Page 1 of/de 54

CANADA'S REPRESENTATIVE

NANCY LEVASSEUR
MISSION PROCUREMENT
125 PROMENADE SUSSEX
OTTAWA, ONTARIO, CANADA, K1A 0G2

Email: internationalproposals@ international.gc.ca

Request for Proposal (RFP)

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

| Title | | | | | | |
|---|--|--|--|--|--|--|
| Cleaning services for th | e Embassy of Canada to | | | | | |
| Hungary, Slovenia and Bosnia and Herzegovina, in | | | | | | |
| Budapest | | | | | | |
| Solicitation no. | Date | | | | | |
| 22-200143 | July 11, 2022 | | | | | |
| Proposal Delivery | | | | | | |
| no later than 02:00 pm | I to be valid, it must be received EDT (Ottawa, Ontario time) on late is referred to herein as the | | | | | |
| Only electronic copies the following email addr | will be accepted and received at ress: | | | | | |
| internationalproposals@ | international.gc.ca | | | | | |
| Solicitation #: 22-20014 | 3 | | | | | |
| Development Canada | of Foreign Affairs, Trade and I to Her Majesty the Queen in | | | | | |
| right of Canada, in acconditions set out her attached hereto, the g | cordance with the terms and ein, referred to herein or oods and services listed ached sheets at the price(s) set | | | | | |
| Name and title of pers behalf of the supplier. | on authorized to sign on | | | | | |
| | | | | | | |

Date

Signature

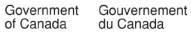


of Canada

TABLE OF CONTENTS

| 1.1 1.2 | | |
|---|---|---|
| | INTRODUCTION | |
| | SUMMARY | |
| 1.3 | CONTRACT DOCUMENT | |
| 1.4 | INTERPRETATION | |
| PART | 2 - BIDDER INSTRUCTIONS | 6 |
| | | |
| 2.1 | LANGUAGE OF BIDS | |
| 2.2 | REFERENCE CLAUSESSTANDARD INSTRUCTIONS | |
| 2.3 2.4 | SUBMISSION OF BIDS | |
| 2.5 | BIDDER'S CONFERENCE AND SITE VISIT - MANDATORY | |
| 2.6 | COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS | |
| 2.7 | APPLICABLE LAWS | |
| 2.8 | ENTIRE REQUIREMENT | |
| 2.9 | DEBRIEFINGS | |
| 2.10 | CHALLENGES | 10 |
| 2.11 | NO PROMOTION OF BIDDERS INTEREST | |
| 2.12 | LEGAL CAPACITY | 10 |
| 2.13 | INCAPACITY TO CONTRACT WITH GOVERNMENT | 10 |
| PART | 3 - BID PREPARATION INSTRUCTIONS | 12 |
| | BID PREPARATION INSTRUCTIONS | |
| 3.1 | | |
| 3.2 | TECHNICAL BID INSTRUCTIONSFINANCIAL BID INSTRUCTIONS | |
| 3.3 3.4 | FIRM PRICE | |
| 3.5 | FIRM HOURLY RATES | |
| 3.6 | CERTIFICATIONS | |
| 3.7 | INSURANCE REQUIREMENT | |
| ATT A (| CHMENT 1 TO PART 3 - CERTIFICATIONS | |
| | | |
| PART | 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 17 |
| 4.1 | EVALUATION AND SELECTION | |
| 4.2 | TECHNICAL EVALUATION | |
| 4.3 | | |
| | BASIS OF SELECTION | 17 |
| ATT A | BASIS OF SELECTION | 17 17 |
| | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA | 17 17 18 |
| | | 17 17 18 |
| | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA | 17 18 18 |
| PART | 5 - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS | 17182020 |
| PART 5.1 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA | 17182020 |
| 5.1 5.2 5.3 5.4 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS | |
| 5.1 5.2 5.3 5.4 5.5 5.6 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS. PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION. STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS. ENTIRE AGREEMENT. APPLICABLE LAWS. | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES DEFINITIONS | |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS. PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION. STANDARD CLAUSES AND CONDITIONS. GENERAL CONDITIONS. ENTIRE AGREEMENT. APPLICABLE LAWS. NUMBER AND GENDER. POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE. EXCUSABLE DELAY. SEVERABILITY. SUCCESSORS AND ASSIGNS. SURVIVAL PERFORMANCE OF THE WORK. CERTIFICATIONS. | |
| PART 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS PRIORITY OF DOCUMENTS AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT APPLICABLE LAWS NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS HEALTH AND SAFETY | |
| PART 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES | 20 25 25 26 26 26 26 27 27 27 27 27 27 27 27 27 27 27 27 27 |
| PART 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.19 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS. NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS. HEALTH AND SAFETY. PAYMENT TERMS SUSPENSION AND INFRACTION. | 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18 |
| PART 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.19 5.20 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS | 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18 |
| 5.1 5.2 5.3 5.4 5.5 5.6 5.7 5.8 5.9 5.10 5.11 5.12 5.13 5.14 5.15 5.16 5.17 5.18 5.19 | CHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA 5 - RESULTING CONTRACT CLAUSES. DEFINITIONS PRIORITY OF DOCUMENTS. AUTHORITIES AND COMMUNICATION STANDARD CLAUSES AND CONDITIONS GENERAL CONDITIONS ENTIRE AGREEMENT. APPLICABLE LAWS. NUMBER AND GENDER POWERS OF CANADA / STATE IMMUNITY. TIME OF THE ESSENCE EXCUSABLE DELAY SEVERABILITY SUCCESSORS AND ASSIGNS SURVIVAL PERFORMANCE OF THE WORK CERTIFICATIONS. HEALTH AND SAFETY. PAYMENT TERMS SUSPENSION AND INFRACTION. | 17 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18 |





Solicitation Number Numéro d'appel d'offres

22 200143 / B

Page 3 of/de 54

| ANNEX A - STATEMENT OF WORK | 31 |
|---|----|
| ANNEX B - BASIS OF PAYMENT | 47 |
| ATTACHEMENT 1 TO ANNEX B - SERVICE AUTHORIZATION FORM | 50 |
| ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL) | 51 |



Page 4 of/de 54

PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the Request for Proposal;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid:
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection; and
- Part 5 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

Attachment 1 to Part 3 includes the Certifications, Attachment 1 to Part 4 includes the Evaluation criteria.

The annexes include the Statement of Work (Annex A), Attachment 1 to Annex A – Service authorization form, The Basis of Payment (Annex B) and the Security Requirements Check List (Annex C)

1.2 SUMMARY

1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada in Budapest, Hungary of the Department of Foreign Affairs, Trade and Development (DFATD) to provide cleaning services as described in the Statement of Work (Annex A).

The Work is to be performed from the contract award date tentatively set for September 1st, 2022, for a period of 2 years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 3 additional one-year irrevocable option periods under the same terms and conditions.

- 1.2.2 There are security requirements associated with this requirement. For additional information, consult Part 5 Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the <u>Contract Security Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.
- **1.2.3** The requirement may be subject to the provisions of the:
 - Canadian Free Trade Agreement (CFTA)
 - Canada Chile Free Trade Agreement
 - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
 - Canada Columbia Free Trade Agreement
 - Canada European Union Comprehensive Economic and Trade Agreement (CETA)
 - Canada Honduras Free Trade Agreement



Page 5 of/de 54

- Canada Korea Free Trade Agreement
- Canada Panama Free Trade Agreement
- Canada Peru Free Trade Agreement
- Canada UK Trade Continuity Agreement (Canada-UK TCA)
- Canada Ukraine Free Trade Agreement
- World Trade Organization Agreement on Government Procurement (WTO-AGP)

1.3 CONTRACT DOCUMENT

Attachment 1 to Part 3 includes the Certifications, Attachment 1 to Part 4 includes the Evaluation criteria.

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

1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors;

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

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF BIDS

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

2.2 REFERENCE CLAUSES

- 2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid and accept the clauses and conditions of the resulting contract.
- This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that Bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual: https://buyandsell.gc.ca/policy-and-quidelines/standard-acquisition-clauses-and-conditions-manual to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16).

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

2.3 STANDARD INSTRUCTIONS

- 2.3.1 The 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditionsmanual/1/2003/25), are incorporated by reference into and form part of the bid solicitation.
- 2.3.2 Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "Foreign Affairs. Trade and Development Canada" or "DFATD"; all references to facsimile number of "819-997-9776" are deleted; all references to "Canada Post epost Connect service" are deleted: and the words "Contracting Authority" are to be substituted to read "Canada's Representative".
- 2.3.3 Subsection 02 (2020-05-28) Procurement Business Number

This subsection is deleted in its entirety

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

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.5 Subsection 06 (2018-05-22) Late Bids

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

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

returned to the Bidder in the case where hard copies were requested; or deleted / destroyed where soft copies were requested, unless they qualify under the provisions of the Delayed Bids clause stipulated in paragraph 2.3.6

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

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



Page 7 of/de 54

A bid received after the closing date and time, but before the contract award date may be considered, provided the delay can be proven by the Bidder to have been due solely to a delay in delivery that can be attributed to incorrect handling by Canada, after the bid has been received at the location stipulated on page one (1).

2.3.7 Subsection 08 (2019-03-04) Transmission by Facsimile or by epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by epost Connect service.

2.4 SUBMISSION OF BIDS

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

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

2.4.2 Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

Bidders should follow the specifications format instructions described below, during the preparation of their bid:

- minimum type face of 10 points;
- all material should be formatted to print on 8.5" x 11" or A4 paper;
- for clarity and comparative evaluation, the Bidder should respond using the same subject headings and numbering structure as in this RFP document.

More than one e-mail can be sent if necessary (if the same file is sent twice, the latest file received will be used for evaluation purposes and the previous one(s) will not be opened).

Canada will take no responsibility if a bid is not received on time because the e-mail was refused by a server for the following reasons:

- the size of attachments exceeds 10 MB;
- the e-mail was rejected or put in quarantine because it contains executable code (including macros);
- the e-mail was rejected or put in quarantine because it contains files that are not accepted by our server, such as, but not limited to, .rar, encrypted .zip, encrypted .pdf, .exe., etc.

Links to an online storage service (such as Google Drive™, Dropbox™, etc.) or to another website, a File Transfer Protocol (FTP) service access, or any other mean of transferring files, will not be accepted. All documents submitted must be attached to the e-mail.

It is strongly recommended that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

2.4.3 Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the



Page 8 of/de 54

Bidder of a time frame within which to provide the signature(s).

Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements.

2.4.4 It is the Bidder's responsibility to:

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

2.5 BIDDER'S CONFERENCE AND SITE VISIT - MANDATORY

Sites Visit

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at 1027 Budapest, Ganz u. 12-14, Hungary on July 21, 2022 and will begin at 10:00 am, Budapest, Hungary local time

All visitor must bear a valid COVID certificate on the date of the visit to access the grounds and property for the site visit.

Teleconference

It is mandatory that the Bidder or a representative of the Bidder attend the conference on July 21, 2022. Bidders mandatory virtual conference will be held via Webex application, and will begin at 14:00 Budapest's local time.

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

Bidders are requested to confirm their attendance with Canada's Representative no later than 2 business days before the site visit while providing the name of the participant. Bidders will be required to sign an



Page 9 of/de 54

attendance form. Bidders should confirm in their bids that they have attended the site visit and the conference.

Bidders who do not attend or send a representative to the site visit and conference will not be given an alternative appointment and their proposal will be rejected as non-compliant. Any clarifications or changes to the RFP resulting from the Bidder's site visit and/or conference will be included as an amendment to this RFP.

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

Please note, any travel and other costs associated with attending a Bidders' site visit form part of "Bid Costs" as per 2003 (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS

- 2.6.1 All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than 5 days before the bid closing date. Enquiries and suggestions received after that time may not be answered.
- 2.6.2 Bidders should reference as accurately as possible the numbered item of the RFP to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.
- 2.6.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favour a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.7 APPLICABLE LAWS

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

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

2.8 ENTIRE REQUIREMENT

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



Page **10** of/de **54**

Bidders should also not assume that their existing capabilities meet the requirements of the RFP simply because they have met previous requirements.

2.9 DEBRIEFINGS

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

2.10 CHALLENGES

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

2.11 NO PROMOTION OF BIDDERS INTEREST

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

2.12 LEGAL CAPACITY

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

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT

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

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the <u>Financial Administration Act</u>; or
- (b) section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the *Criminal Code*; or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the <u>Criminal Code</u>; or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the <u>Competition Act</u>; or
- (e) section 239 (False or deceptive statements) of the Income Tax Act; or
- (f) section 327 (False or deceptive statements) of the Excise Tax Act; or
- (g) section 3 (Bribing a foreign public official) of the Corruption of Foreign Public Officials Act; or



Solicitation Number Numéro d'appel d'offres

22 200143 / B

Page 11 of/de 54

(h) section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the <u>Controlled Drugs and Substance Act</u>; or any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



Page **12** of/de **54**

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 BID PREPARATION INSTRUCTIONS

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

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

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

Section I: to be labeled "Technical Bid";

3.2 TECHNICAL BID INSTRUCTIONS

Section I: to be labeled « Technical Bid»;

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

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

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

3.3 FINANCIAL BID INSTRUCTIONS

Section II: to be labeled "Financial Bid";

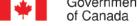
Bidders must submit their Financial Bid in accordance with Annex B – Basis of Payment. Prices must appear in Section II <u>only</u> and must not be indicated in any other section of the Bid. Failure to comply may result in the Bid being declared non-compliant and rejected from further consideration.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

3.4 FIRM PRICE

3.4.1 Bidders must quote an all-inclusive Firm Price in Forint (HUF) on the attached form Financial Bid Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any



Page **13** of/de **54**



additional Work described in the Bidder's Bid (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.

3.4.2 All payments will be made according to the terms of payment set out in the Draft Contract.

3.5 FIRM HOURLY RATES

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

3.6 CERTIFICATIONS

Section III: to be labeled "Certifications";

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

3.7 INSURANCE REQUIREMENT

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.



ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

Canada's Representative will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Canada's Representative will render the bid non-responsive or constitute a default under the Contract.

A1. CERTIFICATIONS REQUIRED WITH THE BID

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

A1.1 INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES

In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, Canada's Representative will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

A2.1 INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

A2.2 STATUS AND AVAILABILITY OF RESOURCES

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



Page **15** of/de **54**

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

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

A2.3 EDUCATION AND EXPERIENCE

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

A2.4 FORMER PUBLIC SERVANT

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

DEFINITIONS

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

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

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

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted Police Superannuation</u>



Page **16** of/de **54**

<u>Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring</u> <u>Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension</u> <u>Plan Act</u>, R.S., 1985, c. C-8.

FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION

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

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

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

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

WORK FORCE ADJUSTMENT DIRECTIVE

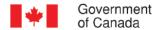
Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

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

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





PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

- **4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.

4.2 TECHNICAL EVALUATION

Mandatory criteria are included in ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

4.3 BASIS OF SELECTION

Basis of selection - Mandatory technical criteria

To be declared responsive, a bid must:

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



Page 18 of/de 54

ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 Mandatory Technical Criteria

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

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

| | MANDATORY TECHNICAL CRITERIA | | | | | | | | |
|------------|--|---|------------|-------------------------|--|--|--|--|--|
| N° | Description | Compliance | Yes /No | Reference / Comments | | | | | |
| M 1 | Bidder's Experience Bidders must have at least 24- months continuous experience within the past 3 years providing commercial office cleaning services to at least 3 organizations located in Hungary for office space greater than 500 sqm. | Bidders must provide information and contact details for three (3) cleaning contracts totalizing 24 months of experience: The following information must be provided for each organization: a) Name of client's organization b) Size of contract in square meters c) Number of employees working on the contract d) Location of the contract (complete address) e) Start and end dates of the contract f) Contact details for reference purposes | | | | | | | |
| M2 | Supervisor's Experience Bidders must propose a skilled supervisor with an experience of at least 3 years in a comparable role. | The bidder must provide the following: a) A copy of the curriculum vitae (CV) of the proposed resource, demonstrating a minimum of 3 consecutive years of experience as a team leader. | | | | | | | |



Page **19** of/de **54**

| | MANDATORY TECHNICAL CRITERIA | | | | | | | | |
|------------|--|--|------------|-------------------------|--|--|--|--|--|
| N° | Description | Compliance | Yes /No | Reference / Comments | | | | | |
| M3 | Cleaner's Experience The employees must have experience in contracts of similar size. | Bidders must provide: a) CV's of 2 main cleaners, each with a minimum of two years cleaning experience. b) CV's of 2 proposed alternate cleaners. | | | | | | | |
| M4 | Employee's background check The company must demonstrate that the proposed employees are exempt of any criminal record. | The following documents are to be provided: a) A recent (issued within the past 6 months) Hungarian Criminal Record (Erkölcsi Bizonyítvány) check for proposed main cleaners | | | | | | | |
| M 5 | Bidder's Statements The bidder must confirm that it will be the direct employer of the workforce proposes and that it will pay his employees the minimum wage as per the national law in place. | The Bidder must provide the following documents: a) Bidders must provide a written and signed statement mentioning that all cleaners for this contract are employed by the Company submitting the actual proposition. * Note that no subcontractors will be accepted. b) Bidders must provide a statement that the full time cleaner will be earning a minimum hourly wage of 1,495 HUF/hour, verifiable upon request of Embassy at any time during the term of the contract. | | | | | | | |



Page **20** of/de **54**

PART 5 - RESULTING CONTRACT CLAUSES

5.1 **DEFINITIONS**

In the Contract, unless the context otherwise requires:

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

"Bid" is an offer to provide services or supply goods as a result of a solicitation, it also means "Proposal", and the terms can be used interchangeably in this document;

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a proposal to perform a contract for goods, services or both. It does not include the parent, subsidiaries or other affiliates of the Bidder, or its subcontractors:

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

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

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time;

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada;

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

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

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract;

"Party" means Canada, the Contractor, or any other signatory to the Contract and "Parties" means all of them;

"Signature" means either signed on paper, whether the original or an electronic copy of the signed paper is sent to the Contractor; and

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.



Page 21 of/de 54

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions 2035 (2021-12-02);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) COVID-19 Vaccination Requirement Certification (Annex C);
- (f) Security Requirements Check List (Annex D);
- (g) Contractor's bid dated yyyy-mm-dd. (Inserted at Contract award)

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

5.3 **AUTHORITIES AND COMMUNICATION**

5.3.1 Canada's Representative

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

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

5.3.2 Project Authority

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

Name:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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



Page 22 of/de 54

5.3.3 Communication and Notices

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

5.3.4 Management of the Contract

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

5.3.5 Contractor's Representative

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

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

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



5.5 GENERAL CONDITIONS

2035 (2021-12-02), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

5.6 **ENTIRE AGREEMENT**

The Contract constitutes the entire and only agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, unless they are incorporated by reference in the Contract. There are no terms, covenants, representations, statements or conditions binding on the Parties other than those contained in the Contract.

5.7 **APPLICABLE LAWS**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Ontario, Canada.

5.8 **NUMBER AND GENDER**

In these Articles of Agreement, the singular includes the plural and vice versa, and words importing the masculine gender include the feminine gender and the neuter, and vice versa.

POWERS OF CANADA / STATE IMMUNITY 5.9

All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive. Notwithstanding anything in this Contract, Canada does not waive any right or immunity that it has or may have by virtue of international or domestic law.

5.10 TIME OF THE ESSENCE

Time is of the essence. The Contractor must provide in a timely manner all components of the Work.

EXCUSABLE DELAY 5.11

- **5.11.1** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:
 - is beyond the reasonable control of the Contractor;
 - could not reasonably have been foreseen;
 - could not reasonably have been prevented by means reasonably available to the Contractor;
 - occurred without the fault or neglect of the Contractor;

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

5.11.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay. However, if an Excusable Delay has continued for 30 Days or more, Canada's Representative may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that



Page **24** of/de **54**

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

| The period of the Contract is from | to | inclusive. | (inserted at |
|------------------------------------|----|----------------|--------------|
| contract award). | | | |

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 3 additional 1-year option period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.



Page **25** of/de **54**

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least 30 days before the expiry date of the Contract. The option may only be exercised by Canada's Representative, and will be evidenced for administrative purposes only, through a Contract amendment.

5.15.5 Independent Contractor

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

5.15.6 Conduct

The Contractor must:

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

5.15.7 Assigned Individuals

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

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

5.15.8 Resources

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

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



Page **26** of/de **54**

5.15.9 Replacements

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

5.15.10 Compliance with Local Law

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

5.15.11 Inspection and Acceptance

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

5.15.12 Security Requirements

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

- At missions abroad, the Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** for work to be performed in the Mission, Official Residence (OR) or Staff Quarters (SQ). The Contractor and/or all other personnel involved in the work must be properly supervised on the premises of the Mission, OR or SQ. Access to the restricted zones of the Mission may only be granted under the escort and constant supervision of a member of the Canadabased staff (CBS). Failure to obtain the Reliability Status would render the Contract null and void. The minimum security screening level required is granted by the Mission Security Officer or other CBS authorized by the Head of Mission in accordance with the procedures outlined in the Personnel Security Screening Reference Guide for Mission Managers. Missions requesting a security clearance for Contractors to perform work in restricted zones of the Mission or to access classified information/assets must consult with Security Operations and Personal Safety Division (ISR) and Corporate Security Division (ISC).
- 5.15.12.2 If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor.

 The Contractor shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract



Page **27** of/de **54**

5.15.13 Green Procurement

- 5.15.13.1 The Contractor should make every effort to ensure that all documents prepared or delivered under this contract are printed double-sided on Ecologo certified recycled paper or on paper with equivalent post-consumer recycled content, to the extent it is procurable.
- 5.15.13.2 The Contractor should make every effort to use environmentally preferred goods, services and processes, as required, to reduce any environmental impacts resulting from the performance of the Work. Environmentally preferable goods and services are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services serving the same purpose. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances.

5.16 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.17 HEALTH AND SAFETY

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

5.18 PAYMENT TERMS

5.18.1 Basis of Payment

Canada will pay the Contractor in accordance to the Basis of Payment included as Annex B. Payment under this Contract, except advance payments, will be conditional on the performance, completion and delivery of the Work, or any part of the Work to the satisfaction of Canada.

5.18.2 Limitation of price

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



Page **28** of/de **54**

5.18.3 Method of Payment - Monthly Payments

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

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

5.18.4 Audit

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

5.18.5 Invoicing Instructions

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

5.18.6 Discrepancies

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of 2035 (2021-12-02) General Conditions - Higher Complexity - Services, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.7 Termination Payments

If a termination for convenience notice is given pursuant to section 30 of 2035 (2021-12-02) General Conditions - Higher Complexity - Services, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.



Page **29** of/de **54**

5.18.8 Remittance to appropriate tax authority

The Contractor agrees to remit to the appropriate government tax authority any amount of applicable tax legally required to be remitted by the Contractor, pursuant to applicable tax laws.

5.19 SUSPENSION AND INFRACTION

5.19.1 Suspension of the Work

Canada may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so.

5.19.2 Infraction

Canada may terminate this Contract or reduce or suspend any payments under it if the Contractor fails to honour the provisions in the section titled *Governance and Ethics*.

5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

5.21 GOVERNANCE AND ETHICS

5.21.1 Conflict of Interest and Values and Ethics Codes for the Public Service

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

5.21.2 Incapacity to Contract with the Government

The Contractor certifies that no one convicted under any of the provisions under subsection (a) or (b) are to receive any benefit under the Contract. In addition, the Contractor certifies that except for those offences where a criminal pardon or a record suspension has been obtained or capacities restored by the Governor in Council, neither the Contractor nor any of the Contractor's affiliates has ever been convicted of an offence under any of the following provisions:

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her



Page **30** of/de **54**

Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or

- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or
- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7
 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

5.21.3 Anti-Terrorism

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

5.22 DISPUTE RESOLUTION

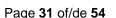
5.22.1 Discussion and Negotiation

If a dispute arises out of, or in connection with this Contract, the parties shall meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

5.22.2 Procurement Ombudsman

The parties understand that the Procurement Ombudsman appointed pursuant to Subsection 22.1(1) of the Canadian Department of Public Works and Government Services Act (S.C. 1996, c. 16) will, on request and consent of the parties to bear the cost of such process, participate in an alternative dispute resolution process to resolve any dispute between the parties respecting the interpretation or application of a term and condition of this contract. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.





ANNEX A - STATEMENT OF WORK

TITLE

Cleaning services for the Embassy of Canada to Hungary, Slovenia and Bosnia and Herzegovina, in Budapest

1 INTRODUCTION

The Embassy of Canada to Hungary, Slovenia and Bosnia and Herzegovina, in Budapest is soliciting proposals for Janitorial and Commercial Cleaning Services for the Embassy located at 1027 Budapest, Ganz u. 12-14, Hungary.

2.BACKGROUND

The Embassy of Canada in Budapest currently has a multiyear contract with a local service provider. The office where the cleaning services are required is located in a five-storey, purpose-built building.

3.OBJECTIVE

The objective of this requirement is to obtain a scalable solution that will offer the services of qualified resources to be assigned to accomplish cleaning and other manual tasks at the Mission's properties in Budapest thus maintaining cleanliness and providing decent working and living conditions for their occupants. The future contractor is to provide two full time cleaning staff, two substitutes to perform high quality, everyday cleaning services in the Chancery building of the Embassy of Canada in Budapest, and occasional cleaning at related staff quarters, if required. Works performed must comply with general hygienic protocol and special requirements related to the COVID-19 pandemic.

4.SCOPE

- The total office area to be cleaned is approximately 2,000 sqm on 5 floors, and that will be cleaned according to the present statement of work.
- The company must provide all necessary cleaning and cleaning supplies.



Page 32 of/de 54

5.TASKS/REQUIREMENTS

of Canada

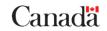
5.1 Regular services

| | | Frequency | | | | | | | | |
|---------------------------------------|--|-----------|----------|--------|---------|-----------|----------|-----------------|--------|-------------|
| Task | Comment | Daily | Biweekly | Weekly | Monthly | Bimonthly | Quaterly | Semi- annual | Annual | As required |
| Pandemic preventive/hygienic measures | As per management's instructions and prevailing protocol | | | | | | | | | |
| Main entrance | Clean | X | | | | | | | | |
| Lobby | Clean & mop | Х | | | | | | | | |
| Stairwell inspection | Sweep & mop | | | | X | | | | | |
| Ground Floor | Vacuum and furniture treatment | Х | | | | | | | | |
| 2 nd Floor | Vacuum and furniture treatment | | | Х | | | | | | |
| 3th Floor | Vacuum and furniture treatment | | | Х | | | | | | |
| 4th Floor | Vacuum and furniture treatment | | | | | | | | | Х |
| 5 th Floor | Vacuum and furniture treatment | | | Х | | | | | | X |
| Garbage cans: | Empty, change garbage bags | Х | | | | | | | | |
| Recycling bins: | Empty, take all material to the | Х | | | | | | | | |



Page 33 of/de 54

| | | | | | | Pag | e 33 of | /ue 34 | |
|---|--|---|---|---|---|-----|----------------|---------------|---|
| | designated collection point | | | | | | | | |
| Washrooms: | Sweep, wash and disinfect floors, clean toilets, sinks, counters and mirrors | Х | | | | | | | |
| Tile and laminate floors: | Vacuum, mop and dry | X | | | | | | | X |
| Carpets (one floor per day per weekly rotation) | Vacuum | Х | | | | | | | Х |
| Glass surfaces - main and back entrances, consular reception window | Clean, remove fingerprints: | Х | | | | | | | Х |
| Washrooms | Replace hand soap, toilet paper, paper towels | Х | | | | | | | Х |
| Drinking water dispenser (4 floors): replace refill jug | Dispenser refill jug weight approx. 19 kg | Х | | | | | | | Х |
| Elevators | Clean , remove fingerprints from stainless steel and glass surfaces | Х | | | | | | | х |
| Tea kitchens (3 floors) | Clean counters, microwave, garbage can and dishes (guests only) | Х | | | | | | | Х |
| Office furniture | Dust, wipe with wet Pronto solution then dry, one floor per day on a weekly rotation | | | Х | | | | | |
| Window sills, horizontal parts of wooden wall coverings: dust | Wipe with wet Pronto solution then dry, one floor per day on a weekly rotation | | | Х | Х | | | | |
| Glass surfaces | Air-lock, file cabinet glass in all offices: clean, remove fingerprints | | | Х | | | | | |
| Card access key pads | Clean | | | Х | | | | | Х |
| Plants (2 floors) | Water | | | Х | | | | | Х |
| Glass stairs and dividing walls Gr fl | Mop and wash | | | Х | | | | | Х |
| Kitchens 5th and ground floors | Clean countertops, appliances | | | Х | | | | | X |
| Refrigerators | Keep clean | | Х | | | | | | Х |
| Chairs and couches covered with upholstery | Vacuum | | Х | | | | | | |
| Computer screens, telephones and keyboards | Dust and clean | | Х | | | | | | Х |



Page **34** of/de **54**

| Electronic appliances i.e. | | | | | | 1 | |
|---|------------------------------------|---|---|---|---|---|---|
| switches, lamps and | Dust and clean | | | | | | |
| telephones | Buot and olean | | | | | | |
| Fire exit staircase (front 7 floors, side 5 floors) | Мор | х | | | | | |
| Framed pictures and framed art-work | Dust and clean | Х | | | | | |
| Garbage cans | Wash | | X | | | | |
| Roof terrace | Sweep | | Х | | | | Х |
| Glass surfaces - office door panels | Clean, remove fingerprints: | | | Х | | | |
| Wooden wall coverings | Dust | | | | Х | | |
| Windows internal incl reception | Wash | | | | Х | | Х |
| Staff quarters | One off cleaning | | | | | | Х |
| Cleaning tasks miscellaneous | | | | | | | Х |
| Sidewalk outside of building: sweep | facility management responsibility | | | | | | Х |
| Basement storage | Sweep | | | | | | Х |

5.2 AS AND WHEN REQUESTED SERVICES

Other services not included in section **5.1 - Regular Services** may be required on an "As and When Requested" basis.

These services could include, but not limited to, cleaning services of an unforeseen nature, special events or any other requirements in excess of the requirements of section **5.1 - Regular Services.** Upon notification, the Contractor will perform emergency or special event cleaning required in any building, area, or room covered under this contract The Embassy will notify the Contractor as soon as a special event requirement is known, but no less than 4 hours prior to the event. The Embassy will try and schedule events during normal contract work hours **5.3 - Schedule of operation**. For events that take place during a statutory holiday or weekend, the Embassy will schedule cleaning prior to the event during normal contract hours.

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

5.2.1 Service Authorization process

- 1. When these services are required, the Project Authority will provide the Contractor with a "Service Authorization" form, containing the following information:
 - the SA number;
 - date, start time, end time, and total hours required for each resource;
 - Special instructions (if required); and,
 - Name and signature of the project authority.



Page **35** of/de **54**

- 2. Upon receipt of such an SA, the Contractor must provide the Project Authority, within 48 hours, a confirmation of the resource assignment. These services will be paid in accordance with the terms and conditions identified in **Annex B Basis of Payment** for the "**As and When Requested Services**".
- 3. The Contractor must not commence work until an SA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a SA has been received will be done at the Contractor's own risk and expenses.
- 4. Once the work will be completed, the Contractor will immediately notify the Project Authority in order for him/her to acknowledge the completion of the work and to perform an inspection of the work.

5.3 SCHEDULE OF OPERATION

Unless specified otherwise, the normal schedule of operations is as follow:

5.3.1 Regular Hours:

From Monday to Thursday between 8:00 -12:30 and 13:00-15:30 and on Friday between 8:00-13:00 (no lunch break on Fridays).

5.3.2 Statutory holiday:

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

5.4 ADDITIONAL INSTRUCTIONS

Ensure that the Cleaning Industry Standards/Techniques and the expected Quality Standards identified in section 12 – Quality Standards and Terminology are being adhered to at all times while performing the work;

Upon discovery of any abnormalities or issues while conducting the work, report it immediately to the Project Authority to ensure appropriate actions are being taken;

With due recognition of the special nature of the Mission, take care that his assigned resources do not inconvenience the business activities of the Mission's personnel, clients and visitors.

5.5 CONTRACTORS PERSONNEL

Contractor must maintain a pool of 4 qualified **5.5.2 Professional cleaning staff Qualifications** and authorized resources at all times. Any modifications to the pool must be pre-approved by the Project Authority;

The contractor must not remove or replace a resource once it has been assigned to do the work, for any other reasons than sickness or dismissal without prior authorization from the Project Authority;

The Project Authority may request that an assigned resource stop performing the work. In such a case, the contractor must immediately comply with the request and replace the resource from the work site and also from the qualified resource pool;



Page 36 of/de 54

The resource identified by the Project Authority to be remove must not be re-integrated into the pool, or assigned to any further work;

Contractor must ensure that arrangements are made for the replacement of resources as soon as it is known that a resource has requested planned leave, is unable to report to work, or has to leave unexpectedly. The Contractor shall notify the Project Authority as soon as possible if there will be any disruptions to service;

If the Contractor fails to provide replacement in a timely manner, any cost incurred by the mission due to service disruptions, will be recovered from the Contractor, or adjusted against any amount due and payable to the Contractor.

On a month-to-month basis, assign the same resources unless specified otherwise by the Project Authority;

5.5.1 Human resources

The Contractor will provide five (5) employees in support of this requirement as follows:

5.5.1.1 One account manager

The account manager will act as the point of contact with the Embassy on all matters related to the requirement and the work undertaken.

Will also be responsible for the performance of work and have the authority to represent and act on behalf of the Contractor.

One professional account manager who must communicate verbally and understand written instructions in English and who will supervise the work of the cleaning staff

5.5.1.2 Professional Cleaning Staff

Four professional cleaning staff to be responsible for the interior and exterior cleaning at the Embassy that are qualified as per **5.5.2 Professional cleaning staff Qualifications**

Two employees must be available full time and two employees must be available for replacement when needed.

Bidders must provide a statement that the full time cleaner is earning a minimum hourly wage of 1,495 HUF/hour plus VAT, verifiable upon request of Embassy at any time during the term of the contract.

5.5.2 Professional cleaning staff Qualifications

The contractor must ensure that all employee whether permanent or temporary, meet the following minimum requirements;

- Be at least 21 years of age, and of legal working age in the jurisdiction they are employed;
- Be able to competently read, write, and communicate in Hungarian, limited English skills are sufficient;
- Meet all security vetting requirements as per Annex D;
- Have the capacity to perform tasks such as but not limited to the ones listed in 5.1 Regular services:
- Understand and have the capacity to meet the Industry Quality Standards for cleaning services;
- Have the capacity to lift safely up to 20 kg.;



Page **37** of/de **54**

5.6 WORKSITE EQUIPMENT, TOOLS, MATERIAL, AND SUPPLIES

5.6.1 Provided by the contractor

5.6.1.1 Equipment and Tools

The Contractor must supply cleaning equipment to ensure the cleanliness and sanitation of all areas. The equipment provided must be less than 2 years old, good quality and appropriate to the task and environment.

The Contractor must ensure that all equipment used to perform the work is in good condition. The Project Authority reserves the right to decide that a device is unsafe, unsuitable or defective and to remove it from service.

The contractor will be required to provide replacement equipment. All equipment must be commercial.

5.6.1.2 Materials and Supplies

The Contractor must provide the materials and supplies required to carry out the work as described within the present Statement of Work.

The Contractor must handle and store all chemicals and cleaning products in a safe and responsible manner.

The contractor must identify cleaning products (brand and product) for the cleaning of floor, furniture and glass/mirror and stainless steel surfaces in addition to disinfecting of bathrooms and kitchenettes. Material Safety Data Sheets must be provided for each identified product. Each product must conform to being Environmentally Friendly as per European Union directives.

The materials and supplies the contractor must supply and that must be included in the proposition are, but not limited to the following:

- *mandatory Lithofin MN Power Clean for the cleaning of the slate in the lobby and Canada Room. (Total surface is 150 sqm.)
- Sanitary but non-corrosive floor cleaning product
- Sanitary but non-corrosive cleaning product for kitchen appliances
- Sanitary but non-corrosive cleaning product that removes grease
- Sanitary but non-corrosive cleaning product for toilets and sinks
- Sanitary but non-corrosive cleaning product for shower stalls
- Furniture polish
- Leather cleaner
- Floor scrubber drier solution and neutral floor cleaner.
- Lint free cloths
- Sponges

5.6.2 Provided by the mission

5.6.2.1 Facilities

The mission will provide the Contractor with stock rooms, janitor's closets and designated areas for the duration of this requirement.



Page **38** of/de **54**

The Contractor's resources will have access to a dressing room.

5.6.2.2 Materials and Supplies

The materials and supplies supplied by the mission will include, but are not limited to, the following:

- Toilet paper
- Paper towels
- Hand soap
- Dish soap, dishwasher tablets
- Dettol
- Power Green
- Bleach liquid
- Harpic
- Hand sanitizer
- Mop liquid
- Insect spray
- Steel wool
- Clear garbage bags (large bags for large bins; small bags for individual garbage bins

5.7 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The contractor shall provide, at its expense, uniforms with name tag, including footwear to employees who clearly identify them as cleaners employed by the Contractor. These uniforms must be chosen to reflect Canada's excellent brand image (ie clean, tidy and in good condition) and must have the approval of the Project Authority. The Contractor must ensure that its employees are properly dressed and that their passes are clearly visible at all times.

5.8 BEHAVIOUR

The contractor must ensure that its resource(s) project a positive image. The resources' attitude, politeness, and knowledge, are essential factors to projecting this positive image.

The Contractor will be solely responsible for the conduct, behavior and discipline of the assigned resources on the work site and in the surrounding environment.

5.9 HEALTH AND SAFETY REQUIREMENTS

The Contractor must ensure compliance with all health and safety regulations and measures concerning personnel and fire protective equipment recommended by national codes or prescribed by the appropriate authorities for equipment, habits and work procedures, in Budapest, Hungary.

6. DELIVERABLES

The contractor must deliver the following:

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.



Page 39 of/de 54

Corrective actions must also be recorded and the logbook must be available for consultation by the Project Authority at any given time.

The account manager must meet when requested, with the Project Authority (or delegates) so that all parties are informed and up to date with the work to be accomplished.

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



Page **40** of/de **54**

7. CONSTRAINT

The Mission in Budapest follow a strict Government Smoking Policy as to where the performance of work requires the presence of the Contractor's personnel on government premises, the Contractor shall ensure that its personnel shall comply with the policy of the Government of Canada, which prohibits smoking on any government premises.

All ID Card entrusted to the Contractor must be fully protected at all times.

8. LANGUAGE OF WORK

Hungarian, conversational English is welcome but not necessary to perform the work.

9. SECURITY REQUIREMENTS

As per information provided under ANNEX C - SECURITY REQUIREMENT CHECK LIST (SRCL).

10. TRAVEL REQUIREMENTS

No travel requirements.

11. LOCATION OF WORK

The Embassy of Canada Chancery building, Embassy of Canada in Budapest (H-1027 Budapest, Ganz u. 12-14).

12. QUALITY STANDARDS AND TERMINOLOGY

The Cleaning Standards will be verified for compliance by the Project Authority or his representative throughout the duration of the Contract, and any deficiencies will be brought to the attention of the Contractor's point of contact. The Contractor must remedy such deficiencies within a 48-hour timeframe to the Project Authority. The Contractor's or their point of contact may be requested to be present during the inspections.

The standards described below for cleaning tasks must be strictly adhered to. All inspections made by the Project authority will be rated according to these quality standards.

The Contractor and its assigned resources must at a minimum achieve the following results:

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

 All dirt, debris, litter, spillage, stains, finger marks and any other foreign matters from horizontal and vertical surfaces must be removed.

Cleaning General

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

Clean and Disinfect

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

Cleaning with a Hose

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

Damp Mopping

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

Damp Wiping

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

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)

Dust Mopping

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

Equipment

Refers to the tools required to execute the work.



Page **42** of/de **54**

Glass and Mirror Cleaning

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

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

High traffic areas

• Includes entrance lobbies, elevator lobbies, corridors and traffic aisles in open office space.

Hot Water Extraction

- 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.
- Areas must be cleaned to walls and corners.

Low dusting

 Removing loose dirt on vertical and horizontal surfaces using a damp cloth or an electrostatic duster without exceeding 1.5 meters high.

Machine Scrubbing

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

Materials

• include, but are not limited to, toilet tissue paper, facial tissues, 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.



Page **43** of/de **54**

Polishing metal

- 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.

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.

Re-lamping

• 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 frequentlythan 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.

Scrub and Refinish

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

Scrub or scrubbing

- Removing the 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.

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.

Secured Area

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



Page **44** of/de **54**

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.

Spray Buffing

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

Spot clean

- Consists of doing a visual inspection of surroundings and cleaning obvious/major dirt/filth/spill and remove accumulated water.
- All affected areas must be clear of stains, streaks and soil.
- All over-spray from spray applicators must be wiped clean from all surfaces.

Stain removal (carpets/rugs)

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

Steam clean

- Use of 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.

Strip and Refinish

- Supplier must apply all performance standards as with "Scrub and Refinish".
- All old finish must be removed and all residual stripper chemical cleaned away.



Page **45** of/de **54**

- New finish must be applied to all portions of the floors.
- Refinish must include 2 coats of finishing material (wax, etc.).
- All areas must be clean and clear of all stains, blemishes and dirt, and have a consistent shine free of scrapes and marks once the "Strip and Refinish" is complete.

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

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

Trash Collection and Removal

- Waste baskets must be left dry and free of sludge, dirt, deposits and odours and with fresh plastic liners.
- The Contractor must also review all areas of the property on a daily basis to pick up trash that is on the ground (organic or otherwise) or left sitting on tables or outdoor seating areas.

Vacuuming

- Dust, dirt and debris on floors and surfaces must be removed using a vacuum cleaner equipped with the appropriate attachments to reach everywhere.
- All carpet surfaces must have an overall appearance of cleanliness and must be free of visible dust, dirt and grit.

Wash

- 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.

Wash Floors

- All standards outlined in "Damp Mopping" apply.
- In addition, surfaces must be rinsed free of cleaning solution after floors are washed.
- All areas must be free of dirt, stains, splashing, cleaning chemical and water accumulations as well as scuff marks.
- When floors are wet during the cleaning process, caution signs must be posted as appropriate until they are completely dry and safe to walk on.
- Ensure floors have a uniform, glossy appearance and are free of dirt, debris, dust, scuff marks, heel marks, other stains and discoloration and other foreign matter.
- All floor maintenance solutions must be removed from all cleaning areas.
- Chairs, tables, trash bins, and other moveable items must be moved to maintain the floors underneath these items.
- All moved items must be returned to their original and proper position upon completion of cleaning.
- Each type of floor must be cleaned according to the manufacturers' specifications.



Page **46** of/de **54**

Window cleaning

- All glass surfaces, including mirrors, must be cleaned free of streaks, stains, dirt, film and foreign matter and all adjacent surfaces must be wiped dry.
- No harsh or abrasive products can be used.
- The surrounding area must be protected from any damage during glass cleaning operations.

Reporting of Blockages

• Any blockages in pantries, kitchens, or washrooms must be reported immediately to the Project Authority. Both types of incidents must also be recorded into the on-site logbook.



Page **47** of/de **54**

ANNEX B - BASIS OF PAYMENT

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

1. Regular Services

Firm Monthly Rates

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

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

| Period | Firm Monthly Rates (HUF) Taxes Excluded | Number of Months | Subtotal (HUF) Taxes Excluded |
|----------------------|---|------------------------|-------------------------------------|
| Initial (Year 1) | | 12 | |
| Initial (Year 2) | | 12 | |
| Option 1 (Year 3) | | 12 | |
| Option 2 (Year 4) | | 12 | |
| Option 3 (Year 5) | | 12 | |



Page **48** of/de **54**

2. As and When Requested Services

Firm Hourly Rates

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

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

| Period | Firm Hourly Rates (HUF) Taxes Excluded | * Estimated Number of Hours per Year | Subtotal (HUF) Taxes Excluded |
|----------------------|--|--|-------------------------------------|
| Initial (Year 1) | | 24 | |
| Initial (Year 2) | | 24 | |
| Option 1 (Year 3) | | 24 | |
| Option 2 (Year 4) | | 24 | |
| Option 3 (Year 5) | | 24 | |

^{*}Estimated numbers of hours are used for evaluation purposes and is no guarantee of volume.



Page **49** of/de **54**

3. PRICING SUMMARY

| Period | Subtotal Section 1 + 2 (HUF) Taxes Excluded |
|----------|--|
| Initial | |
| (Year 1) | |
| Initial | |
| (Year 2) | |
| Option 1 | |
| (Year 3) | |
| Option 2 | |
| (Year 4) | |
| Option 3 | |
| (Year 5) | |
| Subtotal | |

| TAVES (If applicable) | % | Amount |
|-----------------------|---|--------|
| TAXES (If applicable) | | |
| TOTAL | | |



Page **50** of/de **54**

ATTACHEMENT 1 TO ANNEX B - SERVICE AUTHORIZATION FORM

| | | SERVICE AU | THORIZ | ATION F | ORM | | |
|--------------|--|----------------------|-------------------|------------------|---------------------|---------------|---|
| _ | Name and Addres rted at contract awa | | Contra | ct Numbe | r: | (To be award) | inserted at contract |
| | | | Service (SA) N | e Authoriz o. | ation | | |
| 1. Identific | cation of resource | requirement: (To | be con | npleted by | the Projec | t Authori | ty) |
| Resource | Professional Qualified Resource | Date (MM/DD/YY) | | t time 4:00) | End ti (24:0 | | Total Hours Required |
| #1 | | | | | | | |
| #2 | | | | | | | |
| #3 | | | | | | | |
| #4 | | | | | | | |
| Special Ins | tructions (i.e. Loca | ation of the work, t | transpor | tation requ | uired, etc.) | | |
| | | | | | | | |
| The Contract | ot commence until a ctor acknowledges tor's own risk and e | that any work perf | | | | | ions of the contract. ed will be done at |
| 2. Project | Authority's Appro | oval Signature | | | | | |
| Name of the | e Project Authority | | | | | | |
| Signature | | | | | | | |
| Date (MM/D | DD/YY) | | | | | | |
| | ctor's signature | | | | | | |
| Name of the | authority | | | | | | |
| Signature | | | | | | | |
| Date (JJ/MN | M/AA) | | | | | | |



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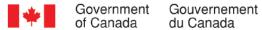
Contract Number / Numéro du contrat

Page 51 of/de 54

ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

| | | | Security Classification / Classification RS | i de sécurité | |
|--|---|--|--|----------------------|------------|
| | | | | | |
| LISTE DE | SECURITY REC | UIREMENTS CHECK | (LIST (SRCL) /ES À LA SÉCURITÉ (LVERS) | | |
| PART A - CONTRACT INFORMATION / P | ARTIE A - INFORMATION | CONTRACTUELLE | ES A LA SECURITE (LVERS) | | |
| Originating Government Department or C | Organization / | | 2. Branch or Directorate / Direction g | énérale ou Direction | _ |
| Ministère ou organisme gouvernemental | 0000 | | BPEST | | |
| a) Subcontract Number / Numéro du con | trat de sous-traitance | 3. b) Name and Addr | ess of Subcontractor / Nom et adresse | du sous-traitant | |
| Brief Description of Work / Brève descrip BUILDING CLEANING SERVICES - CHANCE | | | | | |
| | | | | | |
| a) Will the supplier require access to Cor Le fournisseur aura-t-il acces à des m | | | | W. 1877 | Yes Oui |
| 5 b) Will the supplier require access to und Regulations? Le fournisseur aura-t-il accès à des do sur le contrôle des données technique | nnées techniques militaire | | sions of the Technical Data Control t assujetties aux dispositions du Réglen | V Non □ | Yes Oui |
| 6. Indicate the type of access required / Inc | | iis | | | |
| a) Will the supplier and its employees red Le fournisseur ainsi que les employés (Specify the level of access using the of (Préciser le niveau d'accès en utilisant) | auront-ils accès à des rer thart in Question 7. c) | seignements ou à des bi | | | Yes Oui |
| 6. b) Will the supplier and its employees (e. PROTECTED and/or CLASSIFIED inf Le fournisseur et ses employés (p. ex. à des renseignements ou à des biens. | g. cleaners, maintenance ormation or assets is perm nettoyeurs, personnel d'e PROTÉGÉS et/ou CLASS | personnel) require acces litted. intretien) auront-ils accès II FIÉS n'est pas autoris é. | à des zones d'accès restreintes ? L'acc | V Non (| Yes Oui |
| c) Is this a commercial courier or delivery S'agit-il d'un contrat de messagerie ou | | | it? | | Yes Oui |
| 7. a) Indicate the type of information that the | supplier will be required | to access / Indiquer le typ | pe d'information auquel le fournisseur de | avra avoir accès | |
| Canada | N/ | ATO/OTAN | Foreign / Étran | ger | |
| 7. b) Release restrictions / Restrictions rela | lives à la diffusion | | | | _ |
| No release restrictions | All NATO cour | ntries — | No release restrictions | | |
| Aucune restriction relative à la diffusion | Tous les pays | de l'OTAN | Aucune restriction relative à la diffusion | /e | |
| Not releasable | | | | | |
| À ne pas diffuser | | | 1 | | |
| Restricted to: / Limité à : | Restricted to: | Limité à : | Restricted to: / Limité à : | | |
| Specify country(les): / Préciser le(s) pays | Specify countr | y(ies): / Préciser le(s) pay | s : Specify country(ies): / Pr | réciser le(s) pays : | |
| | | | | | |
| c) Level of information / Niveau d'informa | | | | | |
| PROTECTED A | NATO UNCLA | 717020774 | PROTECTED A | | |
| PROTÉGÉ A 🔲 | NATO NON C | | PROTÉGÉ A | | |
| PROTECTED B | NATO RESTR | | PROTECTED B | | |
| PROTÉGÉ B | CONTRACTOR OF THE PROPERTY OF | SION RESTREINTE | □ PROTÉGÉ B | | |
| PROTECTED C | NATO CONFIL | DENTIAL | PROTECTED C | | |
| PROTEGÉ C | NATO CONFIL | DENTIEL | PROTÉGÉ C | | |
| CONFIDENTIAL | NATO SECRE | т | CONFIDENTIAL | | |
| CONFIDENTIEL | NATO SECRE | 0.00 | CONFIDENTIEL | 0 3 | |
| SECRET | COSMIC TOP | | SECRET | | |
| SECRET | COSMIC TRÈ | Personal Control of Co | SECRET | | |
| | COSMIC TRE | JULIUNE I | The state of the s | = | |
| TOP SECRET | - 1 | | TOP SECRET | | |
| TRÉS SECRET | | | TRES SECRET | - | |
| TOP SECRET (SIGINT) | | | TOP SECRET (SIGINT) | | |
| TRES SECRET (SIGINT) | | | TRES SECRET (SIGINT |) [| _ |
| TBS/SCT 350-103(2004/12) | Security Class | sification / Classification d RS | le sécurité | Canad | 벍 |
| | | | | Canada | ш |





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Solicitation Number Numéro d'appel d'offres

22 200143 / B

Page **52** of/de **54**



| Contract Number / Numéro du contrat | |
|--|--|
| Security Classification / Classification de sécurité | |
| RS | |

| PART A (con | tinued) / PARTIE A (suite) | TED and/or CLASSIFIED COMSEC information or assets? | No Yes |
|---|--|---|--|
| a. Will the sup | prier require access to PROTEG eur aura-t-il accès à des renseion | rements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS? | ✓ Non Oui |
| If Yes, indic | ate the level of sensitivity: | | |
| | mative, indiquer le niveau de sens | | |
| | | sensitive INFOSEC information or assets? | No Yes |
| Le fournisse | eur aura-t-il acces a des renseign | nements ou à des biens INFOSEC de nature extrêmement délicate? | Out |
| Short Title(s | s) of material / Titre(s) abrégé(s) | du matériel : | |
| | Number / Numéro du document : | | |
| | | E B - PERSONNEL (FOURNISSEUR) | TO SEE WHEN THE PARTY OF |
| 10. a) Person r | nel security screening level requir | red / Niveau de contrôle de la sécurité du personnel requis | |
| | RELIABILITY STATUS | CONFIDENTIAL SECRET TOP SECR | ET |
| ✓ | COTE DE FIABILITÉ | CONFIDENTIEL SECRET TRÈS SEC | RET |
| | TOP SECRET- SIGINT | ☐ NATO CONFIDENTIAL ☐ NATO SECRET ☐ COSMIC T | OP SECRET |
| | TRES SECRET - SIGINT | | RÉS SECRET |
| | SITE ACCESS | | |
| | ACCÈS AUX EMPLACEMENT | 'S | |
| | | | |
| | Special comments: | | |
| | Commentaires spéciaux : | | |
| | | | |
| | | ening are identified, a Security Classification Guide must be provided. | e const |
| 10 10 11 | REMARQUE : Si plusieurs nivi screened personnel be used for i | eaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être | No Yes |
| | | re peut-il se voir confier des parties du travail? | Non Oui |
| | will unscreened person nel be esc | 장 (15) 15 전 (15 | □ No □Yes |
| | affirmative, le personnel en quest | | Non Oui |
| 127887070 | | | |
| | | TIE C - MESURES DE PROTECTION (FOURNISSEUR) | Company of the Party of the Par |
| INFORMATI | ION / ASSETS / RENSEIGNE | EMENTS / BIENS | |
| | | | — — |
| | | and store PROTECTED and/or CLASSIFIED information or assets on its site or | ✓ No Yes |
| premise | | et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou | L Non L Ou |
| CLASS | | et dettreposer sur place des renseignements ou des biens PRO redes evou | |
| 00.00 | | | |
| 11. b) Will the | supplier be required to safeguar | d COMSEC information or assets? | ✓ No Yes |
| Le four | nisseur sera-t-il tenu de protéger | des renseignements ou des biens COMSEC? | NonOui |
| DROBLICTI | ON | | |
| PRODUCTI | ON | | |
| | | | VIII - 11 (1220) |
| | | epair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment | No Tyes |
| | t the supplier's site or premises? | elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÈGÉ | ▼ Non Oui |
| | LASSIFIÉ? | eres a la production (labrication euco reparation ereo modification) de malerier P.N.O. E.G.C. | |
| | | | |
| INFORMATI | ON TECHNOLOGY (IT) MEDIA | / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI) | |
| | * 2000 (VIII) | | |
| 11 4) 15 (0 100 | emplies be secured to use its IT o | systems to electronically process, produce or store PROTECTED and/or CLASSIFIED | No Yes |
| | supplier be required to use its 11 s ation or data? | ystems to decironically process, produce or stole PNOTEGTED allow GEASSIFIED | Non Oui |
| 0.0000000000000000000000000000000000000 | | propres systèmes informatiques pour traiter, produire ou stocker électroniquement des | |
| | nements ou des données PROTÉ | | |
| | | | |
| 11. e) Will the | re be an electronic link between th | e supplier's IT systems and the government department or agency? | ✓ No Yes |
| | | re le système informatique du foumisseur et celui du ministère ou de l'agence | Non L Oui |
| gouven | nementale? | | |
| | | | |
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| | | | Cariada |



Gouvernement du Canada

Solicitation Number Numéro d'appel d'offres

22 200143 / B

Page 53 of/de 54

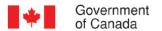
| * | Government of Canada | Gouvernement du Canada | Contract Number / Numéro du contrat | |
|---|-------------------------|---------------------------|--|--|
| | | | Security Classification / Classification de sécurité | |
| | | | RS | |

| SIFIED SSIFIÉ | | | | | | | | | | | |
|-------------------|---------------|-------------------------------|------------------------------|---------------------------------|---|---|--|--|---|--|--|
| PROTÉGÉ CLASSIFIÉ | | | NATO | | | COMSEC | | | | | |
| | Top Secret | NATO RESTRICTED | NATO CONFIDENTIAL | NATO SCORET | COSMIC: TOP | | OTE CTO HOTE GO | | CONFIDENTIAL | SECRET | TOP SECRET |
| | | NATO DIFFUSION BESTREAM | NATO CONFIDENTIEL | 25000 | COSNIC: TRES | | в | c | CONFIDENTIAL | - | TRES SECRE |
| | | | | | 50.575.7 | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | TRES SECRET | TRES NATO OFFUSION RESTREMTE | THES NATO OFFUSION CONFIDENTED. | TRES NATO NATO SECRET DIFFUSION CONFIDENTIAL | TRES NATO NATO CONFIDENTEL SECRET COSNICI TRES SECRET | TROS NATO NATO COMPENSATO COMPENSATO TROS SECRET A TROS SECRET | TRES NATO NATO CONFIDENTEL SECRET CODING A B TRES SECRET | TRES NATO NATO SECRET COSVIC COSVIC TRES SECRET | TROS NATO NATO COMPONITO. SECRET OSMIC TACS SECRET COMPONITO. C | TROS NATO NATO COMPONITO. SECRET DIFFUSION RESTREME |

attachments (e.g. SECRET with Attachments).

Dans l'affirmative, classifier le présent formulaire en indiquant le niveau de sécurité dans la case intitulée
« Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec
des pièces jointes).

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Gouvernement du Canada

Solicitation Number Numéro d'appel d'offres

22 200143 / B

Page **54** of/de **54**



Gouvernement du Canada

| Contract Number / Numéro du contrat | |
|--|---|
| Security Classification / Classification de sécurité RS | _ |

| PART D - AUTHORIZATION / PAR | | | | | |
|---|---|---|--|--------------------|---------------------|
| 13. Organization Project Authority / 0 | | 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | 1 60000 | 1/1/1/ |
| Name (print) - Nom (en lettres moulées) | | Title - Titre Signs | | Signature | 1// /// |
| YOHAN RODERICKS | | MCO/MSO | | | (NI) |
| Telephone No N° de téléphone 393-3300 | Facsimile No Nº de | télécopi eur | élécopi eur E-mail address - Adresse cour yohan rodericks@international | | 2021 - 07 - 29 |
| 14. Organization Security Authority / | Responsable de la séc | curité de l'organ | nisme | | 1 . 1 |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | | Signature | 1/1/// |
| YOHAN RODERICKS | | MCO/MSO | | | INI |
| Telephone No Nº de téléphone 393-3300 | Facsimile No Nº de télécopieur | | E-mail address - Adresse courriell yohan rodericks@international.gc.a | | Date 2021 - 07 - 29 |
| Are there additional instructions Des instructions supplémentaires | (e.g. Security Guide, Se s (p. ex. Guide de sécu | ecurity Classifi irité, Guide de | cation Guide) attac hed? classification de la sécurité) so | ont-ell es jointes | ? No Yes Oui |
| 16. Procurement Officer / Agent d'ap | provisionnement | Jul - 3 8 2 - 3 8 | | 2000000 | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | | Signature | |
| Telephone No N° de téléphone Facsimile No N° de | | télécopieur E-mail address - Adresse co | | courriel | Date |
| 17. Contracting Security Authority / / | Autorité contractante er | n matière de sé | ecurité | | |
| Name (print) - Nom (en lettres moulées) | | Title - Titre | | Signature | |
| relephone No N° de téléphone Facsimile No N° de télécopieur | | E-mail address - Adresse courriel | | Date | |

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