



**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

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|--|---|
| C2. TITLE Cleaning Services for the Embassy of Canada in Athens, Greece | |
| C3. CONTRACT NUMBER | C4. DATE Insert date of section 2.2 |
| C5. CONTRACT PRICE EUR | |
| FOR THE MINISTER | |
| _____ Signature | _____ Date |
| _____ Print Name and Capacity | |
| FOR THE CONTRACTOR | |
| _____ Signature | _____ Date |
| _____ Print Name and Capacity | |



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", the "Embassy", 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 the 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;

"Canada's Technical Authority" or "Technical Authority" means the person designated to act as the agent or representative for the purpose of day to day operations under 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
3. Statement of Work (Appendix A)
4. Basis of Payment (Appendix B)
5. Floor Plans (Appendix C)

6. 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 Contractorwill 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 three (3) additional one-year periods 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 30 calendar days before the expiry date of the Contract. The option may only be exercised by the Canada's Representative, and will be evidenced for administrative purposes only, through a contract amendment.
- 2.4. 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.
- 2.5. 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, on whom appropriate security and background checks may be verified at any time upon request;
 - 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.
- 2.6. 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.
- 2.7. 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, demonstrates unwillingness to do the Work, has conducted himself improperly, or who is unlicensed in the relevant jurisdiction.
- 2.8. Replacements.** Canada may order that a replacement individual stop performing the Work. In this case, the Contractor must immediately comply with the order and secure a further replacement in accordance with section 2.69. 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.
- 2.9. Compliance with Local Law.** In the performance of Work under this Contract, the Contractor will comply with all applicable provisions of the laws in force in Greece.
- 2.10. 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.
- 2.11. 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 may 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 audit by Canada 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 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, Canada's 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 Greek 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. Subject to limited exceptions including national security, the Government of Canada is committed to publicly disclose elements of all procurement contracts for goods and services entered into it for amounts over CAD \$10,000. 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. **Canada's Technical Authority.** The Technical Authority for this Contract is:

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

8.3. **Substitute.** Canada reserves the right to replace Canada's Representative or Canada's Technical Authority by written notice to that effect provided to the Contractor.

8.4. **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.

8.5. **Management of the Contract.** Subject to the other provisions of this Article 8, Canada's Technical authority is responsible for the day to day operations of this Contract. Canada's Representative is responsible for the management of the Contract, including the issuance of Task Authorizations. 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.

8.6. **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

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

1. All employees assigned to work in the Embassy must submit a valid medical certificate indicating that individuals performing the work are in good health and free from any infection or disease. The Contractor shall be responsible for medical check-up as prescribed by the Embassy for all workers prior to their start of work at the Embassy.
2. All employees assigned to work in the Embassy must submit a valid NBI clearance and complete security clearance documentation required by the Embassy. All Contractor personnel assigned to the Embassy must obtain and maintain this security clearance to enable assignment at the Embassy.
3. Only medically and security cleared workers shall be allowed to work under this contract. The Contractor shall not change the staff without prior approval of the Embassy due to security and medical reasons.
4. The Contractor shall have sufficient security and medically cleared backup personnel/relievers to provide relief in the event of employee absences or additional Embassy requirements. These relievers must have a valid Reliability Status (security clearance) which the Embassy conducts.
5. In case of absenteeism, relievers shall be provided by the Contractor. If Contractor does not provide adequate replacement staff in case of absenteeism, expenditure incurred by the Mission for operation shall be recovered from the Contractor or adjusted against amount due and payable to him/her.
6. The Contractor shall be fully responsible for its employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.
7. The cleaners shall be employees of the Contractor, who shall comply with all relevant local labor laws. Worker's salaries shall not be less than the rate prescribed by local labour laws. The Contractor must be ready to furnish proof that it is current in its payments of income tax, IKA and OAED contributions. The Contractor shall indemnify the Embassy against any claim or liability from any authority under the Labor Law or any other laws, as applicable in the process of execution of this service contract in the said premises.
8. The Contractor may not subcontract the duties under this contract to a third party/company. All staff provided to carry out duties under this contract must be employees of the Contractor.
9. The Contractor shall take insurance policies for sufficient amount to cover itself against workman's compensation, loss, claims, etc. and shall keep the Embassy indemnified against any such risk.
10. Proper measures shall be taken to see that the equipment of the Embassy is protected against dust, physical damage and contamination by maintaining high standards of sanitation practices, personal hygiene and proper tools.
11. If it is proven that the breakdown/loss of material etc. in the system was because of negligence on part of the Contractor/its staff, as per the terms & condition of this contract, the same shall have to be repaired/replaced by the Contractor at its own cost.

12. The Contractor shall abide by the rules and regulation which the Department may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of visitors, personnel, etc.
13. The Contractor alone shall be responsible for the conduct, behavior and discipline to be maintained at workplace and its environment thereof in respect of the personnel engaged or hired by the Contractor. In case any misconduct which may or may not involve financial loss or burden on the Embassy, the Contractor alone shall take suitable action against such defaulting personnel in consultation with the Embassy's Technical Authority, but the Embassy shall not be responsible and/or liable for any type of disputes arising out of such disciplinary action as and when taken by the Contractor against such defaulting personnel. The Contractor shall remove/substitute any worker if the Embassy so directs.
14. The Embassy of Canada will supply some cleaning materials, products and equipment, including toilet paper, paper towels, liquid soap and sanitizers, hand or machine dishwashing consumables for kitchens, paper cups for water dispensers, ladders and stools. All other cleaning materials, products and equipment shall be the responsibility of the Contractor. The Cleaning Supervisor will track and monitor supplies and equipment usage and signal a need for materials and equipment replenishment to the Property Section.
15. All costs and expenses incurred by the Contractor for the performance of the work, including local transportation of personnel and delivery of materials and supplies shall be the sole responsibility of the Contractor. DFATD will not reimburse Contractor for such expenses.
16. The Contractor shall be responsible to provide the mandatory (by law) social insurance for all its personnel providing services to DFATD, such insurance including but not limited to pension, injury, sickness, unemployment, etc. as well as any other compensation or allowance mandated by local labor codes (i.e. overtime, leave benefits, bonuses, etc.)

DFATD reserves the right to request proof of such compliance at any time throughout the validity of the Contract. Failure of the Contractor to provide such proof may render the Contract void and DFATD may terminate the Contract without any liability.

Appendix A Statement of Work

1. INTRODUCTION

Foreign Affairs, Trade and Development Canada (DFATD) requires Janitorial Services for the Embassy of Canada in Athens, Greece.

2. OBJECTIVE

The objective of this requirement is to secure cleaning services for the interior and exterior of the Embassy of Canada building (Chancery) in Athens, including provision of labor, tools, equipment and materials. The cleaning services are to be provided on all areas owned by DFATD or on which DFATD has exclusive rights of use, as described under paragraph "2" below. It does not include any planted or green areas.

3. LOCATION AND DESCRIPTION

The Chancery is located at the corner of 48 Ethnikis Antistaseos and Serron Streets in Chalandri, Athens, Greece. It consists of the interior and exterior of the north-east part of the building thereof occupied by the Embassy, including hallways, elevator, staircase, office spaces, washrooms, kitchens, storage and utility areas, meeting and technical rooms, balconies, outdoor patios, pathways and security guards huts.

The interior of the building is approximately 1,250 sq.m. on 5 levels. More specifically:

- a) Basement: approximately 200 sq.m, consisting of airlock, lobby, large kitchen and lunch area, two WCs, one WC wheelchair accessible, shower, mailing room, workshop, DCC room, UPS room, storage and laundry area.
- b) Ground floor: approximately 350 sq.m, consisting of entrance, waiting lounge, crush area, two twin WCs, one WC wheelchair accessible, a large multipurpose room, large kitchen area, conference/dining room, airlock, interview rooms, receptionist and office areas.
- c) Mezzanine: approximately 200 sq.m, consisting of open plan office space, WC, kitchenette, business centre, meeting rooms, a technical room and storage area.
- d) 1st floor: approximately 250 sq.m, consisting of open plan office space, WC, kitchenette, business centre, meeting rooms, two technical rooms, a storage area and a narrow balcony.
- e) 2nd floor: approximately 250 sq.m, consisting of Ambassador's office and meeting room, open plan office space, WC, kitchenette, business centre, two technical rooms and four balconies.

The levels are connected through a centrally located elevator serving all levels and a staircase serving all levels except the basement.

The exterior of the building, that the Embassy has exclusive rights of use, consists of the main street entrance leading to the main guard hut, the main guard hut which consists of three areas and the walkway to the building's entrance. On the side of the building on Serron Street, the Embassy maintains a smaller guard hut as well as two open parking spaces. Finally, on the rear of the building, there is a patio area of approximately 50sq.m and a walkway leading to an exit on Serron Street.

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 tasks to be performed include, but not limited to, vacuuming, sweeping, moping, cleaning glass surfaces and windows, dry and wet dusting, polishing, sanitizing, disinfecting, washing and drying surfaces, collecting and removing garbage, restocking consumables, and generally any other task or duty which can normally be expected by a cleaning crew. The Contractor is expected to use good judgment and due diligence in the conduct of the cleaning services with care and respect of the type of floor and furniture finishes, type of accessories and sensitiveness of equipment.

The frequency of cleaning expected per area for the interior of the building is shown by color-coding of the floor plans under Appendix "B". In principle, the cleaning is separated in

- **RED** areas, requiring daily cleaning.
- **GREEN** areas, requiring twice-per-week cleaning

- **BLUE** areas, requiring weekly cleaning
- **YELLOW** areas, requiring monthly cleaning

Daily cleaning (**RED** areas)

The daily cleaning is expected to take place each and every day early in the Shift. The RED areas include a) all WCs, kitchens and kitchenettes and shower, b) lunch room in the basement, c) elevator, d) Ambassador's office and surrounding area and e) ground floor airlock and all areas accessed by the public on the ground floor (waiting area, hall way, interview booths). Specifically:

5.3.a) for all wet areas (WCs, kitchens and kitchenettes, shower) where applicable:

- empty waste bins and replenish paper towels, toilet paper, liquid soap, etc.
 - clean, wash and disinfect basins, sinks, countertops, toilet bowls, water tanks and handles, taps, dispensers, doors and door handles, hangers, toilet accessories, etc. Stainless steel accessories should be stain free.
 - wash, mop, disinfect and dry all floors and tiled surfaces
 - wet clean and dry all cupboards, all sides
 - wet clean and dry all appliances
 - clean all mirrors, windows and glass surfaces
- (!) for the ground floor WCs (public) only, Contractor is expected to repeat and refresh the cleaning a second time closer to the end of the Shift, around 11:30am.

5.3.b) for the lunch room

- wet clean and disinfect all tables, benches, stools and chairs
- wet clean and disinfect soft corner
- wash, mop, disinfect and dry all floors and tiled surfaces

5.3.c) for the elevator

- wet clean and dry all stainless steel surfaces, to be left stain free
- clean and disinfect elevator call buttons
- mop and dry floor

5.3.d) for the Ambassador's office and surrounding areas

- empty waste bins
- gently dry clean and dust off all furniture and appliances
- clean and disinfect chairs and couches
- vacuum floors and fabric coated chairs and furniture
- clean all internal windows and glass doors

5.3.e) for the public areas and the airlock on the ground floor

- spot clean internal and inside of external windows, mirrors and doors (glass and non-glass)
- wet clean, disinfect and dry all chairs and tables
- gently dust off fine art
- wet clean, disinfect and dry all countertops
- wash, mop, disinfect and dry all floors
- clean and dry all fittings and accessories, stainless steel or brass
- vacuum all carpeted floors as well as fabric coated chairs and furniture
- vacuum entrance mats

The Contractor shall be responsible for the daily removal of all garbage and waste produced by the Embassy during normal operations, including shredded paper from paper shredders and other recyclable materials. The Contractor shall provide it crew with the necessary equipment to carry such waste, especially for heavy loads. All garbage and waste shall be disposed properly in accordance with local and municipal regulations and in compliance with any special instruction by Canada's Representative. No garbage shall be kept and accumulated inside the Chancery for later/future disposal.

The Contractor is expected to cooperate and assist DFATD in any recycling program and initiative already in place or implemented during the term of the Contract.

5.4 Twice-per-week cleaning (**GREEN** areas)

The twice-per week cleaning is expected to take place two days at any given week and should generally follow the completion of the daily cleaning. These two days should be evenly distributed within any given week (i.e. Mon & Thu or Tue & Fri) so as to maintain an average good state of cleanliness. In principle, the GREEN areas include a) all office spaces, hallways and walkways, b) meeting rooms, c) multipurpose and dining room and d) business centers. Specifically:

5.4.a) for all office spaces, hallways and walkways where applicable:

- empty waste bins from all offices
- vacuum or mop and dry all floors depending on type of flooring
- gently dust off all desks, chairs, closets, filling cabinets, chests of drawers, etc.
- wet clean window ledges

5.4.b) for meeting rooms:

- empty waste bins
- vacuum all floors
- wet clean and dry all tables and chairs
- dust off all furniture and fittings
- clean glass windows and doors, both sides, where necessary

5.4.c) for the multipurpose and dining room:

- empty waste bins
- vacuum or mop and dry all floors depending on type of flooring
- wet clean and dry all tables and chairs
- dust off all furniture and fittings
- clean glass windows and doors, both sides, where necessary

5.4.d) for the business centers:

- empty waste bins
- mop and dry all floors
- wet clean and dry all countertops and cabinets
- gently dust off all office machines

5.5 Weekly cleaning (**BLUE** areas)

The weekly cleaning is expected to take place one day at any given week and should generally follow the completion of the daily cleaning. In principle, the BLUE areas include a) staircase, b) basement storage, laundry room, workshop and mailing room, c) 2nd floor secure area. Specifically:

5.5.a) for the staircase:

- wet mop and dry whole staircase, top to bottom
- wet clean disinfect and dry handrails
- dust off ledges and other flat surfaces

5.5.b) for basement storage and laundry room:

- empty waste bins and remove any garbage
- vacuum or wet mop and dry floors, depending on type
- dust off work benches, shelves, chairs, etc.
- clean appliances where applicable

5.5.c) for 2nd floor secure area:

- empty waste bins and remove any garbage
- gently dry clean and dust off all desks and working surfaces

- clean and disinfect chairs
- vacuum floors and fabric coated chairs and furniture
- clean all internal windows and glass doors

5.6 Monthly cleaning (**YELLOW** areas)

The monthly cleaning is expected to take place once every month and should generally follow the completion of the weekly cleaning. In principle, the **YELLOW** areas include a) storage rooms, b) technical rooms and c) balconies. Specifically:

5.6.a) for the storage rooms:

- empty waste bins and remove any garbage
- vacuum or wet mop and dry floors, depending on type
- dust off work benches, shelves, chairs, etc.

5.6.b) for the technical rooms:

- empty waste bins and remove any garbage
- vacuum or wet mop and dry floors, depending on type
- dust off work benches, shelves, chairs, etc.
- gently dust off computers and other equipment

5.6.c) for balconies:

- wash, mop and dry floors
- clean and clear of debris drains and gutters
- wet clean and dry railings
- where applicable, clean glass protectors on railings

5.6.d) for the ground floor hospitality kitchen and as per the Hospitality Coordinator instructions:

- empty waste bins and replenish paper towels, toilet paper, liquid soap, etc.
- clean, wash and disinfect basins, sinks, countertops, toilet bowls, water tanks and handles, taps, dispensers, doors and door handles, hangers, toilet accessories, etc. Stainless steel accessories should be stain free.
- wash, mop, disinfect and dry all floors and tiled surfaces
- wet clean and dry all cupboards, all sides
- wet clean and dry all appliances
- clean all mirrors, windows and glass surfaces

5.7 Exterior of the building (**RED**)

The exterior of the building is generally administered by the condominium management. There are, however, installations and areas which are used by the Embassy exclusively, which will fall under the Work. These areas include a) street and main building entrance, b) walkways and c) front guard hut. Specifically for these areas, the Contractor is expected **on a daily basis and at the beginning of the Shift:**

5.7.a) for the entrances

- clean all windows
- clean all door handles, handrails, fittings and accessories in general
- clean and polish signage, pigeon holes and other fittings and accessories

5.7.b) for the walkways

- sweep and/or vacuum leaves and dirt
- wash and mop if and when necessary
- dust off, wet clean and dry any handrails and
- remove any permanent dirt

5.7.c) for the front guard hut

- wet mop and dry floors

- clean all windows and glass surfaces, both sides
- wet clean and dry benches, countertops and surfaces
- empty garbage bins
- dust off appliances and equipment

5.8 Periodical and Project cleaning

There are cleaning tasks that the Contractor is expected to perform on an as-needed basis and with frequencies that can be from once per month up to once per year, depending on normal wear and tear, weather conditions, etc. These tasks must be scheduled by the Contractor accordingly and be taking place on a pre-determined basis. Such task shall include, but not limited to:

- 4.8.a) clean the inside of all external windows as well as the outside of all accessible external windows once every month or sooner if necessary. Accessible windows are considered all windows that are up to 3m from the ground level as well as all opening and sliding windows that are located higher than 3m from the ground
- 4.8.b) shampoo and dry all carpets throughout the building once every year
- 4.8.c) machine clean and polish all tiles and hard flooring once every six months
- 4.8.d) high pressure wash of all exterior pathways and walkways once every three months
- 4.8.e) vacuum or gently dusting off all ceiling light fixtures, recessed or not, once every month.
- 4.8.f) wet clean and dry all ceiling A/C vents and air intakes once every month.
- 4.8.g) empty cupboards in kitchens and kitchenettes, wet wash, disinfect and dry the inside of the cupboards and place items back once every two months
- 4.8.h) empty refrigerators and freezers in kitchens and kitchenettes, wet wash, disinfect and dry the interior once every two months

6. CLEANING OPERATIONS

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

Working schedule and time milestones

The Embassy opens up for the public every day at 08:30. It is imperative that all public areas on the ground floor (RED) are clean and ready to be used by the Embassy's clients by then.

The following time schedule is indicative only, but can provide some basic principles:

- 07:00-07:45 – arrival of cleaning crew at the site / preparations / cleaning of the guard hut, entrance, walkways and any other exterior works
- 07:45-08:30 – crew is allowed in the building, cleaning of the ground floor RED areas, emphasis and priority on WCs, waiting areas and booths
- 08:30-11:30 – crew proceeds to the remaining RED areas of the building and with others cleaning tasks, as per the Contractor's schedule
- 11:30-12:00 – crew conducts the 2nd pass of the ground floor washrooms and depart

Contractor's schedule and planning

The cleaning services are to be provided Monday to Friday every week, starting at 07:00 (see also Paragraph "5" below) and should be completed by 12:00 (the Shift). DFATD shall not provide access inside the building before the starting time or after the completion time. The Contractor shall not schedule or provide any services during weekend or Embassy's holidays, unless DFATD and Contractor agree otherwise.

The Embassy maintains a different public holiday calendar from the local Greek one, which is approved every December for the coming calendar year. The Embassy's holiday calendar consists of 11 public holidays every year, some of which may coincide with some local and some may not. The Contractor shall abide by the Embassy's holiday calendar as approved and communicated to the Contractor every calendar year and is expected to offer services as normal during local holidays that may not be part of the

Embassy's holiday calendar. DFATD shall not compensate extra or different for local holidays that the Contractor must work as normal.

It is anticipated that, at minimum, a crew of four (4) persons, consisting of one supervisor and three cleaners, is required to fulfill the duties outlined in this scope of Work.

As soon as the Work commences and no later than 45 days following the commencement of the Work, the Contractor is expected to provide to the Canada's Representative a detailed weekly time schedule, which will account for all the necessary cleaning tasks, which days and during which times they will be taking place, by how many cleaners, etc. As soon as the Canada's Representative approves such time schedule, it will become part of this Contract and the Contractor shall be bound to execute the cleaning tasks as scheduled.

No changes shall be effected to the time schedule unless specifically agreed by both the Canada's Representative and the Contractor. Such changes will not be valid until such time that the Contractor submits an updated version of the time schedule and Canada's Representative approves it.

7. CONTRACTOR'S REPRESENTATIVE, SITE SUPERVISOR AND CREW

7.1 The Contractor, upon the commencement of the Contract, shall appoint a Contractor's Representative. Such Representative shall be reachable both by phone or e-mail during normal working hours and shall be the main point of contact between the Canada's Representative and the Contractor for all issues pertaining to the execution of this Contract. The Contractor's Representative must be fluent in English, both orally and in writing.

7.2 The Contractor, upon the commencement of the Contract, shall appoint a Site Supervisor. Such Supervisor shall be responsible for the Work, the supervision of the cleaners and the completion of all the daily cleaning tasks. It will be the main point of contact between the Canada's Representative and the Contractor on site and will be receiving on site instructions and advice by the Canada's Representative, therefore the Supervisor must be able to communicate in English. Such person shall remain on site during the Work.

7.3 The Contractor, upon commencement of the Contract, shall appoint the three (3) cleaners who will form the permanent cleaning crew.

7.4 All Contractors' crew members will be vetted by the Embassy before working at the site and must be approved by Embassy's Security Service. The Contractor is expected to maintain the same composition of cleaners throughout the Contracting period. If the Contractor needs to permanently replace one of their crew, they must inform DFATD at least 30 days in advance, provide proper justification for such change and provide all the necessary information for the proposed replacement. Such replacement will not be effected unless the necessary security screening process is complete. DFATD reserves the right not to accept such change or replacement of crew.

7.5 The Contractor is expected to have back-up cleaners, in case a member of the main crew is absent due to illness or other emergency reasons as well as if needed to draw more cleaners on a specific day. Such cleaners must be security screened and pre-approved by the Embassy the same way as the permanent crew before being accepted to act as back-ups.

7.6 DFATD reserves the right to conduct periodic background checks on personnel employed or subcontracted by the contractor. The Contractor shall, at least ten (10) days before the first day on which any person is required to enter the site for the purpose of carrying out the work, provide to the Canada's Representative a document setting out the name, residential address, date, and place of birth of all employees intending to do work at the Embassy. The Contractor shall be responsible to arrange criminal and credit check verification for all workers prior to their starting work at the Embassy. This condition shall apply equally to any employees of the Contractor who are engaged for work at the Embassy after the

start of the Contract. The Mission reserves the right to deny access to any individual on the basis of security reasons.

7.7 DFATD reserves the right, in its sole discretion, to decide that personnel employed or subcontracted by the contractor are unsuitable for the Work and may ask the Contractor for that personnel to be replaced. In such circumstances, the Contractor shall ensure that personnel are removed from the site and replaced with personnel suitable to DFATD.

8. CLOTHING, IDENTIFICATIONS AND SAFETY

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

8.2 Contractor shall provide its personnel with summer/winter uniforms including shoes that clearly identify them as employees of the contractor and distinguish them as cleaners. Such uniforms shall be selected in a manner that ensures a consistently excellent representational image for the Government of Canada and must be approved by the Canada's Representative.

8.3 The Contractor shall provide to all persons employed in the performance of the services the necessary tools and materials as to keep them safe from harm and injury, including but not limited to gloves, safety shoes, safety belts, hard hats, waist straps when hanging, etc. Canada's Representative maintains the right to refuse receiving services where the Contractor has not taken the safety precautions anticipated or required for the safe and sound performance of any services.

9. ACCESS TO SITE AND SECURITY REQUIREMENTS

9.1 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 Chancery. The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Chancery. Access to the restricted zones of the Chancery may only be granted under the escort and constant supervision of a member of a Canada-based staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void.

9.2 This document does NOT contain CLASSIFIED information; however, all or part of the Work involves possible access to CLASSIFIED and/or PROTECTED information and materiel. The Contractor shall NOT remove, without the express approval of Canada's Representative, any CLASSIFIED and/or PROTECTED information or materiel from the work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

9.3 The Contractor shall be responsible to identify the Security Requirements of the Contract to their crew and subcontractors and to ensure that these requirements are met by their crew and subcontractors at all times.

9.4 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 Contractor's custody, the Contractor will be liable to compensate DFATD all costs and expenses for the replacement of all affected locks and keys.

10. REQUIRED RESOURCES AND MATERIALS

10.1 All Required Resources and Materials for the performance of the Work shall be the responsibility of the Contractor. Such items shall include, but not limited to, brooms, brushes, mops (wet and of treated yarn or cloth), vacuum cleaners (dry and wet, dry must have HEPA filters), floor scrubbers, polishers, buffers, carpet-sweepers, carpet-shampoos (for general carpet shampooing), buckets, mop tank-

wringers, liquid soap, powder soap, sanitary / plastic waste disposal bag, janitorial carts, detergents, metal polish, glass cleaners, rags, disinfectant, and other miscellaneous equipment and supplies not otherwise provided or specified but necessary to perform the required services, with the exception of the materials of paragraph "13.6" below which will be provided by DFATD.

10.2 A stock of products shall be maintained and replenished regularly. Equipment shall be replaced, as required, with no impact on the performance of the work. The Embassy shall provide a stock room for use by the Contractor. This room shall contain storage space for cleaning equipment and supplies. There is also access to several custodial/supply rooms throughout the Embassy for use by the cleaning staff.

10.3 All supplies and equipment are to be of a high quality and commercial/industrial grade as to be approved by Canada's Representative. The Contractor should provide Eco-friendly products, certified for their purpose and bearing all the necessary approvals by the competent authorities. The MSDS of all the products should be readily available and presented to Canada's Representative upon request.

General features of environmentally preferable cleaning products 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.

10.4 All cleaning products used must be odourless.

10.5 The Contractor may not change any of the materials and tools provided without the express consent of the Canada's Representative. Canada's Representative, however, shall maintain the right to ask for replacement of any resource, material and supply that is deemed unfit for its purpose or may cause health and other problems (i.e. allergies). The Contractor shall then provide replacement options to Canada's Representative for their approval, such replacement being within the same standards and as per paragraph "13.3".

10.6 The following materials, tools and supplies will be provided and will remain the responsibility of the Embassy:

- toilet paper
- paper towels
- liquid soap and sanitizers
- hand or machine dishwashing consumables for kitchens
- paper cups for water dispensers
- ladders and stools

11. 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.

12. 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.

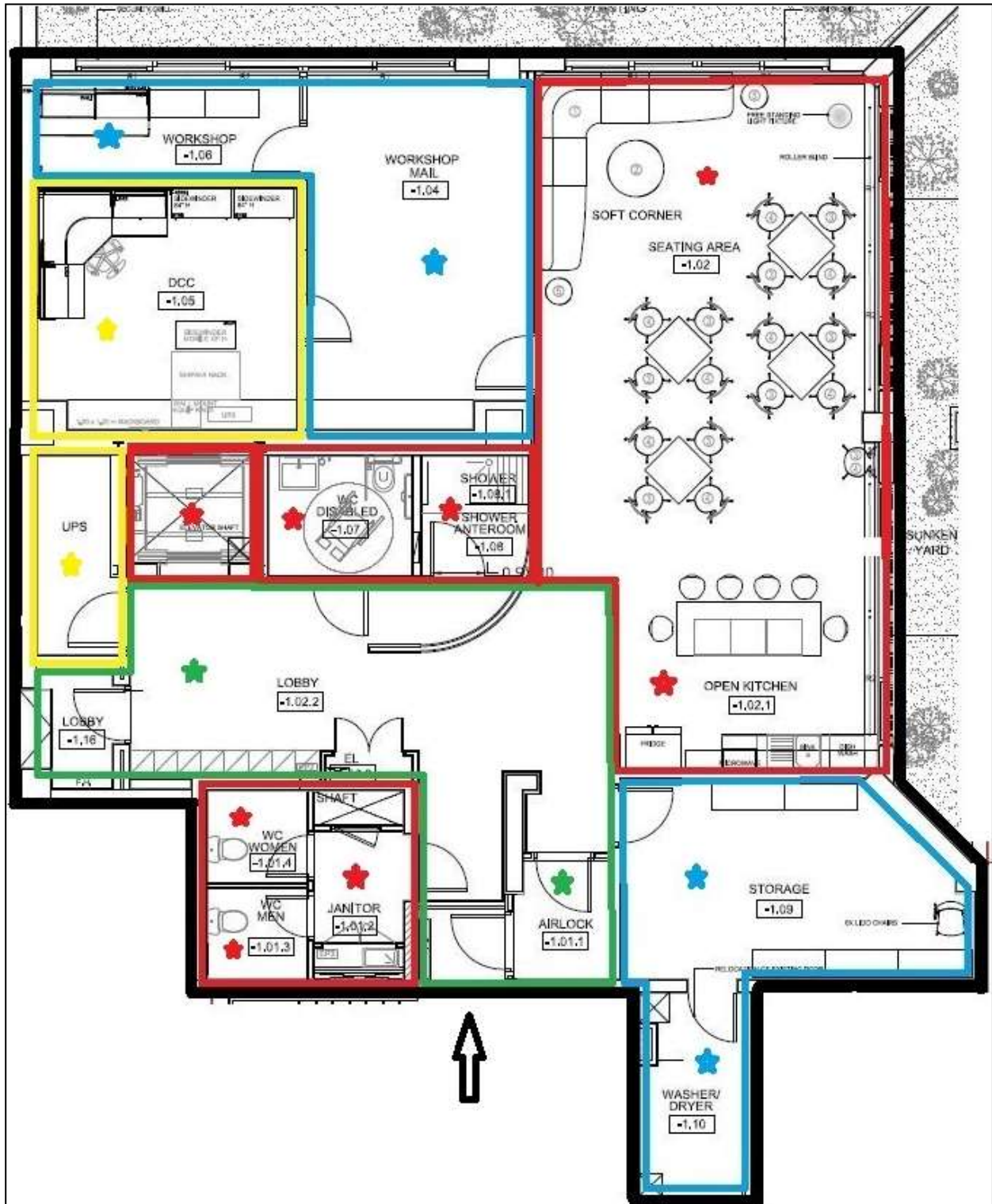
**Appendix B
Basis of Payment**

1. REGULAR CLEANING OPERATIONS

| Regular Cleaning Operations | | | | |
|--|---------------------------------|--|--|--|
| * Period | A Cleanable Area | B Firm Monthly Rate per m² | C Firm Monthly Rate (B x ___) | D Firm Annual Rate (C x 12) |
| Year 1 | ___ m ² | \$ _____ | \$ _____ | \$ _____ |
| Year 2 | ___ m ² | \$ _____ | \$ _____ | \$ _____ |
| Option Year 1 | ___ m ² | \$ _____ | \$ _____ | \$ _____ |
| Option Year 2 | ___ m ² | \$ _____ | \$ _____ | \$ _____ |
| Option Year 3 | ___ m ² | \$ _____ | \$ _____ | \$ _____ |
| Firm Annual Rate Total \$ _____ (EUR) (excluding taxes) | | | | |

APPENDIX "C" – COLOUR-CODED FLOOR PLANS

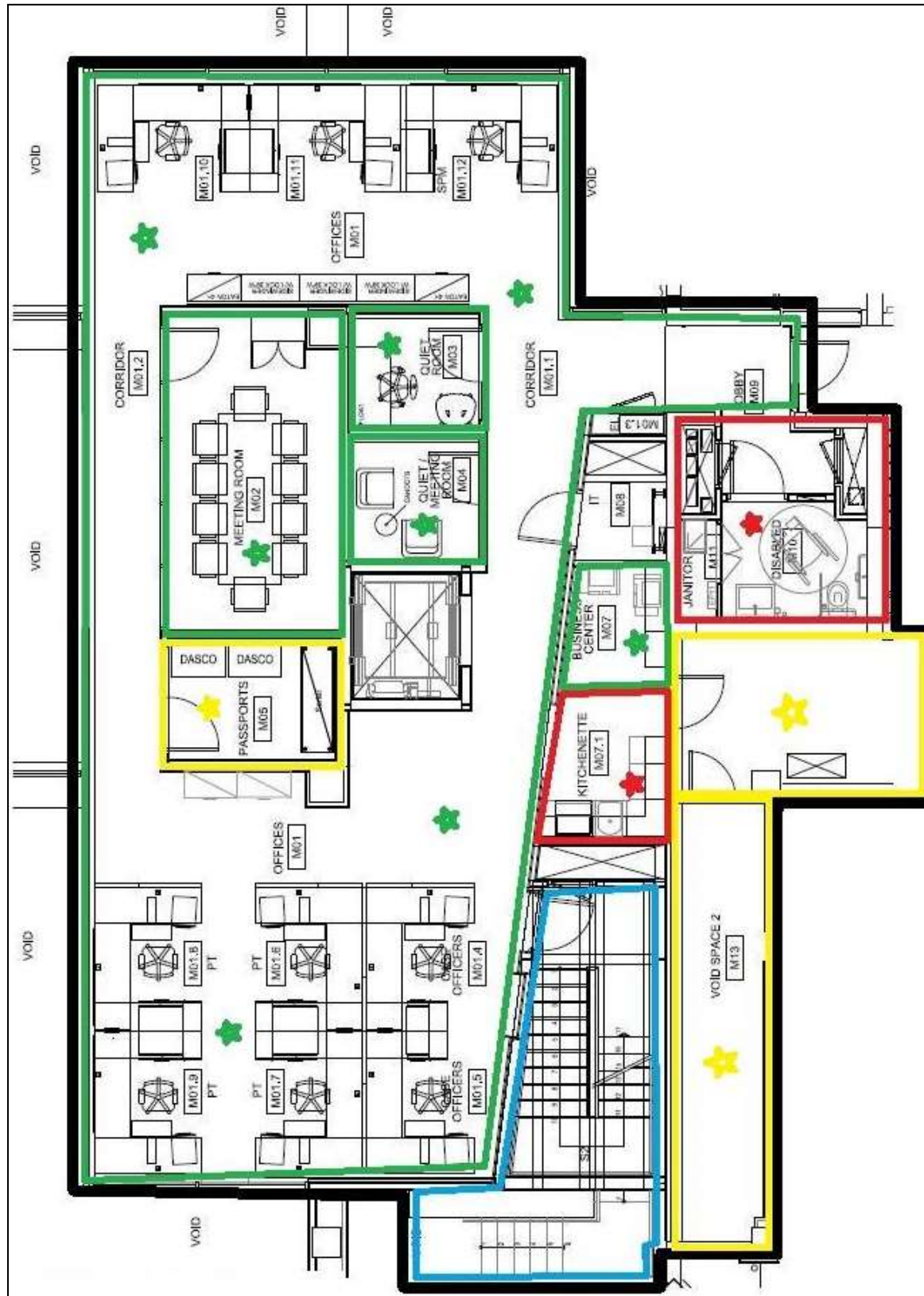
B1 – Basement floor



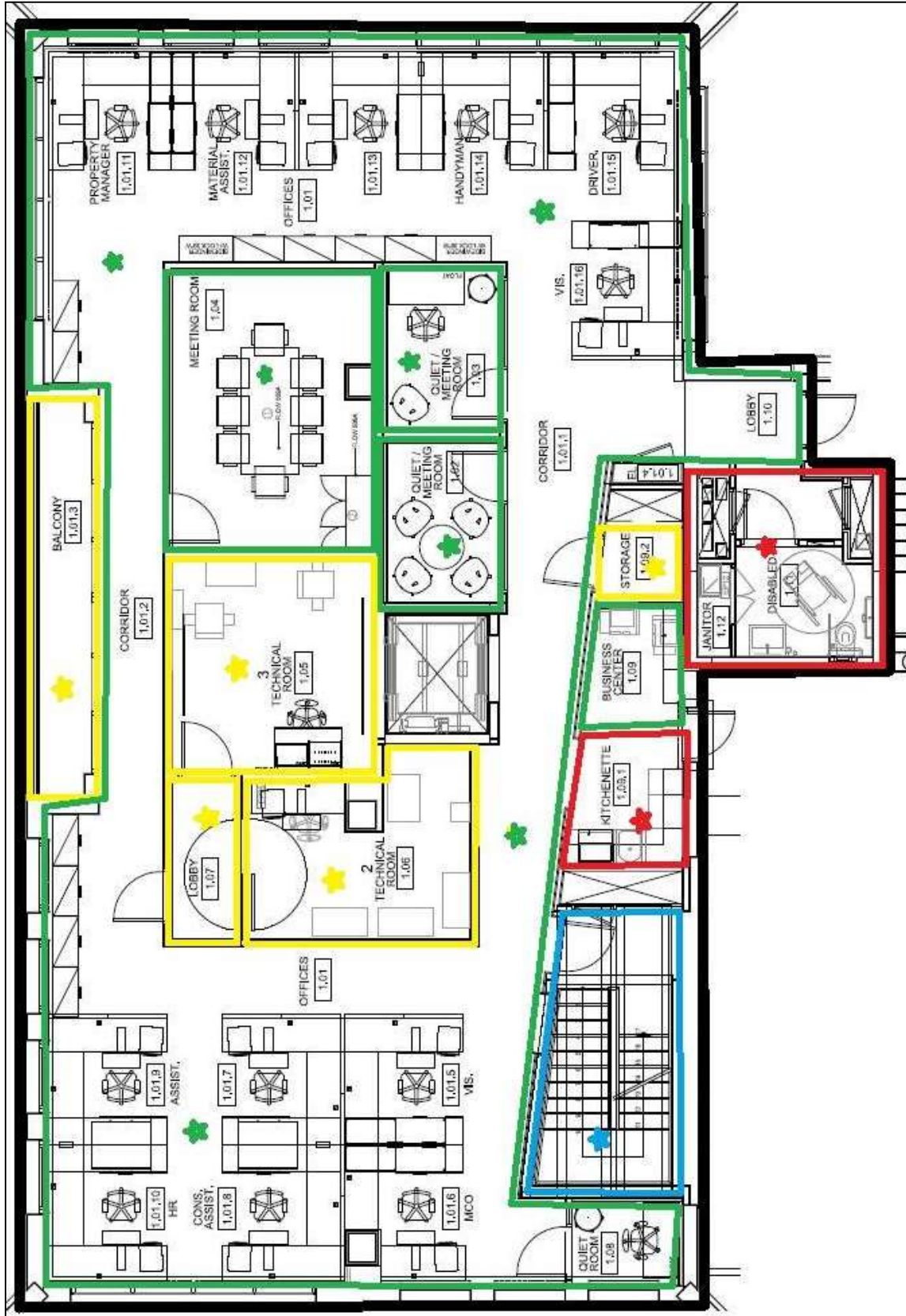
B2 – Ground floor



B3 – Mezzanine



B4 – 1st floor



B5 – 2nd floor

