



CONTRACTING AUTHORITY
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Request for Proposals (RFP)

Performance of the Work
described in the Statement of
Work of the draft contract.

TITLE Landscaping and Grounds Maintenance Services – Canadian Embassy – Riyadh – Saudi Arabia	
SOLICITATION NUMBER 17-129386	DATE September 21, 2017
<p>PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 14:00 on October 31, 2017 (as per Ottawa, Ontario Canada (EST)) referred as the "Closing Date".</p> <p>Only electronic copies will be accepted. Proposals must be received at the following e-mail address:</p> <p>internationalproposals@international.gc.ca Solicitation #: 17-129386</p> <p>Bidders should ensure that their name, address, Closing Date, and solicitation number is clearly marked in the e-mail subject / title.</p>	
VENDOR NAME & ADDRESS	
<p>Offer to: Global Affairs Canada We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services and construction listed herein and on any attached sheets at the price(s) set out therefor.</p> <p>Name and title of person authorized to sign on behalf of the supplier.</p> <p>_____</p> <p>Signature Date</p>	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five (5) parts plus an attachment 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 bid solicitation;
- 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.

The Annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Certifications (Annex C), and Technical Evaluation Criteria (Annex D)

1.2 SUMMARY

The purpose of this RFP is to select a supplier to enter into a contract with the Canadian Embassy Riyadh, Saudi Arabia to provide landscaping and grounds maintenance services

The Work is to be performed from the contract award date (tentatively set for September ,2017 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 three (3) additional one (1) year irrevocable option periods under the same terms and conditions.

There is a mandatory Bidder's conference and site visit associated with this requirement.

1.3 CONTRACT DOCUMENTS

The Draft Contract and the Statement of Work which the selected Bidder will be expected to execute is included with this Request for Proposal (RFP) at Part 5, and Annex A, respectively.

1.4 BIDDERS CONFERENCE AND SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the conference. The conference will be held at ALRADA EF ST, SAFARAT, RIYADH 11693, SAUDI ARABIA on October 10,2017 and will begin at : (time will be confirmed when you register).

Bidders are requested to confirm their attendance with the Project Authority (see section 5.3.2) no later than five (5) working days before the conference and provide the names of the 2 (two) (maximum) representatives who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

Bidders who do not attend or send a representative 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 conference will be included as an amendment to this RFP.



Please note, any travel and other costs associated with attending a bidders' conference form part of "Bid Costs" as per *2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.



PART 2 - BIDDER INSTRUCTIONS

2.1 LANGUAGE OF PROPOSAL

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

2.2 REFERENCE CLAUSES

2.2.1 Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

2.2.2 This procurement document contains references to specific standard instructions, general conditions and clauses found in the SACC Manual which will apply to this particular requirement. Reference clauses are those clauses and conditions that bidders and suppliers must refer to in the government Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) to obtain the full text. Clause references will include the clause ID number, its effective date and its title (e.g. ID B1204C (2011-05-16)).

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

2.3 STANDARD INSTRUCTIONS

2.3.1 ID 2003 2016-04-04 *Standard Instructions - Goods or Services - Competitive Requirements* of the **SACC Manual** by reference into and form part of the bid solicitation. The Standard Instructions are available at the following website:

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/21>

2.3.2 Except in the case of the Consent *to a Criminal Record Verification form – PWGSC-TPSGC 229*, 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..

2.3.3 Subsection 05 (2014-09-25) Submission of Bids, paragraph 4 is amended as follows:
Delete: sixty (60)
Insert: ninety (90)

2.3.4 Subsection 06 (2007-05-25) 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 Proposals clause stipulated in paragraph

2.3.5 Subsection 07 (2012-03-02) Delayed Proposals

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

A proposal (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 proposal (bid) has been received at the location stipulated on page one (1).

2.3.6 Subsection 08 (2012-03-02) Transmission by Facsimile

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.

2.4 SUBMISSION OF PROPOSALS

2.4.1 In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process **Policy on Green Procurement** (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

2.4.2 Proposals must be received by the Canadian Embassy at the address identified, by the date and time on page 1 of the solicitation.

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 proposal 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 the Contracting Authority that their complete proposal 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 solicitation also be identified.

2.4.3 Canada requires that each proposal, at closing date and time or upon request from the Contracting Authority, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, the Contracting Authority may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a proposal is submitted by a joint venture, it



must be in accordance with section 17 Joint Venture, of 2003 (2016-04-04) *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 proposal;
- b. prepare its proposal in accordance with the instructions contained in the RFP;
- c. submit by closing date and time a complete proposal;
- d. send its bid only to the address specified on page 1 of the bid solicitation;
- e. ensure that the Bidder's name, return address, and the RFP number are clearly visible on the envelope or the attachment(s) containing the proposal; and,
- f. provide a comprehensible and sufficiently detailed proposal, 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 and will not be returned, including those of unsuccessful Bidders. 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 proposal cannot be assigned or transferred in whole or in part.

2.5 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS

2.5.1 All enquiries and suggested improvements must be submitted in writing only to the Contracting Authority, 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.

2.5.2 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.

2.5.3 Should any Bidder consider that the specifications or Statement of Work contained in this RFP and Draft Contract can be improved technically or technologically, the Bidder is invited to make suggestions in writing. The Bidder must clearly outline the suggested improvements as well as the reason for the suggestion. Suggestions which do not restrict the level of competition nor favor a particular Bidder will be given consideration. Canada reserves the right to accept or reject any or all suggestions.

2.6 ENTIRE REQUIREMENT

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



2.7 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.

2.8 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/>.

2.9 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.

2.10 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 the Contracting Authority, 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

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

Section I: [Technical Proposal one (1) soft copy by email submission)

Section II: Financial Proposal_one (1) soft copy by email submission

Section III: Certifications_one (1) soft copy by email submission)

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.

3.2 TECHNICAL PROPOSAL INSTRUCTIONS

Section I: Technical Proposal

The Bidder must provide the necessary documentation to support compliance with this requirement.

- a. The Bidder is advised that only listing experience without providing any supporting data to describe where and how such experience was obtained will not constitute “demonstrated” for the purpose of the evaluation;
- b. The Bidder must clearly demonstrate in the proposal how the experience was gained or knowledge was attained, supported by resumes and any necessary supporting documentation;
- c. The Bidder must provide complete details as to where, when and how (through which activities/responsibilities) the stated qualifications/experience were obtained. In order to demonstrate when experience was obtained, the bidder must indicate the duration of such experience, specifying the start and end dates (month and year at a minimum). In the case where the timelines of two or more projects or experience overlap, the duration of time common to each project/experience will not normally be counted more than once; and
- d. It is recommended that the Bidder include a grid in their proposals, cross-referring statements of compliance with the supporting data and resume evidence contained in their proposals. Note: the compliance grid, by and of itself DOES NOT constitute demonstrated evidence. As stated in bullet “b” above, the resumes and supporting documentation will be accepted as evidence.

Bidders should provide the required references in the Technical Proposal of their bid to be awarded a contract. Canada may declare a bid non-responsive if the required references are not submitted as requested.

Compliance with the references bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the references before award of a contract. The bid will be declared non-responsive if any reference made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.



For Mandatory Technical Criteria [and Point-Rated Technical Criteria] which require Project Summaries, the Bidder and its proposed resource(s) must demonstrate using project descriptions such as but not limited to:

- Name and description of client organization;
- Name, phone number, e-mail address of client reference;
- Scope, objective, size in dollars and resources, project timeframe (from-to dates month/year);
- Overview of quality assurance and quality control process performed by the Bidder;
- Outcomes of the project;
- Description of the Consultant roles and responsibilities in the project.

3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: Financial Proposal

Bidders must submit their Financial Proposal in accordance with Annex B Basis of Payment and include this to Section II of their proposal.

Prices must appear in Section II **only** and must not be indicated in any other section of the proposal. Failure to comply will result in the proposal being declared non-compliant and rejected from further consideration.

Pricing Revision(s)

Canada will allow an increase to the firm prices and/or rates of the contract no greater than the increase to the *Consumer Price Index* published by Statistics Canada for Saudi Arabia for the previous calendar year, during the extended/option period(s) of the contract only, and subject to a written contract amendment approved by the Contracting Authority. If the rate of change of the Consumer Price Index is negative, the prices and/or rates will not be adjusted.

Estimates provided in Annex B are strictly for evaluation purposes and are not a guarantee under the contract.

- 3.3.1 **Bidders must quote an all-inclusive Firm Price in Saudi Riyal (SAR) on the attached form Financial Proposal Form. The Firm Price must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, all costs resulting from the performance of any additional Work described in the Bidder's Proposal (unless clearly described as an option), all travel, living costs and all overhead costs including disbursements.**

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

3.4 TAXES

- 3.4.1 The Financial Proposal is to include any input taxes payable by the Bidder, and is to also include output taxes. The Bidder may provide details concerning the applicability, amount and administration of the payment of taxes and duties payable in respect of the Work.
- 3.4.2 Canada will pay the Bidder's output taxes as required by local tax legislation but will not be responsible for the payment of the input taxes payable by the Bidder to any third party (including Subcontractors).



3.5 CERTIFICATIONS

Section III: to be labeled “**Certifications**”; 1 Soft copy; Bidders must submit the certifications required under Annex “C”.

Bidders must provide the certifications and additional information described in Annex D Certifications Precedent to Contract Award 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.

The Contracting Authority 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 Contracting Authority will render the bid non-responsive or constitute a default under the Contract.



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, management and financial evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.
- 4.1.3 If the Bidder is deemed to be non-responsive / non-compliant *at any time during the below two (2) stages of evaluation, the technical stage or the financial stage*, the bid will be set aside and given no further consideration.

4.2 TECHNICAL EVALUATION

Mandatory and point rated technical evaluation criteria are included in Annex D- Technical Evaluation Criteria.

4.3 FINANCIAL EVALUATION

4.3.1 Mandatory Financial Criteria

The price of the bid will be evaluated in Saudi Arabian Riyal (SAR), Applicable Taxes excluded, FOB destination, customs duties and excise taxes included.

4.4 BASIS OF SELECTION

4.4.1 Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), "Basis of Selection – Mandatory Technical Criteria"

SACC Manual Clause [A0034T](#), Basis of Selection – Minimum Point Rating

SACC Manual Clause [A0069T](#), Basis of Selection – Lowest Evaluated Price



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" 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;

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

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

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

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

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

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

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

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

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

5.2 PRIORITY OF DOCUMENTS.

The Parties agree to be bound by the following documents:

1. Articles of Agreement;
2. General Conditions 2035 (2016-04-04);
3. Statement of Work (Annex A);
4. Basis of Payment (Annex B);
5. the Contractor's bid (*To be completed 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 Contracting Authority

The Contracting Authority for this Contract is:

Name: Donna Roman
Title: Contract Advisor
Global Affairs Canada
Directorate: AAO
Address: 125 Sussex Drive, Ottawa Ontario K1A 0G2, Canada
E-mail address: Donna.Roman@international.gc.ca

The Contracting Authority is responsible for the management of the Contract, and any changes to the Contract must be authorized in writing by the Contracting Authority. 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 the Contracting Authority

5.3.2 Project Authority.

The Project Authority for this Contract is:

Name: Yasir Mohamed
Title: Manager, Financial and Physical resources
Global Affairs Canada
Directorate: Embassy of Canada, Riyadh, Saudi Arabia
Address: rue Alraddaef, Sarafat, Riyadh, 11693, Saudi Arabia
Telephone:
E-mail address: mohamed.yasir@international.gc.ca

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 the Contracting Authority

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 the Contracting Authority.

5.3.4 Management of the Contract.

Subject to the other provisions of this Article, the Contracting Authority 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 the Contracting Authority. 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 the Contracting Authority. 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 the Contracting Authority.

5.3.5 Contractor's Representative.

The Contractor's Representative is: to be entered upon 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 the Contracting Authority to that effect.

5.3.6 Amendment.

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

5.3.7 Assignment.

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

5.4 STANDARD CLAUSES AND CONDITIONS.

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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 (2016-04-04), *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.

5.6 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.

5.7 NUMBER AND GENDER.

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

5.8 POWERS OF CANADA / STATE IMMUNITY.

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

5.9 TIME OF THE ESSENCE.

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



5.10 EXCUSABLE DELAY.

5.10.1 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; and,
- occurred without the fault or neglect of the Contractor

will be considered an "Excusable Delay" if the Contractor advises the Project Authority 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 the Project Authority, within fifteen (15) working days, of all the circumstances relating to the delay and provide to the Project Authority 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.

5.10.2 Any delivery date or other date that is directly affected by an Excusable Delay will be postponed for a reasonable time that will not exceed the duration of the Excusable Delay.

5.10.3 However, if an Excusable Delay has continued for 30 Days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

5.11 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.

5.12 SUCCESSORS AND ASSIGNS.

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

5.13 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.

5.14 PERFORMANCE OF THE WORK

5.14.1 Description of Work.

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



5.14.2 Period of the Contract.

The period of the Contract is to be entered upon contract award.

5.14.3 Option to Extend the Contract.

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year 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.

5.14.4 Exercise of Option to Extend.

Canada may exercise this option at any time by sending a written notice to the Contractor at least 5 Days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a Contract amendment.

5.14.5 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.

5.14.6 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.

5.14.7 Time.

For the purposes of this Contract, a full day of Work is any period of seven and one half (7.5) hours within any twenty-four (24) hour period.

If the Contractor is engaged in the performance of the Work for any period that exceeds or is less than a full day, the Contractor will be paid a pro-rata portion of the firm daily rate that corresponds to the number of hours during which the Contractor was so engaged.

Overtime – Fixed Time Rate

The Contractor must not perform any overtime under the Contract unless authorized in advance and in writing by the Project Authority. Any request for payment must be accompanied by a copy of the overtime authorization and a report containing the details of the overtime performed pursuant to the written authorization.

5.14.8 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 the Project Authority, 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.

5.14.9 Resources.

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

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

5.14.10 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 5.14.8. 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.

5.14.11 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 Riyadh, Saudi Arabia.

5.14.12 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 Security Requirements

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

The Company Security Officer (CSO) must ensure through the Industrial Security Program (ISP) that the Contractor and individual(s) hold a valid security clearance at the required level.

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

This document does NOT contain **CLASSIFIED** information; however all or part of the Work involves possible access to **CLASSIFIED and/or PROTECTED** information/materiel.

- 5.15.4 The Contractor shall NOT remove, without the express written approval of the Project/Technical Authority, any **CLASSIFIED and/or PROTECTED** information from the



work site, and shall ensure that the Contractor's personnel are made aware of and comply with this restriction.

5.16 GREEN PROCUREMENT

- 5.16.1 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.
- 5.16.2 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.

5.17 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.

5.18 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 Expenditure.

- 5.18.2.1 Canada's total liability to the Contractor under the Contract must not exceed (To be completed upon Contract award). Customs duties are excluded and Applicable Taxes are extra.
- 5.18.2.2 No increase in the total liability of Canada, in the Contractor's hourly rates or in the price of the Work resulting from any changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these changes, modifications or interpretations have been approved, in writing, by Canada's Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of Canada's Contracting Authority. The Contractor must notify Canada's Contracting Authority in writing as to the adequacy of this sum:
- when it is 75 percent committed, or
 - two (2) months before the end of the Period of the Contract, or
 - as soon as the Contractor considers that the Contract funds provided by Canada are inadequate for the completion of the Work, whichever comes first.



- 5.18.2.3 If the notification is for inadequate contract funds, the Contractor must provide to Canada's Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

5.18.3 Method of Payment – Monthly Invoice

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.

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

5.18.4 Invoicing Instruction.

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.

- 5.18.4.1 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.

5.18.5 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 (2016-04-04) *General Conditions - Higher Complexity – Services*, to apply for the sole purpose of calculating interest on overdue accounts.

5.18.6 Termination Payments.

If a termination for convenience notice is given pursuant to section 30 of 2035 (2016-04-04) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been



paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.7 Remittance to appropriate tax authority.

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

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5.19 SUSPENSION AND INFRACTION.

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 Article 5.21.

5.20 INSURANCE REQUIREMENTS.

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

5.21.2 Anti-Terrorism.

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



1267 Committee. Furthermore, the Contractor acknowledges that it will not knowingly directly or indirectly collect, provide or make available funds or property intending that they be used, or knowing that they will be used, to carry out or facilitate terrorist activities, or knowing that the funds or property will be used or will benefit a terrorist entity as identified in the List of Entities.

5.22 DISPUTE RESOLUTION.

5.22.1 Discussion and Negotiation.

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

5.23 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.



ANNEX A – Statement of Work FOR LANDSCAPING AND GROUNDS MAINTENANCE SERVICES EMBASSY OF CANADA – RIYADH, SAUDI ARABIA

1.0 BACKGROUND

The Canadian Embassy, located in the Diplomatic Quarter, Riyadh, Saudi Arabia is a property of approximately 6300 square meters.

2.0 Objective of the Work

To provide professional landscaping and grounds maintenance services at the Canadian Embassy Riyadh, Saudi Arabia.

3.0 Scope of the Work

The Contractor will be required to provide a range of grounds maintenance and exterior landscaping services at the Embassy of Canada, Diplomatic Quarter, Riyadh, Saudi Arabia, as detailed herein. The Contractor will provide for all supplies including tools, equipment, materials, and uniforms. The fixed and periodical Works specified in this Statement of Work must be carried out in accordance with this SOW and to the satisfaction of the Embassy of Canada Riyadh.

In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the Embassy, must take care and not inconvenience the business activities of Embassy personnel, clients and visitors.

4.0 Tasks & Technical Specifications:

4.1 Fixed Services

The Contractor must perform all the following tasks:

The contractor shall ensure that suitably trained staff is available from Sunday to Thursday (i.e, 5 days a week, with Saturday being half day and Friday off from 06:00 AM to 13:00 based on a 48 work hour week with an hour meal/rest break interval.

The Contractor must ensure that one of the assigned staff maintains valid first aid certification and that first aid kits are available at all times to render first aid to his staff as required.

The Contractor must deliver landscaping and grounds maintenance services on the Embassy grounds, ensuring that at all times the gardens are well maintained with an even cut appearance, squared off lawns and weed-free cultivated flowerbeds.

The Contractor must ensure daily maintenance of the complete exterior grounds as described herein.



4.1. Overall landscaping and grounds maintenance duties:

- (a) Fertilizing;
- (b) Weeding;
- (c) Trimming and pruning;
- (d) Lawn Maintenance;
- (e) Garden beds;
- (f) Irrigation systems;
- (e) Sweep all paved and concrete areas;
- (f) Trees;
- (g) Driveways, paths and drains;
- (i) Removal of all rubbish and place in designated area;
- (j) Clean the garbage room at staff quarters using water and a brush.

a. Fertilizing:

- I. Apply as required/requested;
- II. The Contractor must store and handle all chemicals, manure and fertilizer products (products to be provided by Embassy) in a safe and responsible manner.
- III. High potash feed around the bases of flowering shrubs and plants;
- IV. Nitrogen rich liquid feed to the lawn to green it up and encourage rapid growth;
- V. Lawn fertilizer with a relatively high phosphate and potassium level to encourage the strong roots;
- VI. Fertilized areas must be watered following application.

b. Weeding:

- I. Fork over and remove weeds, paying particular attention between plants in borders and beneath trees and shrubs;
- II. This includes the elimination of grass and weeds from cracks and joints, roads, sidewalks and curbs as required.
- III. Spray pesticides (product to be provided by Embassy) as required/requested.

c. Trimming and Pruning:

- I. Lift, divide and replant congested clumps of plants or over-sized herbaceous plants, discarding any weak sections;
- II. Prune, cut out any damaged, dead or crossing stems to ensure that all nutrients flow directly into the stem providing healthy growth;
- III. Prune back deadhead flowering plants when they have finished flowering to promote the formation of new buds and encourage growth;
- IV. Trim hedges regularly to avoid overgrowth;
- V. Trim back herbaceous plants that have grown excessively;
- VI. Layer shrubs and climbers.

d. Lawn maintenance:

- I. Rake the lawn clear of twigs, leaves and other debris as requested/required;
- II. Mow the lawn a minimum every two (2) weeks with lawnmower or hand held brush cutter;
- III. Repair worn out areas of the lawn and re-seed any worn patches;
- IV. Remove and control weeds from lawn by hand or using appropriate weed killer;
- V. Neaten up lawn edges paying particular attention to untidy, squashed or damaged areas



- VI. Aerate the lawn on a regular basis using a garden fork or appropriate mechanical equipment to encourage good drainage and to stimulate root growth;
- VII. Level uneven areas of the lawn;
- VIII. Apply fertilizer as/when required/required but no less than once a year.
- IX. The grass cut must be even and smooth;
- X. The Contractor must collect and dispose of grass clipping and cuttings immediately after mowing

e. Garden beds:

- I. Application of mulch with woodchips or similar (as provided by Embassy) on all garden beds as required with a minimum of every 12 months;
- II. Apply fertilizer (as provided by Embassy) to the garden beds every 3 months;
- III. Remove weeds by spraying or natural methods a minimum of once a month or as required/requested
- IV. Trim to encourage healthy growth as required/requested;
- V. Mulch all cuttings and recycle in the garden beds;
- VI. Undertake aerating/turning of garden beds on a regular basis;
- VII. Establish and maintain a process for garden beds that will promulgate growth and appearance as the garden matures.
- VIII. Any plants that wither and/or die because of Contractor negligence must be replaced at the Contractors expense.

f. Irrigation systems:

- I. Maintenance of the complete set of irrigation lines and systems as required/requested;
- II. Clean and adjust drip emitters as required/requested;
- III. Water will be provided by the Embassy
- IV. The Contractor must ensure that the plants/trees/shrubs/gardens are adequately watered on a daily basis to promote proper health, growth, color and appearance.

g. Trees:

- I. Trees are to be inspected on a weekly basis and trimmed accordingly to prevent nuisance and/or damage; and necessary steps are to be taken to protect existing trees from decay and/or insect attack;
- II. De-leafing and de-nutting must be completed on a regular basis but not less than once a year.

h. Driveways, paths and drains:

- I. Driveways, paths and drains are to be swept clean immediately following all maintenance operations to ensure that all are free of any cutting, debris, etc.;
- II. This includes the elimination of grass and weeds from cracks and joints, roads, sidewalks and curbs as required.
- III. All drains are to be inspected and cleaned as required/requested to ensure easy water flow;
- IV. Sweep and or hose the paved area at the pool ensuring any rubbish is picked up and placed at designated area as requested;
- V. Clear debris from gardens outside the walls as required/requested. Must be completed at least once a week;
- VI. Power wash pathways, driveways, drainage pipes and multi-purpose court as required/requested. Must be completed a minimum of every week or as requested/required.
- VII. The Contractor must ensure that windows and motor vehicles are adequately protected against damages or breakages due to all grass, weed cutting and power washing operations. In the case of window panes, suitable screens must be installed to prevent



inadvertent damage due to the weed eating operation. Where motor vehicles are found to be exposed to weed eating / mowing / power washing operations the contractor must request the owner to move the vehicle to a safe position failing which the cutting/mowing/power washing must be suspended in the affected area.

i. Removal of all rubbish and place in designated area:

- I. Any/all rubbish and waste created from the lawn, fowerbed and or tree maintenance must be collected and disposed immediately following the completion of the Work. Waste/rubbish is to be placed in the designated area

j.Clean the garbage room at staff quarters using water and a brush.

- II. Weekly and as required/requested, the garbage room located at staff quarters (SQs) must be cleaned using water and a brush.

5.0 Periodical Services

This section of the Work involves landscaping and grounds maintenance tasks that cannot be specified by the Embassy in advance, or tasks that would be uneconomical for the Embassy of Canada to specify at fixed intervals of time.

The Contractor must provide periodical landscaping and grounds maintenance tasks on an “as and when requested” basis including but not limited to:

- I. Re-landscaping of areas damaged by construction / maintenance projects, vehicular movement, special events, weather conditions, etc.
- II. General grounds maintenance tasks of an unforeseen nature.
- III. The supply and planting or arranging of new or replacement shrubs, flowers, plants, seedlings, tree seedlings and grass (only when the area to be grassed exceeds 30m²), only due to causes beyond the control of the Contractor, as approved by Project Authority
- IV. The Contractor shall also demonstrate the capability to deliver in-house indoor or outdoor landscaping services, advice and or proposals. The cost of this extra service will be an additional expense to the agreed to gardening and landscaping services proposal. All proposals will be evaluated taking this requirement into account.

6.0 Equipment, Materials and Supplies

The Contractor must supply, operate and maintain all tools and equipment necessary for the completion of the landscaping and ground maintenance services outlined in this Statement of Work.

Such equipment/tools can include:

- mechanized commercial lawn mowers, trimmers;
- manual lawn mower;
- leaf blowers;
- wheel barrow;
- telescopic pruning shears;
- ladders;
- power washer and attachments;
- approved pesticide pump and sprayer;



- spades, forks, hand trowels, secateurs, rakes, etc.
- all required personal protective equipment such as gloves, ear protectors, first aid kits, goggles, appropriate footwear, rain gear and protective uniform and any other health and safety requirements relevant to the tasks outlined above.

The Embassy will not extend any equipment to the Contractor. The equipment must ensure low level (permissible) noise and must not be more than five (5) years old.

The Contractor shall supply all equipment required to effectively carry out the Contract. This equipment must always be kept safe and in good working order. Extra high demand items such as weed eaters and brush cutters shall be carried to ensure that the daily tasks can be completed without loss of time. The Contractor must ensure that his equipment is fitted with suitable safety devices and that the persons operating such equipment are adequately trained and competent to do so. Protective covers and guards must at all times be in place.

The Contractor must use gardening equipment that is of commercial type and ensure that all equipment used to perform the Work is in a state of good condition and is replaced as necessary (e.g. when broken, damaged or unsafe).

7.0 Materials and Supplies provided by the Embassy

Materials and supplies such as:
fertilizer, pesticides, mulch with wood chips, flowers, plants, seedlings, etc will be provided by the Project Authority at the Embassy ;

8.0 Storage:

The Embassy will provide a storage area to the Contractor. This room is not to be used as a lunch room by the Contractor's staff or resources.

The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. And provide this document to the Project Authority updating as/when required/requested.

The Embassy of Canada will not be responsible for damage to the Contractor's equipment, materials, supplies, uniforms and tools, or to the Contractor's employee's personal belongings brought or left on the Embassy grounds.

9.0 Uniforms:

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

- (a) Shirts with collars
- (b) Trousers
- (c) Sweater or pullover
- (d) Closed shoes
- (e) Cap



The Contractor must ensure groundskeepers are appropriately dressed in uniform at all times while on-site and that uniforms are replaced when lost, worn or torn.

10.0 Quality Assurance and inspections

The Contractor must implement a quality control and quality assurance program including the providing of monthly reports outlining completed tasks and any deficiencies noted during the accomplishment of the assigned task to the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards must result in the application of corrective measures by the Embassy.

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant deficiencies must be responded to immediately by the Contractor and remedied within a reasonable time period as approved by the Project Authority.

11.0 Quality Standards

The Contractor must take the utmost care for the safety of all outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance. However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority.

Any defects which cannot be corrected immediately must be reported verbally as soon as possible to the Project Authority.

The Contractor must abide by the rules and regulation which the Embassy may from time to time make or adopt for the care, protection and administration of the premises.

12.0 Comportment

The Contractor must ensure that grounds keeping staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image; either in terms of politeness or knowledge.

The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case any misconduct which may or may not involve financial loss or burden to the mission / occupant, the Contractor alone must take suitable action against such defaulting resources in consultation with The Project Authority or delegate. The Contractor must remove or substitute any worker if the Project Authority or delegate so directs

13.0 Human Resource Requirements

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



The contractor must not change any staff without prior approval of the Embassy due to security and medical reasons. Only security cleared workers must be allowed to work under this Contract. The Contractor must be fully responsible for his / her employees and must ensure that they possess the necessary job knowledge, skills and experience in the fields of their operations.

In case of absenteeism, replacement must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, any expenditure incurred by the Embassy for operation must be recovered from the Contractor or adjusted against amount due and payable to the Contractor.

The Contractor must, at least 10 days before the first day on which any person is required to enter the site for the purpose of carrying out Work, provide to The Project Authority or delegate a document setting out the name, residential address, date and place of birth of all employees intending to do Work at the Embassy.

The Contractor must arrange police verification for all his workers prior to their starting work at the Embassy.

This condition must apply equally to any employees of the Contractor who are engaged for work at the Embassy after the start of the contract.

The Embassy reserves the right to deny access to any individual on the basis of security reasons.

14.0 Meetings

An English speaking supervisor of the Contractor must meet with the Project Authority or his delegated authority every day and present all reports and take notes of all important points, if any, from the discussion to act upon those points. The supervisor appointed by the Contractor must be responsible for the day to day operations of the services within the scope of services of this contract.

15.0 Health and Safety

The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National/local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor must ensure that all equipment used to perform the work is in a state of good repair including performing periodical testing of on-site equipment in accordance with any Health & Safety requirement under Saudi Law. The Project Authority reserves the right to have equipment judged to be unsafe, not suitable or defective taken out of service. The Contractor must be responsible for supplying suitable replacement equipment.

The contractor must perform a Health & Safety Risk assessment of all working operations to be performed under this contract. An initial site meeting must be held with the successful Contractor to review his risk assessment and resultant safety plan.

The Contractor must abide by the rules and regulations which the Embassy may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the visitor, owner / occupant's personnel.

The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended



by National codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.

The Contractor must provide training to all personnel assigned to the performance of the Work under this contract.

The Contractor's resources for this work must be in good health and free from any infection or disease and a medical fitness report needs to be submitted upon contract award for the assigned employees.

The Contractor shall be responsible for medical check-ups, (blood work, x-ray, urine and stool analysis, etc.) as per Saudi Arabia Labor Laws for all of the workers prior to their starting work at the Embassy. The cost shall be borne by the Contractor. Personnel who, once the required medical check-ups have been completed, are found to be medically unfit by the Minister of the Interior, shall not be allowed to work under this contract.

Declaring Contractor staff as medically unfit can also be decided by the Contractor. Embassy to provide feedback to Contractor if anything unusual is observed

16.0 Schedule of Operations and a yearly work plan

Following the award of the Contract, the Contractor must immediately undertake to prepare a schedule of operations (i.e. a Work Plan). This schedule is to be prepared on a year-planner type basis and must include all required work. The schedule is to be delivered to the Project Authority within two weeks from contract award; for review and approval, in order to proceed with the work. The Contractor must prepare simple to use, yet detailed work schedules for use by the contract grounds maintenance staff. These schedules must list the Embassy's daily, weekly and monthly routine and periodic grounds maintenance services. These schedules must give the dates for periodic tasks. These schedules are to be examined, and approved, by the Project Authority prior to the commencement of the contract.



ANNEX B – Basis of Payment

Name of Bidder:

Address:

Contact Person:

Phone number: () -

E-mail:

Print Name and Capacity

Date

Firm Hourly Rate

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

Pricing Revision(s)

Canada will allow an increase to the firm prices and/or rates of the contract no greater than the increase to the *Consumer Price Index* published by Statistics Canada for Riyadh, Saudi Arabia for the previous calendar year, during the extended/option period(s) of the contract only, and subject to a written contract amendment approved by the Contracting Authority. If the rate of change of the Consumer Price Index is negative, the prices and/or rates will not be adjusted.

The Contractor MUST assign a Team of not less than 1 supervisor and 4 employees in uniform. Employees must have a minimum of one (1) year's experience performing grounds maintenance services.

Category and Level	Name (if applicable)	Firm Hourly Rate (SAR) Initial Period	Firm Hourly Rate (SAR) Option Period 1
		ريال	ريال
		ريال	ريال
		ريال	ريال
		ريال	ريال

Category and Level	Name (if applicable)	Firm Hourly Rate (SAR) Option Period 2	Firm Hourly Rate (SAR) Option Period 3
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Category and Level	Name (if applicable)	Firm Hourly Rate (SAR) Option Period 2	Firm Hourly Rate (SAR) Option Period 3
		ريال	ريال
		ريال	ريال
		ريال	ريال
		ريال	ريال

Total Estimated Performance Cost: \$ _____ SAR (ريال)



ANNEX C – Certifications Precedent to Contract Award

A1. 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, the Contracting Authority 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.

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 [Financial Administration Act](#), or
- b. section 121 (*Frauds on the government and Contractor subscribing to election fund*), section 124 (*Selling or Purchasing Office*), section 380 (*Fraud*) for fraud committed against Her Majesty or section 418 (*Selling defective stores to Her Majesty*) of the [Criminal Code](#) of Canada, or
- c. section 462.31 (*Laundering proceeds of crime*) or
- d. sections 467.11 to 467.13 (*Participation in activities of criminal organization*) of the [Criminal Code](#) of Canada, or section 45 (*Conspiracies, agreements or arrangements between competitors*), 46 (*Foreign directives*) 47 (*Bid rigging*), 49 (*Agreements or arrangements of federal financial institutions*), 52 (*False or misleading representation*), 53 (*Deceptive notice of winning a prize*) under the [Competition Act](#), or
- e. section 239 (*False or deceptive statements*) of the [Income Tax Act](#), or
- f. section 327 (*False or deceptive statements*) of the [Excise Tax Act](#), or
- g. section 3 (*Bribing a foreign public official*) of the [Corruption of Foreign Public Officials Act](#), or
- h. section 5 (*Trafficking in substance*), section 6 (*Importing and exporting*), or section 7 (*Production of substance*) of the [Controlled Drugs and Substance Act](#), or
- i. any provision under any law other than Canadian law having a similar effect to the above-listed provisions.

A1.1. INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.



A1.2. 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 the Project Authority and at the time specified in the bid solicitation or agreed to with the Project Authority. 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 the Project Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Project Authority, 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.

A1.3. 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.

A1.4. 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 [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-



11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), 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 [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

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.

CERTIFICATION STATEMENT

By signing and submitting this page, the Bidder certifies that the information submitted by the Bidder in response to Attachment 1 to Part 3 is accurate and complete.

Name & Signature of Authorized Individual

Date



ANNEX D – Technical Evaluation Criteria

SECTION

Mandatory Technical Criteria (MT)

#	Mandatory Technical Criterion	Met / Not Met	Reference to Proposal
MT1	The bidder must be the provider of the service and registered with appropriate authorities in Saudi Arabia. The firm must have a permanent office in Saudi Arabia, staffed with permanent employees to be eligible for this contract.		
MT2	The bidder must have a minimum of five (5) years experience, in providing landscaping and grounds keeping services in a Commercial environment.		
	The bidder must provide three (3) references (different clients/contracts) for similar work done by the bidder in the past 5 years. These references should include at a minimum: Organization name , contact name, clear description of the project, period of contract, total number of employees assigned.		

2.0 Point Rated Technical Criteria

Bids which meet all the mandatory technical criteria will be evaluated and scored as specified in the tables inserted below.

Bids which fail to obtain the required minimum number of points specified will be declared nonresponsive.

Each point rated technical criterion should be addressed separately.

Table 1

RT1	CVs of supervisor/cleaners	60
RT2	Equipment Lists	20

Table 2

Overall maximum points available =	80
Overall minimum points required =	56
Bids must achieve an overall minimum percentage of 70%. Bids that do not meet this requirement will be declared non-responsive.	

Rating Table for RT2 and RT4

Percentage of available points	Basis for Percentage Distribution
0%	The response is deficient. Bidder receives 0% of the available points for this element.



50%	The response includes some information, but is also missing a substantial amount of information. Some elements poorly described. Bidder receives 50% of the available points for this element.
70%	The response includes most of the information required to be complete meeting the established minimum. Bidder receives 70% of the available points for this element.
85%	The response includes a substantive amount of the information required to be complete. Bidder receives 85% of the available points for this element.
100%	Substantial details provided leading to a complete and thorough understanding of the requirement. Bidder receives 100% of the available points for this element.



RT1 Qualifications of Supervisor and Cleaners

Bidder preparation instructions	Weighting	Maximum Points
The Bidder must demonstrate that the Company supervisor has experience in delivering a complete landscaping and grounds maintenance service for an outdoor area not less than 6,300 M ²	0 to 35 months = 5 points 36 months = 10 points 48 +months = 25 points	25 points
The Bidder must demonstrate that the landscaping staff have the following experience	a) Experienced (at least 1 year) and trained in providing landscaping and grounds maintenance = 10 points b) One of the assigned staff is certified as a first aid provider, Certification must be valid = 10 points	20 points
The Bidder must demonstrate that he has the capability to deliver in-house landscaping services, advice and or proposals as requested	Demonstrated evidence of experience in providing consultation and advice on indoor/outdoor landscaping as requested	15 points

RT2 – Equipment

Description	Bid Preparation Instructions	Maximum Points
The Bidder must demonstrate that it will supply all equipment, required to provide for the requirement outlined in Appendix A, Statement of Work	Equipment List A list of mechanical equipment available to carry out the services, including specifications (i.e. make and model number and/or performance capabilities, etc.), commercial type, quantity and that it is designed for the application it is to be used. Refer to Annex 1 to Appendix A – Equipment List.	20 points