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Request for Proposals (RFP)

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

TITLE Gardening and Landscaping Services at the Canadian Embassy in Algiers, Algeria	
SOLICITATION NUMBER 18-142775	DATE December 12, 2018
PROPOSAL DELIVERY In order for the proposal to be valid and accepted, it must be received no later than 2:00PM on January 22, 2019 (as per Ottawa, Ontario) referred to as the “Closing Date”. Only electronic copies will be accepted and received at the following e-mail address: internationalproposals@international.gc.ca Solicitation Number : 18-142775	
Proposal to: Foreign Affairs, Trade and Development 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. Name and title of person authorized to sign on behalf of the supplier: _____ _____ Signature Date	



TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION 4

1.1 INTRODUCTION.....4

1.2 SUMMARY4

1.3 CONTRACT DOCUMENTS.....5

1.4 DEFINITIONS5

PART 2 - BIDDER INSTRUCTIONS 6

2.1 LANGUAGE OF PROPOSAL.....6

2.2 REFERENCE CLAUSES6

2.3 STANDARD INSTRUCTIONS6

2.4 SUBMISSION OF BIDS.....7

2.5 SITE VISIT – MANDATORY.....8

2.6 COMMUNICATIONS, ENQUIRIES, SUGGESTED IMPROVEMENTS.....8

2.7 APPLICABLE LAWS.....9

2.8 ENTIRE REQUIREMENT9

2.9 DEBRIEFINGS9

2.10 CHALLENGES9

2.11 NO PROMOTION OF BIDDERS INTEREST9

2.12 LEGAL CAPACITY10

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT10

PART 3 - BID PREPARATION INSTRUCTIONS..... 11

3.1 PROPOSAL PREPARATION INSTRUCTIONS.....11

3.2 TECHNICAL PROPOSAL INSTRUCTIONS.....11

3.3 FINANCIAL PROPOSAL INSTRUCTIONS12

3.4 FIRM PRICE.....12

3.5 TAXES12

3.6 CERTIFICATIONS12

ATTACHMENT 1 TO PART 3 – CERTIFICATIONS..... 13

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION 16

4.1 EVALUATION AND SELECTION16

4.2 TECHNICAL EVALUATION16

4.3 FINANCIAL EVALUATION.....16

4.4 BASIS OF SELECTION.....16

ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA 17

PART 5 - RESULTING CONTRACT CLAUSES 26

5.1 DEFINITIONS26

5.2 PRIORITY OF DOCUMENTS26

5.3 AUTHORITIES AND COMMUNICATION.....27

5.4 STANDARD CLAUSES AND CONDITIONS.....28

5.5 GENERAL CONDITIONS.....28

5.6 ENTIRE AGREEMENT28

5.7 APPLICABLE LAWS.....29

5.8 NUMBER AND GENDER29

5.9 POWERS OF CANADA / STATE IMMUNITY29

5.10 TIME OF THE ESSENCE29



5.11	EXCUSABLE DELAY.....	29
5.12	SEVERABILITY	29
5.13	SUCCESSORS AND ASSIGNS	30
5.14	SURVIVAL.....	30
5.15	ADDITIONAL SACC MANUAL CLAUSES.....	30
5.16	PERFORMANCE OF THE WORK.....	30
5.17	CERTIFICATIONS	32
5.18	PAYMENT TERMS.....	32
5.19	SUSPENSION AND INFRACTION.....	34
5.20	INSURANCE TERMS.....	34
5.21	GOVERNANCE AND ETHICS	35
5.22	DISPUTE RESOLUTION.....	36
ANNEX A – STATEMENT OF WORK		37
ANNEX B – BASIS OF PAYMENT.....		45
ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL).....		52



PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

The bid solicitation is divided into five 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 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.

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 Checklist (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 Canadian Embassy in Algiers, Algeria, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide gardening and landscaping services as described in the Statement of Work (Annex A).

The Work is to be performed from the date of contract award (tentatively set for March 1, 2019) for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one 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 [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

1.2.3 The requirement is subject to the provisions of the:

- a. World Trade Organization Agreement on Government Procurement (WTO-AGP)
- b. North American Free Trade Agreement (NAFTA)
- c. Canada-European Union Comprehensive Economic and Trade Agreement (CETA)
- d. Canadian Free Trade Agreement (CFTA)
- e. Canada - Chile Free Trade Agreement (CCFTA)
- f. Canada - Columbia Free Trade Agreement
- g. Canada - Korea Free Trade Agreement
- h. Canada - Honduras Free Trade Agreement
- i. Canada - Panama Free Trade Agreement
- j. Canada - Peru Free Trade Agreement (CPFTA)



k. Canada - Ukraine free Trade Agreement (CUFTA)

1.3 CONTRACT DOCUMENTS

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

1.4 DEFINITIONS

In this document, 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;

"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 PROPOSAL

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

2.2 REFERENCE CLAUSES

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.

This procurement document contains references to specific standard instructions, general conditions and clauses found in the *Standard Acquisition Clauses and Conditions (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 *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)).

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

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

2.3 STANDARD INSTRUCTIONS

2.3.1 The **2003** (2018-05-22) Standard Instructions - *Goods or Services - Competitive Requirements* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/23>), 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 05 (2018-05-22) Submission of Bids, paragraph 4 is amended as follows:

Delete: sixty (60)

Insert: one hundred and twenty (120)

2.3.4 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 Proposals clause stipulated in paragraph 2.3.5

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

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 (2018-05-22) 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 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 (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>).

2.4.2 Proposals must be received by DFATD at the e-mail address identified, by the date and time on page 1 of the solicitation. Proposals must NOT be sent directly to Canada's Representative. Canada will not be responsible for proposals delivered to a different address. Proposals sent directly to Canada's Representative may not be considered.

E-mail Proposal Receiving Unit Address is Solely for Delivery of Bids and Enquiries: The e-mail address indicated on page one (1) of the solicitation is for the purpose of proposal submission and enquiries concerning that solicitation. No other communications are to be forwarded to this address. Attachments should be in a Portable Document Format (.pdf) software application or Microsoft Office version 2003 or greater.

2.4.3 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 Canada's Representative 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.

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



accordance with section 17 Joint Venture, of 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*.

2.4.5 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 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.

2.4.6 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.

2.4.7 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.

2.4.8 A proposal cannot be assigned or transferred in whole or in part.

2.5 SITE VISIT – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. The site visit will be held at 18 Mustapha Khalef Street, Ben Aknoun on December 24, 2018 and will begin at 9:30 AM, in Algiers, Algeria.

Bidders are requested to confirm their attendance with Canada's Representative no later than five (5) working days before the site visit and provide the names of the person(s) 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 site visit will be included as an amendment to this RFP.

Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per 2003 (2018-05-22) *Standard Instructions - Goods or Services - Competitive Requirements*, and will not be reimbursed by Canada.

2.6 COMMUNICATIONS, ENQUIRIES, 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 calendar 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. 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 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.



PART 3 - BID PREPARATION INSTRUCTIONS

3.1 PROPOSAL PREPARATION INSTRUCTIONS

Canada requests Bidders provide their proposal in soft copy (electronic) format.

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

- Section I: Technical Proposal (1 soft copy by email submission)
- Section II: Financial Proposal (1 soft copy by email submission)
- Section III: Certifications (1 soft copy by email submission)
- Section IV: Additional Information (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: to be labeled “**Technical Proposal**”: 1 soft copy

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

In their technical proposal, 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 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.

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. Canada’s Representative 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 Canada’s Representative for additional information will also render the bid non-responsive.



3.3 FINANCIAL PROPOSAL INSTRUCTIONS

Section II: to be labeled “**Financial Proposal**”: 1 soft copy

Bidders must submit their Financial Proposal in accordance with Annex B – Basis of Payment. 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. All the information required in the Financial Proposal must appear in a separate document and should be identified as the Financial Proposal. Financial Proposals will only be opened after the evaluation of the Technical Proposal is completed. **Estimates provided in Annex B 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 Algerian Dinars at Annex B – Basis of Payment. 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.

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

3.5 TAXES

3.5.1 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.

3.5.2 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).

3.6 CERTIFICATIONS

Section III: to be labeled “**Certifications**”: 1 Soft copy;

Bidders must submit the certifications required under Attachment 1 to Part 3.

Please see Attachment 1 to Part 3 for Certifications instructions.

3.6.1 Federal Contractors Program for Employment Equity – Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the “FCP Limited Eligibility to Bid list at the time of contract award.



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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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) (<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 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 [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



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 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 attachment 1 to Part 4.

4.3 FINANCIAL EVALUATION

4.3.1 Mandatory Financial Criteria

SACC Manual Clause [A0222T](#) (2014-06-26) "Evaluation of Price"
SACC Manual Clause [C2000C](#) (2007-11-30) "Taxes - Foreign-based Contractor"

4.4 BASIS OF SELECTION

4.4.1 Lowest Price Per Point

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. obtain the required minimum of 47 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 67 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



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°	Mandatory Technical Criteria	Page #	Yes	No
M1	<p>Office Location</p> <p>The Bidder must demonstrate that it has a permanent office located within Algiers, Algeria, and that it is specialized in providing grounds maintenance and landscaping services and authorized to provide these services.</p> <p>The Bidder must demonstrate this by providing the following:</p> <ol style="list-style-type: none"> i. the company's address; and ii. the following documents: <ul style="list-style-type: none"> • Certificate of Existence; • Business registration; • Copy of role extract of the last three months; • Identity fiscal number; and • Updated contribution certificate of social security services. 			
M2	<p>Corporate Criteria</p> <p>The Bidder must clearly demonstrate that it has a minimum of five (5) years of experience within the last ten (10) years from the bid closing date in providing grounds maintenance and landscaping services for a landscape area of 20,000 square feet, equivalent to 1,858 square meters, or more.</p> <p>The Bidder must demonstrate this experience by providing a minimum of two (2) contracts for grounds maintenance and landscaping services including the following information for each contract:</p> <ol style="list-style-type: none"> i. The location of the work (the complete address); ii. The size of the landscape area; iii. A brief description of the work; iv. The start and end dates of the contract (month and year); v. The name, e-mail address, telephone number, and title for a customer reference; and vi. a brief written attestation of a satisfactory performance of work delivered within the last ten (10) years, signed by the customer reference. The attestation must include a description of the work, the start date and end date of the work, and a statement confirming that services were rendered on-time and to the satisfaction of the customer. <p>References may be contacted to verify the validity of the information provided by the Bidder. If the information verification does not match the requirements, then the Bid may be declared non-responsive.</p> <p>Grounds maintenance and landscaping services include the treatment, gardening, and general upkeep of outdoor properties to maintain a representational standard.</p>			



Point-Rated Technical Criteria

Proposals that meet all of the mandatory technical criteria will be evaluated and point-rated against the criteria listed below, using the evaluation factors indicated.

Bidders must obtain the required minimum of **47 points out of 67 points** in order to be evaluated on the basis of their financial proposal.

Any bid which fails to obtain the required minimum will be declared non-compliant. Each point rated technical criterion must be addressed separately.



POINT RATED TECHNICAL CRITERIA				
N°	Rated criterion	Page #	Points Allocation	Maximum Points
R1	<p>The Bidder should indicate whether its proposed resources are employees of the bidder or employees of a sub-contractor.</p> <p>The Bidder should demonstrate this by providing an organization chart which shows the names and titles of each proposed resource, and indicates whether each resource is a sub-contractor or an employee who will be working for the Bidder during the Contract.</p>		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none">• The work will be performed by employees of a sub-contractor: 1 point• The work will be performed by employees of the Bidder and employees of a subcontractor: 3 points• All the work will be performed by employees of the Bidder: 10 points	10



POINT RATED TECHNICAL CRITERIA				
N°	Rated criterion	Page #	Points Allocation	Maximum Points
R2	<p>Personnel Experience</p> <p>Site Manager</p> <p>The proposed Site Manager should have a minimum of five (5) years of experience in the last ten (10) years before the bid closing date managing grounds maintenance and landscaping projects and teams.</p> <p>The Bidder should demonstrate the proposed Site Manager's experience by providing the following information:</p> <ol style="list-style-type: none"> Name of the proposed resource; Proposed resource's years of experience; Name of company or companies for which the proposed resource has worked; Number of staff the proposed resource supervised for each experience cited; and Start and end dates for each experience cited. <p>The Bidder must provide a reference for the proposed resource's most recent experience cited. Reference information must include the following:</p> <ol style="list-style-type: none"> Name of company; Name of reference and title; Email address; and Telephone number. <p>On-site Supervisor</p> <p>The proposed on-site Supervisor should have a minimum of five (5) years of experience in the last ten (10) years before the bid closing date leading grounds maintenance and landscaping teams.</p> <p>The Bidder should demonstrate the proposed On-site Supervisor's experience by providing the following information:</p>		<p>Points will be allocated as follows:</p> <p>Site Manager:</p> <ul style="list-style-type: none"> Less than 5 years of experience: 0 points 5 to less than 10 years of experience: 5 points 10 or more years of experience: 10 points <p>Site Supervisor:</p> <ul style="list-style-type: none"> Less than 5 years of experience: 0 points 5 to less than 10 years of experience: 5 points 10 or more years of experience: 10 points 	<p>Site Manager: 10</p> <p>On-site Supervisor: 10</p> <p>Gardener: 4</p> <p>TOTAL 24</p>



	<p>i. Name of the proposed resource;</p> <p>ii. Proposed resource's years of experience;</p> <p>iii. Name of company or companies for which the proposed resource has worked;</p> <p>iv. Number of staff the proposed resource supervised for each experience cited; and</p> <p>v. Start and end dates for each experience cited.</p> <p>The Bidder must provide a reference for the proposed resource's most recent experience cited. Reference information must include the following:</p> <p>i. Name of company;</p> <p>ii. Name of reference and title;</p> <p>iii. Email address; and</p> <p>iv. Telephone number.</p> <p>Gardener:</p> <p>The Bidder should propose a gardener with a minimum of two (2) years of experience in the last ten (10) years before the bid closing date performing tasks associated with grounds maintenance and landscaping.</p> <p>The Bidder should demonstrate the experience of the proposed gardener by providing the following information:</p> <p>i. Name of the proposed gardener;</p> <p>ii. Proposed gardener's years of experience;</p> <p>iii. Name of company or companies for which the proposed gardener has worked;</p> <p>iv. The tasks performed by the gardener for each experience cited; and</p> <p>v. Start and end dates for each experience cited.</p> <p>The Bidder must provide a reference for the proposed gardener's most recent experience cited. Reference information must include the following:</p> <p>i. Name of company;</p>		<p>Gardener:</p> <ul style="list-style-type: none"> • Less than 2 years of experience: 0 points • 2 to less than 5 years of experience: 2 points • 5 or more years of experience: 4 points 	
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	ii. Name of reference and title; iii. Email address; and iv. Telephone number.			
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POINT RATED TECHNICAL CRITERIA				
N°	Rated criterion	Page #	Points Allocation	Maximum Points
R3	<p>Organization and Management</p> <p>The Bidder should describe its strategy and approach to team organization, management and capacity to ensure that it will maintain the appropriately trained competent personnel to fulfill the requirements in Annex A, Statement of Work.</p> <p>The Bidder's organization and management profile should include the following 4 elements:</p> <ul style="list-style-type: none"> i. a description of the role of each proposed resource, sub-contractor or other specialist who will be working for the Bidder during the Contract; ii. a description of the Bidder's procedures for verifying and monitoring staff's arrival and departure, and for dispatching of replacement staff, if required; iii. a description of the Bidder's process with respect to disciplinary policy (i.e. verbal, written reprimands, suspensions, etc.); and iv. a description of how the Bidder will provide additional manpower when required (i.e. for As-and-when-required services). 		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Response addresses none of the 4 elements: 0 points • Response addresses 1 of the 4 elements: 3 points • Response addresses 2 of the 4 elements: 6 points • Response addresses 3 of the 4 elements: 9 points • Response addresses all 4 elements (i.to iv.) elements: 12 points 	12



POINT RATED TECHNICAL CRITERIA				
N°	Rated criterion	Page #	Points Allocation	Maximum Points
R4	<p>Schedule of Operations</p> <p>The Bidder should submit a draft a schedule detailing how it will perform the tasks in Part 5 of the Statement of Work which are specified below.</p> <p>For each task stated in each section of the SOW noted below, the Bidder's should provide the following information:</p> <ol style="list-style-type: none"> i. The proposed resource(s) who will perform the task; ii. The day(s) of the week, the week(s), and/or the month in which the task will be performed; and iii. The number of hours or days required to complete the task. <ul style="list-style-type: none"> • SOW Part 5.1 Lawn Care • SOW Part 5.2 Plant Care • SOW Part 5.3 Watering • SOW Part 5.4 Disinfestation • SOW Part 5.5 Weed Control in Paved Areas • SOW Part 5.6 Maintenance of Common Areas • SOW Part 5.7 Maintenance of Street Lamps and Security Lights 		<p>Points will be allocated as follows:</p> <ul style="list-style-type: none"> • Response addresses none of the elements: 0 points • Response addresses all 3 elements (i. – iii.) for 1 of the SOW sections identified: 3 points • Response addresses all 3 elements (i. – iii.) for 2 of the SOW sections identified: 6 points • Response addresses all 3 elements (i. – iii.) for 3 of the SOW sections identified: 9 points • Response addresses all 3 elements (i. – iii.) for 4 of the SOW sections identified: 12 points • Response addresses all 3 elements (i. – iii.) for 5 of the SOW sections identified: 15 points • Response addresses all 3 elements (i. – iii.) for 6 of the SOW sections identified: 18 points • Response addresses all 3 elements (i. – iii.) for 7 of the SOW sections identified: 21 points 	21



Maximum points available	67
Minimum score required	47
Bidder's score	



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;

"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.

5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- a) Articles of Agreement;
- b) General Conditions 2035 (2018-06-21);
- c) Statement of Work (Annex A);
- d) Basis of Payment (Annex B);
- e) Security Requirements Check List (Annex c);
- f) the Contractor's bid dated _____ (*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 Canada's Representative

Canada's Representative for this Contract is:

Name: Rosanna Haroutounian
Title: Procurement Officer
Department of Foreign Affairs, Trade and Development
Directorate: Missions Procurement Operations (AAO)
Address: 125 Sussex Drive, Ottawa, ON K1A 0G2
Telephone:
Fax:
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: *(completed at Contract award)*

Name:
Title:
Department of Foreign Affairs, Trade and Development
Directorate:
Address:
Telephone:
Fax:
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.

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: *(completed at Contract award)*

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

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

5.3.6 Amendment

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

5.3.7 Assignment

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

5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-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](#) (2018-06-21), [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.

5.9 POWERS OF CANADA / STATE IMMUNITY

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

5.10 TIME OF THE ESSENCE

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

5.11 EXCUSABLE DELAY

5.11.1 A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that:

- is beyond the reasonable control of the Contractor;
- could not reasonably have been foreseen;
- could not reasonably have been prevented by means reasonably available to the Contractor; and,
- occurred without the fault or neglect of the Contractor

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

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

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

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

5.12 SEVERABILITY

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



5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 ADDITIONAL SACC MANUAL CLAUSES

5.15.1 Proactive Disclosure of Contracts with Former Public Servants

SACC *Manual* clause [A3025C](#) (2013-03-21), Proactive Disclosure of Contracts with Former Public Servants

5.16 PERFORMANCE OF THE WORK

5.16.1 Description of Work

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

5.16.2 Period of the Contract

The period of the Contract is from _____ to _____ inclusive (*completed at Contract award*).

5.16.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three additional one-year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

5.16.4 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.

5.16.5 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.



5.16.6 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.

5.16.7 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.

5.16.8 Resources

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

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

5.16.9 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.

5.16.10 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 Algiers, Algeria.

5.16.11 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.



5.16.12 Security Requirements

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

- 5.16.12.1 The Contractor and/or all other personnel involved in the work shall hold a valid personnel security screening level of **RELIABILITY STATUS** at minimum at all times during the performance of the contract **if access to DFATD is not required**. The Contractor shall not be issued a building pass for access to DFATD and shall not have access to classified information or assets. Failure to obtain the Reliability Status would render the Contract null and void. The security screening level required is granted by the Canadian & International Industrial Security Directorate (CIISD) of the Department of Public Works and Government Services Canada (PWGSC).
- 5.16.12.2 The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.16.12.3 If the **Contractor** breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the **Contractor**. The **Contractor** shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

5.16.13 Green Procurement

- 5.16.13.1 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.
- 5.16.13.2 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.

5.17 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

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

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 six (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 (2018-06-21) *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 (2018-06-21) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

5.18.8 Remittance to appropriate tax authority

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

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, 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 Incapacity to Contract with the Government

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

- a. paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian *Financial Administration Act*, R.S.C. 1985, c. F-11, or
- b. section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the *Criminal Code of Canada*, R.S.C. 1985, c. C-46, or
- c. section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the *Criminal Code of Canada*, or
- d. section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian *Competition Act*, R.S.C. 1985, c. C-34, or
- e. section 239 (False or deceptive statements) of the Canadian *Income Tax Act*, R.S.C., 1985, c. 1 (5th Supp.), or
- f. section 327 (False or deceptive statements) of the Canadian *Excise Tax Act*, (R.S.C., 1985, c. E-15, or
- g. section 3 (Bribing a foreign public official) of the Canadian *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34 (as amended), or
- h. section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian *Controlled Drugs and Substance Act*, S.C. 1996, c. 19 (as amended); or
- i. any provision under the local law having a similar effect to the above-listed provisions.

5.21.3 Anti-Terrorism

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



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

5.22 DISPUTE RESOLUTION

5.22.1 Discussion and Negotiation

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



ANNEX A – STATEMENT OF WORK

1. Title

Landscaping and grounds maintenance - The Embassy of Canada in Algiers, Algeria.

2. Background

The Embassy of Canada is located in a diplomatic complex at 18 Rue Mustapha Khalef, Ben Aknoun, in Algiers, Algeria. The complex is a property of approximately 7 hectares composed of the building of the main chancery, an annex and garage, 7 large houses for Canadian employees, 5 small houses (temporary chalets), a tennis court, a swimming pool, 2 parking lots, a road network, a network of sidewalks, lampposts, various utility buildings and a large park.

3. Objectives

This Contract provides landscaping and professional grounds maintenance services at the diplomatic complex to maintain with a standard of care and professionalism.

4. Scope of work

The Contractor must manage, install and provide all human and material logistics and all materials, tools, equipment and transportation required to perform the work as stated, and in accordance with the quality standards indicated in the Statement of Work, and is exempt only from elements that are specifically noted.

4.1. Term of contract

This contract is for a period of two years with the option of a prolongation of three additional years renewable per one year period.

4.2. Working hours

All work must be performed between the following hours, except holidays (approximately 10 days per year) as determined by the Embassy of Canada:

Sunday to Wednesday – 7: 00 to 17: 00; and
Thursday – 7:00 to 14:00.

5. Tasks / Technical Specifications - Scheduled Services

5.1. Lawn care

A. Mowing the lawn, borders and trimming

- i. All waste and debris must be removed before mowing.
- ii. The grass must be mowed once a week throughout the growing season. No more than 1/3 of green leaf area must be removed in a mowing operation. The Project Manager determines the need to adjust the cutting height.
- iii. Grass borders must be trimmed uniformly at each cutting. This includes all edges of roads, sidewalks and paths. A trimmer or edger steel blade can be used for trimming edge. Edge trimming waste must be removed from the area.



- iv. The mowing equipment must be well maintained and the cutting blades sharpened monthly.
- v. Lawn mowers and other landscaped maintenance tools must not be used near stems or tree trunks and shrubs to avoid equipment damage.
- vi. Lawn mowers must not leave the ruts. The contractor is responsible for any damage caused to the plants, structures, vehicles and irrigation systems involved in the use of his equipment.
- vii. The Contractor must use grass-cycling techniques when mowing, an environmentally friendly practice where grass is shredded and left on the lawn. If the Contractor determines that the result of the cutting is too large, the Contractor must use bagging devices to eliminate excessive cuts.
- viii. The Contractor must use leaf blowers to ensure that grass cuts are not left in plant beds, tree stands, streets and sidewalks.
- ix. All turf areas around structures or trees must be cut at cutting height, as specified by the Project Manager, each time grass is cut. Mowing must precede trimming.

B. Fertilization

- i. The grass must be fertilized twice a year.
- ii. All fertilizers must be granular, free flowing, and in their original packaging which clearly indicates the manufacturer's specifications.

C. Weed control and herbicide

- i. Grass areas must be kept weed-free at all times using preventative herbicides.
- ii. During spring and summer, the Contractor must apply herbicides as required to control weeds.
- iii. In spring, the Contractor must apply herbicides before the sprouting of weed seeds.
- iv. The Contractor must inspect vegetation and flora to identify and report the presence of parasites once a month and treat them with herbicides and insecticides when symptoms are noticed.
- v. The Contractor must eliminate broadleaf weeds.

D. Clusters of leaves

- i. There must be no accumulation of leaves on turf areas.

E. Repairing and re-sodding of bare areas

- i. The Contractor must aerate the lawn with a pitchfork or aerator to promote drainage and stimulate root growth at least once a year.
- ii. The Contractor must level irregular areas of grass at least once a year.

5.2. Plant care

A. Weed control

- i. All flower beds, tree stands, flower pots and planting areas must be weed-free at all times. Weeds must be removed or treated, as needed, with an herbicide approved by the Project Manager and all dead vegetation must be removed manually.
- ii. Herbicides used for ornamental, shrub and perennial trees must be applied as directed on the label and before the weed seeds germinate. The application must not be carried out under windy conditions and must not be applied when the vegetation is wet.



- iii. The used herbicide (Heavy Desormone D, Glyphosate 360 G / L) must be approved by the Mission Property Officer prior to application.

B. Pruning

- i. Hedges must be hand cut 3 times a year to maintain a neat appearance, improve access to visibility, and / or improve condition.
- ii. The hedges must all be cut at the same height. The height of the hedge cannot be drastically altered without the approval of the Project Manager.
- iii. Shrubs must be pruned to maintain a neat appearance, improve access to visibility, remove dead wood and / or improve condition.
- iv. Vines, ivy, and ground cover must be hand cut regularly (at least twice a year) to maintain a neat and a well-maintained appearance. They must be cut at the nodes, with the hidden cup. The ground cover must be kept within the limits of the bed and must not develop on paved areas or on structures, unless otherwise specified by the Project Manager. Trimmers and shearing equipment must not be used to prune grapes, ivy, or ground cover.
- v. Spring blooming shrubs must be pruned immediately after flowering.
- vi. Broadleaf trees and shrubs must be trimmed at the end of leaf growth.
- vii. Trees must be trimmed to eliminate secondary branches, crisscrossing branches, and / or new growth, as needed, to improve access to visibility, eliminate hazardous conditions, and / or improve the appearance and the condition of the trees. Structural pruning (crossing branches, removing dominant branches, thinning) must be performed once a year on each tree as directed by the Project Manager. Dead wood or broken, damaged and / or dangerous branches must be removed immediately. Hardwood trees can be pruned at any time, except during periods between budding and growth, and during leaf fall.
- viii. Perennials must be cut to the ground to control the height. Perennial flowering plants must be pruned as needed during the growing season to maintain a neat appearance.
- ix. All pruning must be performed in accordance with the trees protection standards in Algeria, as established by the related laws and regulations published in the official journal of Algeria. All cuts must be performed without cutting into the collar of the branch and without leaving a protruding branch. The cuts must be performed at all times. All branches that are too heavy to handle must be pre-cut to prevent splitting. All debris must be properly disposed by the Contractor. The Contractor must inform the Project Manager, prior to the starting of any structural cutting, in order to obtain approval for the cutting type, reduction percentage, and maximum cut size.

C. Disposal of dead or dangerous plants

- i. All diseased, dying or dead trees, shrubs, perennials ground cover, and trees presenting a danger must be removed upon approval by the Project Manager. Trees must be removed using known arboreal practices. Tree removal involves grinding the entire tree i.e. from the summit to the ground level. The Contractor must properly dispose all associated debris by using the compost bags provided for this purpose in the Mission, or by using its own means to dispose of this debris in public receptacles designated for this purpose.
- ii. Hazardous trees are trees or parts of a tree (branches, trunk, roots), which can be structurally compromised due to illness or injury, and pose a risk to the property or the



public if they fall. The Contractor must report the existence of all hazardous trees to the attention of the Project Manager.

D. Installation and maintenance of seasonal flowers

- i. The Contractor must provide the Mission three (3) times a year (spring, summer and fall) with seasonal blooms as per the quantity set out in the plan approved by the Project Manager. The contractor may grow the flowers locally or buy them on the local market.
- ii. The Contractor must plant the flowers according to the plan established by the Project Manager.
- iii. The flowers must be fertilized immediately after planting.
- iv. The flowerbeds and potted plants are irrigated when necessary to keep the plants thriving.
- v. Flower beds must be kept free of weeds

E. Clusters of leaves

- i. There must be no accumulation of leaves near the plants and under the trees.

5.3. Watering

- i. During the growing season, the Contractor must water all vegetation beds to provide 1 inch (2.5 cm) of water per week in the absence of rainfall.
- ii. Any sprinkler heads that are not working properly must be reported to the Project Manager.
- iii. The Contractor must maintain sufficient soil moisture levels around all plant materials to prevent withering or death.
- iv. When surface sprinklers or pumps do not work, the contractor must proceed to hand watering.
- v. The contractor must ensure that good watering practices are in place to control water consumption.

5.4. Disinfestation

The Contractor must meet the following requirements when applying pesticides:

- i. The Contractor must inspect the insect egg masses, find the source and remove it if necessary.
- ii. The application of all pesticides must respect local laws. The Contractor must conform to environmental norms when deciding which pesticide to recommend, and when and how to apply it.
- iii. Pesticides must be applied according to the methods, rates and precautions described on the manufacturer's label.
- iv. The Project Manager must provide the Contractor with the approval to apply pesticides. The Contractor must notify the Project Manager at least 3 days prior to the application of a pesticide.
- v. Pesticide applications must be stopped immediately if it is determined that the application poses a risk to the safety of the public or property.



5.5. Weed control in paved areas

- i. All paved areas, cracks and expansion joints must be free from weeds or plant growth at all times (the paved areas include the tennis court, pool deck, all roads, sidewalks and curbs).
- ii. Weeds in pavement can be removed manually or treated with the approved herbicide and the dead vegetation removed.

5.6. Maintenance of common areas

- i. The Contractor must maintain common areas in a clean condition, free of debris, and other potentially hazardous situations (the common areas include the tennis court, pool terrace, and the terrace between chalet 3 and chalet 4).
- ii. Contractor must use a broom or a leaf blower to remove dirt and debris from paved surfaces.
- iii. The Contractor must empty the ashes from the chimney, between chalet 3 and chalet 4, on a monthly basis.

5.7. Maintenance of street lamps and security lights

- i. The Contractor must change all burned bulbs on streetlights and security lights on the complex upon receipt of the safety officer's notice.
- ii. By conducting their night patrols, the embassy security officers will identify the bulbs that need to be replaced and report each one of them to the Contractor.
- iii. The embassy must supply all the required bulbs.

6. As-and-when-requested Services

This section of the SOW involves landscaping and grounds maintenance tasks that the Canadian Embassy can not specify in advance, and which include but are not limited to:

- i. Landscaping of areas damaged by construction / maintenance projects, vehicle traffic, special events, and weather conditions;
- ii. General landscaping tasks not planned for in the scheduled services for special events or parties; and
- iii. Other grounds maintenance tasks of an unpredictable nature.

7. Quality Assurance

The Contractor must institute a quality assurance and quality control program, including providing monthly reports to the Project Manager. Any quality assurance inspection report that indicates that any part of the work is performing below the quality standards must result in corrective action being taken by the Embassy.

7.1. Quality standards

- i. The Contractor must take the utmost care for the safety of all outdoor plants (trees, shrubs, grass, etc.), in accordance with professional standards, guidelines for landscaping, horticulture and land maintenance. However, in case of deterioration of plants for reasons beyond the control of the Contractor, these plants must be replaced by the Contractor and following approval by the Project Manager.



- ii. The Contractor must, upon request, provide a complete written declaration of the origin, composition and / or manufacturer's name of all materials supplied for landscaping and maintenance work. The Contractor must also provide, upon request, samples of materials of the products for the purpose of testing.
- iii. The Contractor must store and handle all chemicals, manure and fertilizers in a safe and responsible manner.
- iv. Defects that cannot be corrected immediately must be verbally reported as soon as possible to the Project Manager.
- v. The Contractor must comply with the rules and regulations that the Embassy may undertake or adopt at any time for the maintenance, protection and administration of the premises.

7.2. Inspection

The Contractor must supervise its personnel and perform a regular inspection of the work in accordance with this Statement of Work. The Project Manager may also complete routine and random inspections, and report any deficiencies to the Contractor that must be corrected within a reasonable period of time as approved by the Project Authority.

8. Contractor's personnel

8.1. Site manager

- i. The Site Manager (possibly the contractor or the company manager) is responsible for ensuring the execution of this contract in accordance with the technical specifications described in the Statement of Work
- ii. The Site Manager is responsible for the organization of the services, the methodology and the schedule of the intended tasks.
- iii. The Site Manager must ensure the quality of work by visiting the premises and control possible equipment failures.
- iv. The Site Manager must make sure of the existence on site of the maintenance products and various supplies and the possible absences of the personnel and must undertake all the necessary measures to remedy the noticed defects
- v. The Site Manager must answer and satisfy the immediate needs and must make every effort to achieve for the good execution of the services (level of work, supply, transfer, etc.).
- vi. The Site Manager represents the interests of the Contractor in all matters relating to work performance under this Contract.
- vii. The Site Manager must speak fluently in French and have the ability to understand and communicate effectively in English with the Mission Property Officer and other Embassy staff.

8.3. On-Site Supervisor

- i. At a minimum, the Contractor must assign one On-site Supervisor to direct all of its personnel and maintenance operations.
- ii. The On-site Supervisor must remain on site during working hours. The On-site Supervisor is the chief representative of the Contractor during this period of time.
- iii. The On-site Supervisor must represent the interests of the Contractor regarding all matters relating to work performance under this Contract.
- iv. The On-site Supervisor must speak a fluent French to communicate effectively with the Project Manager and other Embassy staff.



- v. In the event of absence, to avoid of absenteeism, the Contractor must provide a substitute On-site Supervisor who has qualifications similar to those required for the On-site Supervisor.
- vi. The On-site Supervisor must be available for phone calls during working hours.

8.3. Key personnel of the Contractor

The Contractor must provide the Project Manager with a list of names and cell phone numbers of the key personnel who will be responsible for fulfilling the requirements of this Contract no later than fifteen (15) days prior to the starting date of the Contract.

8.4. Sufficient resources

The Contractor must provide sufficient manpower and equipment at all times to ensure all Contract requirements are met in a timely manner. At any time during the term of the Contract, if the Project Manager determines that the work is not performed in a timely manner or that the work is deficient, the Contractor is required to increase the manpower levels and / or equipment to correct irregularities without additional cost to the Embassy.

8.5. Conduct

The Contractor's employees must at all time while being on the work site, whether on duty or not, behave in a professional, orderly and secure manner. Lack of respect, disputes, being under the influence of alcohol and / or drugs or bringing and / or consumption of alcohol and / or drugs, gambling, solicitation, theft, and any immoral or otherwise undesirable conduct shall not be allowed on the work site. If an employee of the Contractor engages in such conduct at work, he or she shall be immediately expelled from the Embassy.

8.6. Uniforms

- i. All of the Contractor's personnel, including the Site Manager, On-site Supervisor, and sub-contractors, must at all times while working at the Embassy wear a distinctive corporate uniform, previously approved by the Project Manager.
- ii. The Site Manager and On-site Supervisor's uniforms must be clearly different from the employees'.
- iii. The Contractor's name must be easily identifiable on the uniform and affixed to it in a permanent or semi-permanent manner such as a badge or a monogram. Any combination of colours may be used for uniforms.
- iv. These uniforms must be provided and maintained by the Contractor at no cost to the Embassy of Canada. As part of their uniform, the Contractor's employees must visibly display identification badges.

8.7. Constraints:

- i. Currently, parking is available on the Embassy grounds. This privilege might be suspended for service reasons. Any vehicle is subject to search, in case of access authorization.
- ii. Smoking is permitted only in reserved areas outside specific buildings, and is only permitted during breaks. Outside these areas and periods, smoking is strictly prohibited.



- iii. The Contractor's equipment must have an acceptable noise level (frequency, intensity and duration as per the [Canadian Centre for Occupational Health and Safety - https://www.ccohs.ca/oshanswers/phys_agents/exposure_can.html](https://www.ccohs.ca/oshanswers/phys_agents/exposure_can.html)).

9. Space for the Contractor

- i. The Embassy shall provide space for the Contractor to use on-site to store machinery, equipment and supplies;
- ii. To facilitate the fulfilment of the requirements of this Statement of Work, the Embassy shall provide the Contractor with space to compost and grow plants, shrubs and trees near SQ86.
- iii. The Contractor must maintain its designated area in a clean and secure condition at all times, free of debris, odours, fire hazards and other potentially hazardous situations.
- iv. The Contractor must establish and maintain the security of his storage area, equipment and materials.
- v. The Contractor is not allowed to store material that is not related to this Contract.

10. General

Unless otherwise indicated, the Embassy shall provide the following resources to the Contractor at no cost. These resources must be used by the Contractor to fulfil the requirements of the Contract:

- i. Access to dumpsters for waste generated by the Contract.
- ii. Electricity for power tools: The Contractor must maintain in a good working condition all public service points that it uses and immediately report to the Project Manager any damage to these public utilities during the performance of the work. In addition, the Contractor must use these service points correctly if it wants to retain access.
- iii. Hot and cold water shall be available on site. No new supply locations or special sources of hot or cold water shall be provided.
- iv. A wood chipper.



ANNEX B – BASIS OF PAYMENT

Name of Bidder: _____

Address: _____

Contact Person: _____

Phone number: (_____) _____ - _____

E-mail: _____

Print Name and Capacity: _____

Signature: _____

Date: _____



INITIAL CONTRACT PERIOD – YEAR 1

Table 1 - Scheduled Services

The Contractor will be paid the following firm all-inclusive monthly price for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays. Prices are in Algerian Dinars (DZD) and do not include taxes.

Initial contract period (Year 1) Scheduled Services				
Description	Firm All-Inclusive Price (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (scheduled)	DZD	Monthly	12	DZD
Evaluated Price of Scheduled Services, Contract Year 1:				DZD

Table 2 - As-and-when-requested Services

The Contractor will be paid the following firm hourly rate for work performed on an as-and-when-requested basis in accordance with the Statement of Work at Annex A, Section 6. Prices are in Algerian Dinars (DZD) and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Initial contract period (Year 1) As-and-when-requested Services (Work described in Section 6, Statement of Work – Annex A)				
Description	Firm Hourly Rate (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (as-and-when-requested)	DZD	Hourly	50*	DZD
Evaluated Price of As-and-when-requested Services, Contract Year 1:				DZD

* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.



INITIAL CONTRACT PERIOD – YEAR 2

Table 3 - Scheduled Services

The Contractor will be paid the following firm all-inclusive monthly price for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays. Prices are in Algerian Dinars (DZD) and do not include taxes.

Initial contract period (Year 2) Scheduled Services				
Description	Firm All-Inclusive Price (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (scheduled)	DZD	Monthly	12	DZD
Evaluated Price of Scheduled Services, Contract Year 2:				DZD

Table 4 - As-and-when-requested Services

The Contractor will be paid the following firm hourly rate for work performed on an as-and-when-requested basis in accordance with the Statement of Work at Annex A, Section 6. Prices are in Algerian Dinars (DZD) and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Initial contract period (Year 2) As-and-when-requested Services (Work described in Section 6, Statement of Work – Annex A)				
Description	Firm Hourly Rate (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (as-and-when-requested)	DZD	Hourly	50*	DZD
Evaluated Price of As-and-when-requested Services, Contract Year 2:				DZD

* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.



OPTION PERIOD 1

Table 5 - Scheduled Services

The Contractor will be paid the following firm all-inclusive monthly price for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays. Prices are in Algerian Dinars (DZD) and do not include taxes.

Option period 1 Scheduled Services				
Description	Firm All-Inclusive Price (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (scheduled)	DZD	Monthly	12	DZD
Evaluated Price of Scheduled Services, Option Period 1:				DZD

Table 6 - As-and-when-requested Services

The Contractor will be paid the following firm hourly rate for work performed on an as-and-when-requested basis in accordance with the Statement of Work at Annex A, Section 6. Prices are in Algerian Dinars (DZD) and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Option period 1 As-and-when-requested Services (Work described in Section 6, Statement of Work – Annex A)				
Description	Firm Hourly Rate (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (as-and-when-requested)	DZD	Hourly	50*	DZD
Evaluated Price of As-and-when-requested Services, Option Period 1:				DZD

* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.



OPTION PERIOD 2

Table 7 - Scheduled Services

The Contractor will be paid the following firm all-inclusive monthly price for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays. Prices are in Algerian Dinars (DZD) and do not include taxes.

Option Period 2 Scheduled Services				
Description	Firm All-Inclusive Price (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (scheduled)	DZD	Monthly	12	DZD
Evaluated Price of Scheduled Services, Option Period 2:				DZD

Table 8 - As-and-when-requested Services

The Contractor will be paid the following firm hourly rate for work performed on an as-and-when-requested basis in accordance with the Statement of Work at Annex A, Section 6. Prices are in Algerian Dinars (DZD) and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Option Period 2 As-and-when-requested Services				
Description	Firm Hourly Rate (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (as-and-when-requested)	DZD	Hourly	50*	DZD
Evaluated Price of As-and-when-requested Services, Option Period 2:				DZD

* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.



OPTION PERIOD 3

Table 9 - Scheduled Services

The Contractor will be paid the following firm all-inclusive monthly price for work performed in accordance with the Statement of Work at Annex A. Does not include Statutory Holidays. Prices are in Algerian Dinars (DZD) and do not include taxes.

Option Period 3 Scheduled Services				
Description	Firm All-Inclusive Price (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (scheduled)	DZD	Monthly	12	DZD
Evaluated Price of Scheduled Services, Option Period 3:				DZD

Table 10 - As-and-when-requested Services

The Contractor will be paid the following firm hourly rate for work performed on an as-and-when-requested basis in accordance with the Statement of Work at Annex A, Section 6. Prices are in Algerian Dinars (DZD) and do not include taxes. The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

Option Period 3 As-and-when-requested Services (Work described in Section 6, Statement of Work – Annex A)				
Description	Firm Hourly Rate (A)	Unit of Measure	Estimated Usage (B)	Extended Price (A x B)
Landscaping and ground maintenance services (as-and-when-requested)	DZD	Hourly	50*	DZD
Evaluated Price of As-and-when-requested Services, Option Period 3:				DZD

* Estimates are provided for evaluation purposes only and are not a guarantee of any services required. Actual usage may vary from these amounts.



Total Estimated Cost

Initial contract period (Year 1) Scheduled Services	DZD
Initial contract period (Year 1) As-and-when-requested Services	DZD
Initial contract period (Year 2) Scheduled Services	DZD
Initial contract period (Year 2) As-and-when-requested Services	DZD
Option period 1 Scheduled Services	DZD
Option period 1 As-and-when-requested Services	DZD
Option Period 2 Scheduled Services	DZD
Option Period 2 As-and-when-requested Services	DZD
Option Period 3 Scheduled Services	DZD
Option Period 3 As-and-when-requested Services	DZD
TOTAL	DZD

ANNEX C – SECURITY REQUIREMENTS CHECK LIST (SRCL)



Government of Canada / Gouvernement du Canada

Contract Number / Numéro du contrat 18-142775
Security Classification / Classification de sécurité UNCLASSIFIED

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

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



PART A (continued) / PARTIE A (suite)

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

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate? No / Non Yes / Oui
Short Title(s) of material / Titre(s) abrégé(s) du matériel :
Document Number / Numéro du document :

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

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

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

Special comments:

Commentaires spéciaux : _____

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.

REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

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

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

INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS

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

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

PRODUCTION

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

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

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

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



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

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

SUMMARY CHART / TABLEAU RÉCAPITULATIF

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

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

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

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

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