleaned with the presence of a DFATD designated employee escorting the cleaning personnel. The Secured Area will be cleaned as follow:

### **Daily:**

- Remove all debris/litter.
- Empty garbage cans. Replace liners when required.
- Spot-clean tables, desks, workstations and doors.

### **Weekly:**

- Empty recycling bins and replace liners when required.
- Low dusting.
- Dust empty shelves.

### **Monthly:**

- High dusting.

## **7. EXCLUDED AREAS**

All areas on provided floor plans that are not hatched or shaded are considered outside the Scope of Work, and as such, are not part of this requirement. In order to facilitate the identification of those areas, see the below:

- Storage areas.
- Mechanical, electrical, transformer and boilers rooms.
- Garages.
- Attics.

## **8. EXCLUDED ITEMS**

Computers and associated electronic equipment, facsimiles, photocopiers, shredders, personal items, books and papers, artwork, inside display cases and cabinets, tools, coffee or vending machines, dishes, appliances and kitchen cupboards.

## **9. "AS AND WHEN REQUESTED" CLEANING**

Additional, emergency and project cleaning, may be required in addition to the routine cleaning, scheduled cleaning and service calls. When such work is required, a Task Authorization (TA) must be issued and signed by the Technical Authority or his representative and the Contractor.

## **10. MATERIAL**

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

Used cleaning products should have an eco-label that confirms both the environmental features and the performance of the product.

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

- Use of concentrated forms, to reduce volume and weight transported and to reduce packaging;
- Biodegradability;
- Packaging in non-aerosol containers;

- Packaging of cleaning products are recyclable and reusable; Exclusion of toxic ingredients and petrochemical compounds;
- Produce minimal or no irritation to skin, eyes, respiratory system; and
- Exclusion of unnecessary dyes, fragrances and corrosive/highly flammable compounds.

Cleaning equipment should be composed of recyclable parts.

Cleaning equipment should be energy efficient.

Equipment should be designed for easy disassembly.

The Contractor must provide a list of products, materials and equipment used to DFATD for approval. Only products, materials and equipment approved by DFATD will be allowed for use.

The list must include, but is not limited to:

- Toilet tissue (Regular 2-ply).
- Paper hand towels (rolls and/or packaged multifold towels). (depending on installations)
- Regular assorted sized clear plastic bags for recycled materials
- Regular assorted sized black garbage plastic bags.
- Soapless detergent containing "sequestering agents"
- Hand soap (thick and smooth).
- Deodorant blocks.
- Hand sanitizer.

## 11. CONTRACTOR'S PERSONNEL

1. The Technical Authority may ask the Contractor to replace any of its employees not meeting the requirements of this contract, for reasons of competence, behaviour or safety.
2. The Contractor must keep a minimum of 1 cleaning person on-site at all times during cleaning operations.
3. The Contractor must designate a person in charge or a supervisor. The designated person will be responsible to respond to cleaning service calls or emergencies. The person in charge or supervisor must be equipped with a cellular phone and voicemail or be on site for service calls and emergencies so that they can be reached at any time between 11:00 am and 04:00 pm.
4. All personnel working under this requirement must wear industrial type uniforms consisting of matching shirt and trousers, coveralls or duster coat. All uniforms must clearly display the company's name, logo or crest.

## 12. GENERAL REQUIREMENTS

1. **The Contractor must not proceed to any work outside the scope of work without the prior written approval of the departmental representative or his delegate.**
2. All keys entrusted to the Contractor must be fully protected at all time, not leave the work premises and returned every day, before site departure. **In the event keys are lost while in his custody (signed), the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the lost.**
3. DFATD will provide the Contractor with stock rooms, janitor's closets and designated areas for the duration of this requirement.
4. DFATD will not be responsible for any loss or damages of the Contractor's equipment, supplies, materials or personal belongings.

## 13. MINIMUM CLEANING STANDARDS

The quality standards described in this document for janitorial services core tasks and optional tasks must be strictly adhered to. All inspections made by the client will be rated according to these quality standards.

The Supplier must meet the following standards:

### 1. Cleaning: General

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

### 2. Spot Cleaning

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

### 3. Sweeping

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

### 4. Cleaning with a Hose (N/A)

- a. All areas must be clean of dirt, mud and debris with no water ponding as a result of the cleaning with a hose.
- b. Equipment is removed and stored immediately after use.

### 5. Dust Mopping

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

### 6. Damp Mopping

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

### 7. Wash Floors

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

### 8. Machine Scrubbing

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

### 9. Spray Buffing

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

#### **10. Scrub and Refinish**

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

#### **11. Strip and Refinish**

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

#### **12. Vacuuming**

- a. All carpet surfaces must have an overall appearance of cleanliness and must be free of visible dust, dirt and grit.
- b. A power head must be used. Vacuums must be 2 motor design (1 for suction, 1 for power head).

#### **13. Stain Removal**

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

#### **14. Hot Water Extraction**

- a. All carpets and walk-away mats must be clean and free of accumulated dust and dirt and stain as a result of Hot Water Extraction.
- b. Areas must be cleaned to walls and corners.

#### **15. Damp Wiping**

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

#### **16. Glass and Mirror Cleaning**

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

#### **17. High dusting**

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

#### **18. Clean and Disinfect**

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



## **14. INSPECTIONS AND LOGGING**

1. The Minimum Cleaning Standards will be verified for compliance by the Technical Authority or his representative throughout the duration of the Contract. Therefore, random inspections will be conducted. The Contractor representative may be requested to be present during the inspections.
2. The Contractor must maintain an on-site logbook. This logbook will be used to record all requests, complaints, deficiencies or any other situations observed and relevant to the cleaning activities. Corrective actions must also be recorded and the logbook must be available for consultation by the Technical Authority.
3. The designated person or the supervisor must meet daily with the Technical Authority so that all be informed and up to date with the cleaning activities.

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## Appendix B Basis of Payment

### 1. REGULAR CLEANING OPERATIONS

Regular Cleaning Operations				
* Period	A Cleanable Area	B Firm Monthly Rate per m <sup>2</sup>	C Firm Monthly Rate (B x ___)	D Firm Annual Rate (C x 12)
Year 1	___ m <sup>2</sup>	\$ _____	\$ _____	\$ _____
Year 2	___ m <sup>2</sup>	\$ _____	\$ _____	\$ _____
Option Year 1	___ m <sup>2</sup>	\$ _____	\$ _____	\$ _____
Option Year 2	___ m <sup>2</sup>	\$ _____	\$ _____	\$ _____
Option Year 3	___ m <sup>2</sup>	\$ _____	\$ _____	\$ _____
<b>Firm Annual Rate Total \$ _____ (AUD)</b> (excluding taxes)				

### 2. "As and When Requested" WORK

"As and When Requested" work			
* Period	A Estimated number of hours	B Hourly Rate	C Firm Annual Rate (A x B)
Year 1	200 hours	\$ _____	\$ _____
Year 2	200 hours	\$ _____	\$ _____
Option Year 1	200 hours	\$ _____	\$ _____
Option Year 2	200 hours	\$ _____	\$ _____
Option Year 2	200 hours	\$ _____	\$ _____
<b>Firm Annual Rate Total \$ _____ (AUD)</b> (excluding taxes)			



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

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

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



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

**PART A (continued) / PARTIE A (suite)**

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
 Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No / Non  Yes / Oui

Short Title(s) of material / Titre(s) abrégé(s) du matériel :  
 Document Number / Numéro du document :

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

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

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

Special comments:  
 Commentaires spéciaux : \_\_\_\_\_

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

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

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

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

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

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

**PRODUCTION**

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

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

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

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

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

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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.

Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

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

Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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

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

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

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



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

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

<b>13. Organization Project Authority / Chargé de projet de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>14. Organization Security Authority / Responsable de la sécurité de l'organisme</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
CHERYL GREENFIELD		CONSUL (IMMIGRATION) & DMSO	<i>C. Greenfield</i>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
351-3402		cheryl.greenfield@immigration.gc.ca	25 JULY 2016
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
<b>16. Procurement Officer / Agent d'approvisionnement</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
<b>17. Contracting Security Authority / Autorité contractante en matière de sécurité</b>			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date



## Task Authorization Autorisation de tâche

Contract Number - Numéro du contrat

Contractor's Name and Address - Nom et l'adresse de l'entrepreneur	Task Authorization (TA) No. - N° de l'autorisation de tâche (AT)
	Title of the task, if applicable - Titre de la tâche, s'il y a lieu
	Total Estimated Cost of Task (Applicable taxes extra) Coût total estimatif de la tâche (Taxes applicables en sus) \$

Security Requirements: This task includes security requirements

Exigences relatives à la sécurité : Cette tâche comprend des exigences relatives à la sécurité

No - Non

Yes - Oui

If YES, refer to the Security Requirements Checklist (SRCL) included in the Contract

Si OUI, voir la Liste de vérification des exigences relative à la sécurité (LVERS) dans le contrat



### For Revision only - Aux fins de révision seulement

TA Revision Number, if applicable Numéro de révision de l'AT, s'il y a lieu	Total Estimated Cost of Task (Applicable taxes extra) before the revision Coût total estimatif de la tâche (Taxes applicables en sus) avant la révision \$	Increase or Decrease (Applicable taxes extra), as applicable Augmentation ou réduction (Taxes applicables en sus), s'il y a lieu \$
--	--	---

**Start of the Work for a TA : Work cannot commence until a TA has been authorized in accordance with the conditions of the contract.**

**Début des travaux pour l'AT : Les travaux ne peuvent pas commencer avant que l'AT soit autorisée conformément au contrat.**

### 1. Required Work: - Travaux requis :

A. Task Description of the Work required - Description de tâche des travaux requis	See Attached - Ci-joint
B. Basis of Payment - Base de paiement	See Attached - Ci-joint
C. Cost of Task - Coût de la tâche	See Attached - Ci-joint
D. Method of Payment - Méthode de paiement	See Attached - Ci-joint

Contract Number - Numéro du contrat

## 2. Authorization(s) - Autorisation(s)

By signing this TA, the **Departmental Representative** certify(ies) that the content of this TA is in accordance with the conditions of the contract.

En apposant sa signature sur l'AT, le **Représentant du ministère** atteste(nt) que le contenu de cette AT respecte les conditions du contrat.

The authorization limit is identified in the contract.

La limite d'autorisation du client est précisée dans le contrat.

\_\_\_\_\_  
Name and title of authorized client - Nom et titre du client autorisé à signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contracting Authority - Autorité contractante

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 3. Contractor's Signature - Signature de l'entrepreneur

\_\_\_\_\_  
Name and title of individual authorized - to sign for the Contractor  
Nom et titre de la personne autorisée à signer au nom de l'entrepreneur

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date