



**CANADA'S REPRESENTATIVE**

Claude Raymond  
MISSION PROCUREMENT – AAO  
125 SUSSEX DRIVE  
OTTAWA, ONTARIO, CANADA, K1A 0G2

Email: [internationalproposals@international.gc.ca](mailto:internationalproposals@international.gc.ca)

**Request for Proposal (RFP)**

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

<b>Title</b> Landscaping Services to the Embassy of Canada to Switzerland	
<b>Solicitation no.</b> 22-195933	<b>Date</b> March 03, 2022
<b>Proposal Delivery</b>  In order for the proposal to be valid, it must be received no later than 2 pm EDT (Ottawa, Ontario time) on April 4, 2022. This date is referred to herein as the "Closing date".  Only electronic copies will be accepted and received at the following email address:  <a href="mailto:internationalproposals@international.gc.ca">internationalproposals@international.gc.ca</a>  Solicitation #: 22-195933	
<b>Offer to: Department of Foreign Affairs, Trade and Development Canada</b>  <b>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 and services listed herein and on any attached sheets at the price(s) set out therefor.</b>  <b>Name and title of person authorized to sign on behalf of the supplier.</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION..... 4**

1.1 INTRODUCTION..... 4

1.2 SUMMARY ..... 4

1.3 CONTRACT DOCUMENT ..... 5

1.4 INTERPRETATION..... 5

**PART 2 - BIDDER INSTRUCTIONS ..... 6**

2.1 LANGUAGE OF BIDS ..... 6

2.2 REFERENCE CLAUSES..... 6

2.3 STANDARD INSTRUCTIONS ..... 6

2.4 SUBMISSION OF BIDS..... 7

2.5 SITE VISIT AND BIDDERS' CONFERENCE – MANDATORY ..... 8

2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS ..... 9

2.7 APPLICABLE LAWS ..... 10

2.8 ENTIRE REQUIREMENT ..... 10

2.9 DEBRIEFINGS..... 10

2.10 CHALLENGES..... 10

2.11 NO PROMOTION OF BIDDERS INTEREST..... 10

2.12 LEGAL CAPACITY ..... 10

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT ..... 11

**PART 3 - BID PREPARATION INSTRUCTIONS ..... 12**

3.1 BID PREPARATION INSTRUCTIONS..... 12

3.2 TECHNICAL BID INSTRUCTIONS ..... 12

3.3 FINANCIAL BID INSTRUCTIONS ..... 12

3.4 FIRM PRICE ..... 12

3.5 FIRM HOURLY RATES..... 13

3.6 CERTIFICATIONS ..... 13

**ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 14**

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 17**

4.1 EVALUATION AND SELECTION ..... 17

4.2 TECHNICAL EVALUATION..... 17

4.3 BASIS OF SELECTION..... 17

**ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA ..... 18**

**PART 5 - RESULTING CONTRACT CLAUSES..... 21**

5.1 DEFINITIONS ..... 21

5.2 PRIORITY OF DOCUMENTS..... 21

5.3 AUTHORITIES AND COMMUNICATION ..... 22

5.4 STANDARD CLAUSES AND CONDITIONS ..... 23

5.5 GENERAL CONDITIONS..... 23

5.6 ENTIRE AGREEMENT..... 24

5.7 APPLICABLE LAWS ..... 24

5.8 NUMBER AND GENDER ..... 24

5.9 POWERS OF CANADA / STATE IMMUNITY ..... 24

5.10 TIME OF THE ESSENCE ..... 24

5.11 EXCUSABLE DELAY ..... 24

5.12 SEVERABILITY ..... 25

5.13 SUCCESSORS AND ASSIGNS ..... 25

5.14 SURVIVAL ..... 25

5.15 PERFORMANCE OF THE WORK ..... 25

5.16 CERTIFICATIONS ..... 27

5.17 HEALTH AND SAFETY ..... 28

5.18 PAYMENT TERMS ..... 28

5.19 SUSPENSION AND INFRACTION ..... 29

5.20 INSURANCE TERMS..... 30

5.21 GOVERNANCE AND ETHICS..... 30

5.22 DISPUTE RESOLUTION..... 31

**ANNEX A - STATEMENT OF WORK..... 32**



**ANNEX B - BASIS OF PAYMENT ..... 40**  
**ANNEX C – INSURANCE ..... 46**  
**ANNEX D - COVID-19 VACCINATION REQUIREMENT CERTIFICATION ..... 48**  
**ANNEX E - SECURITY REQUIREMENTS CHECK LIST (SRCL) ..... 50**



## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

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

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

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

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Insurance (Annex C), Covid-19 Vaccination Requirement Certification (Annex D), Security Requirements Check List (Annex E).

### 1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Embassy of Canada to Switzerland, of the Department of Foreign Affairs, Trade and Development (DFATD) to provide landscaping services as described in the Statement of Work (Annex A).
- 1.2.2 The Work is to be performed from the contract award date tentatively set for May 01, 2022, for a period of two 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 additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 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](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.
- 1.2.4 The requirement may be subject to the provisions of the:
  - Canadian Free Trade Agreement (CFTA)
  - Canada - Chile Free Trade Agreement
  - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
  - Canada - Columbia Free Trade Agreement
  - Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
  - Canada - Honduras Free Trade Agreement
  - Canada - Korea Free Trade Agreement
  - Canada - Panama Free Trade Agreement



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

### 1.3 CONTRACT DOCUMENT

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 INTERPRETATION

In this document, unless the context otherwise requires:

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

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

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

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

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 LANGUAGE OF BIDS

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

### 2.2 REFERENCE CLAUSES

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

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

**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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25) (2020-05-28) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25), are incorporated by reference into and form part of the bid solicitation.

**2.3.2** Except in the case of "PWGSC's Integrity Database", where referred to, the words "Public Works and Government Services Canada" or "PWGSC" are to be substituted to read "**Foreign Affairs, Trade and Development Canada**" or "**DFATD**"; **all references to facsimile number of "819-997-9776" are deleted**; all references to "**Canada Post epost Connect service**" are deleted; and the words "Contracting Authority" are to be substituted to read "**Canada's Representative**".

#### **2.3.3 Subsection 02 (2020-05-28) Procurement Business Number**

This subsection is deleted in its entirety

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

**Delete:** sixty (60)

**Insert:** one hundred and twenty (120)

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

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

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

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



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

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

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

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

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

## 2.4 SUBMISSION OF BIDS

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

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

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

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

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

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

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

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

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

**It is strongly recommended** that Bidders confirm with Canada's Representative that their complete bid was received. For this same reason, it is recommended that in cases where more



than one (1) e-mail containing documents comprising the quote is submitted, the emails be numbered and the total number of emails sent in response to the RFP also be identified.

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (2020-05-28) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - prepare its bid in accordance with the instructions contained in the RFP;
  - submit by closing date and time a complete bid;
  - send its bid only to the address specified on page 1 of the RFP;
  - ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
  - provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.

## **2.5 SITE VISIT AND BIDDERS' CONFERENCE – MANDATORY**

- **Site visit**

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at the Embassy of Canada located at: Kirchenfeldstrasse 88, 3005 Bern, Switzerland on March 10, 2022 and will begin at 10 am Bern time, in Switzerland.

Bidders must comply with all prevention and infection control measures put in place by the Canadian mission including, but not limited to, practicing physical distancing, using personal protective equipment (PPE) as necessary, etc.

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





- **Teleconference**

It is mandatory that the Bidder or a representative of the Bidder attend the conference on March 10, 2022. Bidders mandatory virtual conference will be held via Webex application, and will begin at 2pm Bern time, in Switzerland.

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

Bidders are requested to confirm their attendance with Canada's Representative no later than 2 working days before the site visit and conference 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 and conference.

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

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

Please note, any travel and other costs associated with attending a Bidders' conference and site visit form part of "Bid Costs" as per 2003 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, and will not be reimbursed by Canada.

## **2.6 COMMUNICATIONS, ENQUIRIES, COMMUNICATIONS, SUGGESTED IMPROVEMENTS**

- 2.6.1** All enquiries and suggested improvements must be submitted in writing only to Canada's Representative, identified on page 1 of the solicitation, no later than ten 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](#); 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](#); 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 [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 BID PREPARATION INSTRUCTIONS

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

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

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

**Section I:** to be labeled "**Technical Bid**";

### 3.2 TECHNICAL BID INSTRUCTIONS

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

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

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

**Section II:** to be labeled "**Financial Bid**";

### 3.3 FINANCIAL BID INSTRUCTIONS

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

### 3.4 FIRM PRICE

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



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

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

### **3.5 FIRM HOURLY RATES**

**3.5.1** Bidders must quote Hourly Rates in Swiss franc (CHF) on the attached form Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).

**3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.

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

**Section III: to be labeled "Certifications":**

### **3.6 CERTIFICATIONS**

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



## 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.

**A2.5 SACC MANUAL CLAUSE A3080T – COVID-19 VACCINATION REQUIREMENT**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The successful Bidder must ensure that the COVID-19 Vaccination Requirement Certification (Annex D) is true and accurate for the entire duration of the contract.

**CERTIFICATION STATEMENT**

By completing, signing and submitting this attachment, 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 evaluation criteria.
- 4.1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

### **4.2 TECHNICAL EVALUATION**

Mandatory technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

### **4.3 BASIS OF SELECTION**

Basis of selection – Mandatory Technical Criteria

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



## 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	Instructions for proposal preparation	Yes / No	Reference / Comments
M1	<p><b>Bidder's Corporate experience</b></p> <p>The Bidder must demonstrate that he has three (3) years of experience in providing gardening and landscaping maintenance services within the last five (5) years preceding the closing date of the bid solicitation, similar to those listed in Annex A, Statement of Work.</p> <p>Services of similar size and scope are defined as follows:</p> <p>(a) a minimum period of twelve (12) consecutive months in duration;</p> <p>(b) provided to an international organization, diplomatic mission or private property.</p>	<p>The following information must be provided for each work experience:</p> <p>(a) name of the company, organization or diplomatic mission;</p> <p>(b) location (city, country);</p> <p>(c) a brief description of the work</p> <p>(d) the start and end dates of the work (e.g. month/year).</p> <p>The Bidder must provide references for each work experience. The reference information should include:</p> <p>(e) Name of the company</p> <p>(f) Reference name and title</p> <p>(g) E-mail address</p> <p>(h) Telephone number</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		
M2	<p><b>Experience of the proposed contact person</b></p> <p>The proposed contact person must:</p> <p>(a) have two (2) years of experience within the last five (5) years preceding the closing date of the solicitation in managing garden and landscaping services.</p> <p>(b) be fluent in French or German or English.</p>	<p>For the proposed contact person, the Bidder must submit a detailed curriculum vitae.</p> <p>The Bidder must provide a reference for each employer where the mandatory two (2) years of experience was gained. The reference information should include:</p> <p>(a) Name of the company</p> <p>(b) Reference name and title</p> <p>(c) E-mail address</p> <p>(d) Telephone number</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		



Mandatory Technical Criteria				
N°	Mandatory technical criteria	Instructions for proposal preparation	Yes / No	Reference / Comments
M3	<p><b>Experience of the proposed gardener</b></p> <p>The proposed gardener must:</p> <p>(a) have one (1) year experience within the last five (5) years preceding the closing date of the bid solicitation in performing professional gardening work that meets the requirements described in the Statement of Work;</p> <p>(b) have experience in the use of commercial gardening equipment and tools; and</p> <p>(c) be able to communicate in German or English or French.</p>	<p>For the proposed gardener, the Bidder must submit a detailed curriculum vitae.</p> <p>The Bidder must provide a reference for each employer where the mandatory one (1) year of experience was gained, including the experience with commercial gardening equipment and tools. The reference information should include:</p> <p>(a) Name of the company (b) Reference name and title (c) E-mail address (d) Telephone number</p> <p>References may be contacted to verify the validity of the information provided by the Bidder.</p>		
M4	<p><b>The location of the office</b></p> <p>The Bidder must demonstrate that the company has an office located within a 50-kilometre radius of:</p> <p>Embassy of Canada Kirchenfeldstrasse 88 CH-3005 BERN</p>	<p>The Bidder must provide their office address.</p>		



Mandatory Technical Criteria				
N°	Mandatory technical criteria	Instructions for proposal preparation	Yes / No	Reference / Comments
M5	The Bidder must demonstrate that it is able to meet the requirements described in the Statement of Work to supply and use environmentally-friendly gardening products and materials for gardening purposes in the embassy premises throughout the duration of the Contract.	<p>The Bidder must provide a signed statement which attests that:</p> <ul style="list-style-type: none"> <li>(a) All products used for gardening purposes by the Bidder at the Embassy of Canada in Bern, Switzerland, will bear an <a href="https://ec.europa.eu/environment/gpp/pdf/criteria/gardening.pdf">ecolabel accepted in Switzerland and the EU</a> (<a href="https://ec.europa.eu/environment/gpp/pdf/criteria/gardening.pdf">https://ec.europa.eu/environment/gpp/pdf/criteria/gardening.pdf</a>) or be clearly identified as safe for the environment;</li> <li>(b) The Bidder agrees to periodic verifications, performed by the Project Authority, at its sole discretion and without notice, to ensure the products used in the performance of the Contract bear the ecolabel or are otherwise labelled safe for the environment; and</li> <li>(c) Any product deemed not to meet the Project Authority's environmental standards will be replaced by an equivalent product which does, at the Bidder's sole expense within a period of time approved by the Project Authority.</li> </ul> <p><b>This statement must be signed and dated by the Bidder.</b></p>		



## PART 5 - RESULTING CONTRACT CLAUSES

### 5.1 DEFINITIONS

In the Contract, unless the context otherwise requires:

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

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

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

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

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

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

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

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

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

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

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

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

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

### 5.2 PRIORITY OF DOCUMENTS

The Parties agree to be bound by the following documents:

- (a) Articles of Agreement;
- (b) General Conditions [2035](#) (2021-12-02);



- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Insurance (Annex C)
- (f) Covid-19 vaccination requirement certification (Annex D)
- (g) Security Requirements Check List (Annex E);
- (h) Contractor's bid dated *yyyy-mm-dd*. (*Inserted at Contract award*)

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

### 5.3 AUTHORITIES AND COMMUNICATION

#### 5.3.1 Canada's Representative

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

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

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

#### 5.3.2 Project Authority

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

Name:  
Title:  
Department of Foreign Affairs, Trade and Development  
Directorate:  
Address:  
Telephone:  
E-mail address:

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

#### 5.3.3 Communication and Notices

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



#### 5.3.4 Management of the Contract

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

#### 5.3.5 Contractor's Representative

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

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

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

#### 5.3.6 Amendment

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

#### 5.3.7 Assignment

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

### 5.4 STANDARD CLAUSES AND CONDITIONS

All clauses and conditions identified in the Contract by number, date and title are set out in the [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](#) (2021-12-02) *General Conditions - Higher Complexity - Services*, apply to and form part of the Contract.



## 5.6 ENTIRE AGREEMENT

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

## 5.7 APPLICABLE LAWS

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

## 5.8 NUMBER AND GENDER

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

## 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;
- 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 PERFORMANCE OF THE WORK**

### **5.15.1 Description of Work**

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

### **5.15.2 Period of the Contract**

The period of the Contract is from \_\_\_\_\_ to \_\_\_\_\_ inclusive. (*inserted at contract award*).

### **5.15.3 Option to Extend the Contract**

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to 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 at Annex B.

### **5.15.4 Exercise of Option to Extend**

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



#### 5.15.5 Independent Contractor

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

#### 5.15.6 Conduct

The Contractor must:

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

#### 5.15.7 Assigned Individuals

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

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

#### 5.15.8 Resources

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

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

#### 5.15.9 Replacements

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

#### 5.15.10 Compliance with Local Law

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



### 5.15.11 Inspection and Acceptance

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

### 5.15.12 Security Requirements

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

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

### 5.15.13 Green Procurement

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

## 5.16 CERTIFICATIONS

Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with



any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## **5.17 HEALTH AND SAFETY**

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

## **5.18 PAYMENT TERMS**

### **5.18.1 Basis of Payment**

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

### **5.18.2 Limitation of Price**

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

### **5.18.3 Method of Payment – Monthly Payments**

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

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

### **5.18.4 Audit**

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



### 5.18.5 Invoicing Instructions

#### 5.18.5.1 The Contractor must ensure that each invoice it provides to Canada

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

#### 5.18.5.2 By submitting an invoice, the Contractor certifies in each case that the invoice is consistent with the Work delivered and is in accordance with the Contract.

### 5.18.6 Discrepancies

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

### 5.18.7 Termination Payments

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

### 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 – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

## 5.21 GOVERNANCE AND ETHICS

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

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

### 5.21.2 Incapacity to Contract with the Government

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

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against Her Majesty) or section 154.01 (Fraud against Her Majesty) of the Canadian Financial Administration Act (R.S.C. 1985, c. F-11); or
- (b) section 121 (Frauds on the government and Contractor subscribing to election fund), section 124 (Selling or Purchasing Office), section 380 (Fraud) for fraud committed against Her Majesty or section 418 (Selling defective stores to Her Majesty) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (c) section 462.31 (Laundering proceeds of crime) or sections 467.11 to 467.13 (Participation in activities of criminal organization) of the Criminal Code of Canada (R.S.C. 1985, c. C-46); or
- (d) section 45 (Conspiracies, agreements or arrangements between competitors), 46 (Foreign directives) 47 (Bid-rigging), 49 (Agreements or arrangements of federal financial institutions), 52 (False or misleading representation), 53 (Deceptive notice of winning a prize) under the Canadian Competition Act (R.S.C. 1985, c. C-34); or



- (e) section 239 (False or deceptive statements) of the Canadian Income Tax Act (R.S.C., 1985, c. 1 (5th Supp.)); or
- (f) section 327 (False or deceptive statements) of the Canadian Excise Tax Act, (R.S.C., 1985, c. E-15); or
- (g) section 3 (Bribing a foreign public official) of the Canadian Corruption of Foreign Public Officials Act (S.C. 1998, c. 34); or
- (h) section 5 (Trafficking in substance), section 6 (Importing and exporting), or section 7 (Production of substance) of the Canadian Controlled Drugs and Substance Act (S.C. 1996, c. 19); or
- (i) any provision under the local law having a similar effect to the above-listed provisions.

### 5.21.3 Anti-Terrorism

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

## 5.22 DISPUTE RESOLUTION

### 5.22.1 Discussion and Negotiation

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

### 5.22.2 Procurement Ombudsman

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



## ANNEX A - STATEMENT OF WORK

**Title:**

Landscaping and Grounds Maintenance services to the Embassy of Canada to Switzerland.

### 1. BACKGROUND

The Embassy of Canada to Switzerland is soliciting proposals for commercial landscaping and grounds maintenance services for the property described below.

The Embassy of Canada is located at Kirchenfeldstrasse 88, 3005 Bern, Switzerland.

The Chancery's garden surrounding the building is estimated to be around 3000 square meters. It is mostly situated at the back of the building, including a landscaped garden, and some planted areas located at the front and surroundings of the building.

The landscaped area of the garden adheres to a care and maintenance plan recommended by the Office for Conservation of Garden Monuments in Zürich.

The contractor will be required to provide routine garden and maintenance services of the Chancery grounds and undertake non-routine tasks upon written instructions from the Property Manager.

### 2. OBJECTIVES:

The objective of the requirement is to provide landscaping and grounds maintenance services without interruption at the Chancery grounds in Bern, Switzerland as per industry standards and best practices, thus maintaining the appearance and health of the grounds and the representational image of Canada in Switzerland. The contractor shall also comply with the care and maintenance plan recommended by the Office for Conservation of Garden Monuments in Zürich. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

### 3. SCOPE OF WORK

The contractor will provide regular, seasonal and special maintenance of the gardens and surroundings of the Chancery. More specifically, regular maintenance includes the basic grounds maintenance, seasonal maintenance includes the semi-annual maintenance of the grounds at the beginning and at the end of each year's growing season (Spring and Autumn), whereas special maintenance includes the care plan as prescribed by the Office for Conservation of Garden Monuments in the landscaped area of the garden. Included in the contract will be services for occasional heavy works and specialized care that are normally beyond the basic grounds maintenance responsibility.

### 4. TASK/REQUIREMENTS

This section covers the detailed requirements in terms of grounds maintenance services. It is intended to provide guidelines for the work that is to be performed and is not intended to be an exhaustive list of instructions.





## 5. SERVICES

### 5.1 Regular services

The Contractor shall carry the following tasks out to the satisfaction of the Embassy Representative.

The Chancery grounds maintenance work must be conducted with respect to the local weather and climatic conditions as well as the species, types and growth rate of the plants and bushes located in the garden as well as at the entrance of the Embassy. Maintenance of trees is under the responsibility of the landlord, therefore excluded from this contract.

The maintenance work must comply with all widely-accepted techniques and in accordance with the environmental and general standards of the gardening trade.

The following tasks are to be performed whenever required according to the specific seasons and weather conditions as defined below:

**Timeline:** April 1<sup>st</sup> to October 31<sup>st</sup> – at least once a week depending on weather conditions  
November 1<sup>st</sup> to March 31<sup>st</sup> – at least twice a month.

#### 5.1.1 Routine maintenance of Chancery garden

April – October

- a) Mowing the lawn.
- b) Trimming of hedges and bushes.
- c) Watering all garden plants and grasses.
- d) Applying approved organic fertilizers and organic pest control/insecticides.
- e) Replanting and maintenance of roses and other plants, including seasonal flowers in pots.
- f) Removal of weeds, wild shrubs and dead plants.
- g) Blowing and removal/disposal of fallen leaves.
- h) Collection and removal/disposal of green wastes.
- i) Cleaning the entrance, walkways, driveway, backyard and surrounding areas from leaves and debris.
- j) November - March
- k) Preparing plants for winter (for example, covering with branches if necessary).
- l) Collecting and removing/disposal of green wastes.

#### 5.1.2 Special maintenance of landscaped garden as required by the office for conservation of garden monuments

##### Lawn

- a) To be executed in spring or autumn, depending on conditions.
- b) Mow the lawn every 1.5 – 2 weeks depending on the time of the year and type of cut, adopting about 16-18 cuts vertically in criss-cross pattern.
- c) Provide and apply long-life organic fertilization twice (2X) a year.
- d) Control lawn weeds according to agreement and condition.
- e) Water as required.
- f) Clean, load and remove green waste and debris from work site

##### Plant beds/borders

- a) Maintain shrub borders between the stairs in accordance with the recommendation of the Office for Conservation of Garden Monuments.
- b) Provide and apply long-life organic fertilization (1X) a year.
- c) Supply and apply organic slug pellets.
- d) Water as required
- e) Clean, load and remove green waste and debris from work site



### **Yew hedges**

- a) Provide and apply organic, long-term fertilization once (1X) a year.
- b) Weed out as needed
- c) Water as required
- d) Cut in exact shape once (1x) a year
- e) Clean, load and remove green waste and debris from work site

### **Round gravel**

- a) Leaves and the like must be removed regularly with the leaf blower
- b) Mow the grass depending on the season and growth
- c) Weeding out as needed or with special flame equipment.
- d) Use of total herbicide is strictly prohibited!
- e) Clean, load and remove green waste and debris from work site

## **5.2 “as and when required services”**

Other requirements not included in section 0 – 5.1 **Regular services** may be required on an “As-and-When-Required Basis” using a Service Authorization form (SA). The work described must be in accordance with the scope of the Contract.

These services could include, but not limited to:

- a) Removal of snow (by shovel or snow tractor) from porch, entrance and parking spaces and
- b) spreading salt whenever required by weather conditions and taking into account the working hours of the chancery.
- c) Inform Project Authority when pebbles at the entrance ground need to be refilled. Provide pebbles and apply during working hours.
- d) Inform Embassy officials of any garden-related item or object that could represent a potential risk for safety, or need to be repaired or replaced.
- e) Establish a list of perennial plants and flowers, and a recommended planting schedule and submit for approval when requested by the Project Authority.

The list above is not exhaustive. The Contractor should consult with the Property Manager for any other task he seems fit or necessary to restore the grounds to a safe, neat and presentable way.

A request to perform a service will be sent to the contractor by the Project Authority. If the contractor confirms in writing that it is unable to perform the service as a result of other commitments, Canada reserves the right to acquire the required services by other means. The contractor may advise the Project Authority in writing that it is unable to carry out additional services as a result of other commitments and no request to perform “as-and-when-required services” will be sent to the contractor until the contractor has given notice in writing to the Project Authority that it is available to perform the “as and when required services”.

### **SERVICE AUTHORIZATION PROCESS:**

1. The Project Authority will provide the Contractor with a description of the service required using the “Service Authorization” form specified in Attachment 1 to Annex B – Basis of Payment.
2. The Service Authorization (SA) will contain the details of the activities to be performed, a description of the deliverables and the desired timelines for its completion.
3. The Contractor must provide the Project Authority, within 1 business day of its receipt for request that will be identified as urgent and 3 business days of its receipt for others, the total cost for performing the service and a breakdown of that cost, established in accordance with the terms and conditions identified in **Annex B – Basis of Payment** for the “**As-and-When-Required Services**”.



4. The Contractor must not commence work until a SA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a SA has been received will be done at the Contractor's own risk.
5. Once the work will be completed, the Contractor will immediately notify the Project Authority in order for him/her to acknowledge the completion of the work and to perform a quality-control check.

### 5.3 QUALITY STANDARDS

- a) The Contractor must take the utmost care for the safety of all outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance.
- b) The Contractor will be responsible at its own expense for replacing any plants that wither and/or die because of the Contractor's negligence.
- c) Any defects which cannot be corrected immediately must be reported verbally or in writing to the Project Authority within one business day from the detection of the defect.
- d) In case of any failure caused by poor quality materials or products, deficient labour or poor functioning of the equipment during the performance hereof, the Contractor must carry out the appropriate repairs at its own expense and within the instructed time as indicated by the Project Authority.
- e) The Project Authority reserves the right to change rules and regulations for the care, protection and administration of the premises at all times during the contract.
- f) The Project Authority shall have the right to inspect the procedures, methods, equipment and materials utilized by the Contractor in complying with the requirements under this Contract.

### 5.4 WORKSITE EQUIPMENT, TOOLS, MATERIALS, AND SUPPLIES

#### 5.4.1 Provided by the contractor

##### 5.4.1.1 Equipment and tools

- a) The Contractor must supply, operate, and maintain all equipment and tools required for the completion of the Regular Services and the "As-and-When-Required Services" outlined in this SOW in a manner that ensures the health, cleanliness, safety, and appearance of all areas on the grounds. The equipment provided must be of good quality and appropriate to the task and environment.
- b) The Contractor shall ensure that all equipment used to perform the work is in good working condition. The Project Authority reserve the right to have the equipment judged to be unsafe, not suitable or defective. The Contractor is responsible to supply replacement equipment of commercial type.
- c) All horticultural products, materials and equipment to be used by the Contractor for landscaping operations must comply with the safety / toxicity standards in force in Switzerland. All products used must be organic.

Such equipment and tools can include, but are not limited to:

- mechanized commercial lawn mowers, trimmers;
- manual lawn mowers;
- leaf blowers;
- wheel barrows;
- telescopic pruning shears;



- power washer and attachments;
- approved pesticide pump and sprayer;
- fuel for all equipment.
- all hand tools (rakes, shovels, ladders etc.),
- any other materials needed to perform the work that might not be listed here.

#### 5.4.1.2 Materials and supplies

- a) The Contractor is responsible for the provision of soils, organic fertilizers, plants/flowers and other consumables.
- b) The cost of products and equipment must be borne entirely by the Contractor. A list of products commonly used by the tenderer will be attached.
- c) For emphasis and greater clarity, all products supplied must be organic in origin and mechanism of operation.

Note that:

- a) The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner and in accordance with Health and Safety legislation in Switzerland;
- b) The Embassy will not be responsible for damage to the Contractor's supplies, material, or equipment, or to the personal belongings of the employees of the Contractor, when brought or left onsite at the Chancery.

#### 5.4.2 Provided by the embassy

##### 5.4.2.1 Facilities and Services

1. Water and electricity for onsite activities;

#### 5.5 SCHEDULE OF OPERATIONS

Unless specified otherwise, the grounds maintenance operations must be provided between the following days and times.

- a) Regular Hours:

Monday to Thursday from 8.00 AM to 5.00 PM and

Friday from 8.00 AM to 1.30 PM.

In case the weather conditions or exceptional circumstances do not allow for work to take place on the dates or within times stipulated, the Contractor will amend / re-schedule the work accordingly, provided the Property Manager is aware and in agreement.

In an effort to prevent excessive noise, machinery will only be used after 08:00 am.

Any other requirements for accessing the site outside these hours will require prior approval by the Project Authority.

- b) Statutory holidays:

The Contractor shall find the Embassy holiday schedule on the Embassy's website at <https://www.canadainternational.gc.ca/switzerland-suisse/contact-contactez.aspx?lang=eng>. This schedule will be updated at the latest two weeks before the end of each calendar year. On days when the Embassy is closed, the Contractor shall neither schedule nor provide any services.



## 5.6 CONTRACTOR'S PERSONNEL

- a) The Contractor will appoint a contact person who will supervise their staff and perform regular inspection of the work in accordance with the contract.
- b) The Contractor shall provide knowledgeable and qualified personnel to oversee the maintenance of the grass areas, shrubs, gardens, and flowerbeds.
- c) The Contractor will manage the total work effort associated with the services outlined in this contract and ensure adequate and timely completion of these services.
- d) The Contractor will identify one (1) Supervisor who will be responsible for the performance of work and have the authority to represent, and act on behalf of, the Contractor.
- e) The supervisor will act as the point of contact with the Project Authority on all matters related to the requirement and the work undertaken. The name of the Supervisor and an alternate or alternates, who will act for the Contractor when the Supervisor is absent, must be designated in writing to the Embassy no less than 72 hours prior to an intended absence, such as vacation, long-term leave, etc.
- f) The Contractor will provide the number of personnel as it deems necessary to support the requirement outlined in the scope of work.
- g) The Contractor must ensure that assigned supervisor and all staff have the required experience, skills, and competencies to perform landscaping and grounds-maintenance work.
- h) The Contractor must maintain a pool of replacement staff to ensure continuity of services. The Contractor must ensure that arrangements are made for the replacement of staff as soon as it is known that a staff is unable to report to work or has to leave unexpectedly. The Contractor shall notify the Project Authority (or delegates) as soon as possible if there will be any disruptions to service. Replacement staff must meet the same human-resource requirements as regular staff.
- i) If the Contractor fails to provide replacement in a timely manner, any cost incurred by the Project Authority for services required by the Contract will be recovered from the Contractor, or adjusted against any amount due and payable to the Contractor.
- j) The Contractor must ensure that grounds-keeping staff maintain a positive image. The Contractor alone will be responsible for the conduct, behaviour and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case of any misconduct which may or may not involve financial loss or burden to the Project Authority or its occupants, the Contractor alone must take suitable action against such defaulting resources in consultation with the Departmental Representative.
- k) The Contractor will be held financially responsible for loss of Embassy property due to the contracted staff's negligence. In the event that the Project Authority (or delegates) observes deficient performance, the Contractor will receive written notice within 24 hours of the observed breach.
- l) The Contractor must remove or substitute any worker if the Project Authority (or delegates) so directs.
- m) The Contractor will ensure that personnel's appropriate insurances are up-to-date as per Swiss regulations.
- n) The Contractor will ensure that all personnel have necessary documentation to work in Switzerland.

## 5.7 HEALTH AND SAFETY REQUIREMENTS

- a) The Contractor must ensure compliance with all health and safety regulations and measures concerning personnel and fire protection recommended by national codes or prescribed by the appropriate authorities for equipment, habits and work procedures.
- b) Medical Fitness for Duty: The Contractor must ensure that all individuals designated to provide services under this contract are medically capable of safely performing the tasks that are likely to be assigned as part of their duties.
- c) Physical Fitness for Duty: The Contractor must ensure that all individuals designated to provide services under this Contract are capable of facing physical challenges that are required as part of their duties.



- d) The Contractor must ensure that all equipment used to perform the work is in good condition, including periodic testing of equipment on site, in accordance with any requirements arising from Swiss Health and Safety Legislation. The Project Authority reserves the right to decide that a device is unsafe, unsuitable or defective and to remove it from service. The contractor will be required to replace it with appropriate equipment.
- e) The Contractor must provide training to all staff performing work under this contract as per the requirements of Health and Safety legislation in Switzerland.
- f) The Contractor must ensure that at least one of the assigned staff possesses a valid first-aid certification and that first-aid kits are available on site at all times.
- g) The Contractor shall handle all fertilizers and insecticides in a safe and responsible manner.
- h) The Contractor shall acquaint himself with and abide by all regulations for security and safety in place in Switzerland or/and as may be required by the Embassy. In particular, the Contractor shall:
  1. obey all fire regulations
  2. obey all safety regulations
  3. follow COVID-19 Protocols as per Swiss Health regulations

## 5.8 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

The Contractor must provide all staff with uniforms that clearly identify them as employees (e.g. logo) and with personnel protective equipment in accordance with Swiss Health and Safety laws and protocols.

Such uniforms and protective equipment can include, but are not limited to:

- Helmets;
- Gloves;
- Eye protection;
- Ear cuffs;
- High-visibility clothing;
- Safety footwear;
- Safety harnesses;
- Respiratory protective equipment (RPE); and
- First aid kits.

## 6. DELIVERABLES

- a) Following the award of the contract, the Contractor shall immediately undertake to prepare a schedule of operations to be approved by the Property Manager. The schedule of operations is to be prepared on a yearly basis and shall include all required work to be performed as per the conditions stipulated in the contract.
- b) The exact dates and times will be included and approved as part of the schedule of operations
- c) It is expected that the work should be completed in the most efficient way taking into consideration Embassy working hours as indicated in 0 above.
- d) The Contractor must prepare a detailed technical report of activity, state of ground and related systems, and any recommended action beyond the scope of the contract once a year.



**7. LANGUAGE OF WORK**

- a) The Supervisors who will supervise the work of the landscaping staff must communicate verbally and understand written instructions in English or French or German.
- b) The grounds maintenance staff must be able to communicate verbally and understand written instructions in German or English or French.

**8. LOCATION OF THE WORK**

The Embassy of Canada is located at Kirchenfeldstrasse 88, 3005 Bern, Switzerland.



## ANNEX B - BASIS OF PAYMENT

Name of Bidder:	
Address:	
Contact person:	
Phone number:	
E-mail:	
Print name:	
Signature:	
Date: (yyyy-mm-dd)	





**1. Regular Services**

**Firm Monthly Rate**

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

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.

Period	Firm Monthly Rate (CHF) Taxes Excluded	Number of Months	Subtotal (CHF) Taxes Excluded
	(A)	(B)	(C = A x B)
Initial Period (Year 1)		12	
Initial Period (Year 2)		12	
Option 1 (Year 3)		12	
Option 2 (Year 4)		12	
Option 3 (Year 5)		12	
<b>Evaluated price (CHF)</b>			

**2. As and When Requested Services**

As described in **Annex A – Statement of Work** under section **5.1.2 – As and When Requested Services**, upon request of the Project Authority, these services will be paid in accordance with the following two subsections, the **Firm Hourly Rate** and the **Specialized Machinery, Materials and Supplies**;

**a) Firm Hourly Rate**

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.3.1 – Provided by the Contractor** sub-section **5.3.1.1 – Equipment and tools**, fringe benefits, general and administrative expenses, overhead and profit, as applicable.

The contractor will be paid a firm hourly rate as identified in the following **AS AND WHEN REQUESTED SERVICES** table and for the level of effort identified in the **Attachment 1 to Annex B – Service Authorization Form** under section **2.a** for each individual service request. Applicable Taxes are extra.

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option 1, 2 and 3 below to perform all the Work in relation to the contract extension.



AS AND WHEN REQUIRED SERVICES				
Period	Professional Qualified Staff	Firm Hourly Rates (Taxes excluded) (CHF)	*Estimated number of hours per year	Subtotal
		(A)	(B)	(C = A x B)
Initial Period (First Year)	Supervisor		96	
	Labourer		96	
Initial Period (Second Year)	Supervisor		96	
	Labourer		96	
First Option Period	Supervisor		96	
	Labourer		96	
Second Option Period	Supervisor		96	
	Labourer		96	
Third Option Period	Supervisor		96	
	Labourer		96	
Evaluated Price (Taxes excluded) (CHF)				

\*Estimated numbers of hours are used for evaluation purposes and is no guarantee of volume

**b) Specialized Machinery, Materials and Supplies**

Should a specific service request require the utilization of the contractor's owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.3.1** – Provided by the Contractor sub-section **5.3.1.1 – Equipment and Tools** or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the contractor will be paid in accordance with the following two sub-sections, **the Contractor's owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;

**Contractor's owned Specialized Machinery and/or Materials and Supplies**

The Contractor will be paid based on the proposed rates that will be listed in **Attachment 1 to Annex B – Service Authorization Form** under section **2.b** for each individual service request.

The contractor certifies that the price proposed for each items listed on this form is not in excess of the lowest price charged to anyone else, including the contractor's most favoured customer, for the like quality and quantity of the goods, services or both.

**Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**

The Contractor will be reimbursed for these expenses reasonably and properly incurred in the performance of the Work. These expenses will be paid at actual cost without mark-up, upon submission of an itemized statement supported by receipt vouchers.



The Contractor must list these costs in **Attachment 1 to Annex B – Service Authorization Form** under section **2.b** for each individual service request.

**3. Pricing Summary**

Period	Subtotal (CHF) Taxes excluded
Initial Period (Year 1)	
Initial Period (Year 2)	
Option 1 (Year 3)	
Option 2 (Year 4)	
Option 3 (Year 5)	
<b>Subtotal</b>	

TAXES (if applicable)	%	Amount

<b>TOTAL</b>	
--------------	--



**ATTACHMENT 1 TO ANNEX B – SERVICE AUTHORIZATION FORM**

SERVICE AUTHORIZATION FORM					
Contractor's Name and Address: (To be inserted at contract award)		Contract Number:		(To be inserted at contract award)	
		Service Authorization (SA) No.			
<b>1. Required service:</b> (To be completed by the Project Authority)					
<b>a) Service description and expected outcomes</b>					
<b>b) Desired timelines</b>					
Service to be started by:	MM/DD/YY		Service to be completed by:	MM/DD/YY	
	24:00			24:00	
<b>2. Contractor's financial proposal: (To be completed by the contractor)</b>					
<b>a) Firm Hourly Rate</b>					
As per the terms and conditions identified in <b>Annex B – Basis of Payment</b> under section 2 – <b>As and When Required Services</b> , for the work performed in accordance with this Service Authorization Form.					
Type of Resource	Firm Hourly Rate	Quantity of Hours Required		Total Cost (CHF)	
Supervisor	As per Annex B				
Labourer	As per Annex B				
<b>Section a – Total Cost (Taxes extra)</b>					



<b>b) Specialized Machinery and/or Materials and Supplies (if required and if applicable)</b>					
<b>As per the terms and conditions identified in Annex B – Basis of Payment under section 2 – As and When Required Services, for the work performed in accordance with this Service Authorization Form.</b>					
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes excluded)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase?	Total Cost (CHF)
<b>Section b – Total Cost (Taxes excluded)</b>					
<b>Section a – Total Cost + Section b Total Cost</b>					
<b>Taxes (If applicable)</b>					
<b>c) Contractor’s financial proposal Grand Total</b>					
<b>Grand Total (Section a Total + Section b Total + Taxes)</b>					
<b>3. Contractor’s Signature</b>					
Name and title of individual authorized - to sign for the Contractor					
Signature					
Date (MM/DD/YY)					
<b>4. Project Authority’s Approval (To be signed only when all of the above sections have been completed)</b>					
Name of the Project Authority					
Signature					
Date (MM/DD/YY)					



## ANNEX C – INSURANCE

### G2001C (2018-06-21) Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
  - n. All Risks Tenants Legal Liability - to protect the Contractor for liabilities arising out of its occupancy of leased premises.
  - o. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
  - p. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.



**For the province of Quebec, send to:**

Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8

**For other provinces and territories, send to:**

Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.



ANNEX D - COVID-19 VACCINATION REQUIREMENT CERTIFICATION

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, \_\_\_\_\_ (first and last name), as the representative of \_\_\_\_\_ (name of business) pursuant to \_\_\_\_\_ (insert solicitation number), warrant and certify that all personnel that \_\_\_\_\_ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (name of business) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_
Date: \_\_\_\_\_





### Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.



## ANNEX E - SECURITY REQUIREMENTS CHECK LIST (SRCL)



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

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

PART A - CONTRACT INFORMATION / PARTIE A - INFORMATION CONTRACTUELLE		
1. Originating Government Department or Organization / Ministère ou organisme gouvernemental d'origine		2. Branch or Directorate / Direction générale ou Direction
Global Affairs Canada		BERN
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		
Ground Maintenance services - gardening		
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 / A 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 <input type="checkbox"/>	COSMIC TOP SECRET / COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET <input type="checkbox"/>
TOP SECRET / TRÈS SECRET <input type="checkbox"/>		TOP SECRET / TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) <input type="checkbox"/>
TRÈS SECRET (SIGINT) <input type="checkbox"/>		TRÈS SECRET (SIGINT) <input type="checkbox"/>



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

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

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

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

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

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

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

- |  |  |  |   |
|--|--|--|---|
| <input checked="" type="checkbox"/> RELIABILITY STATUS / COTE DE FIABILITE | <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 : Security access screen for gardeners.

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



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité

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

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

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

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

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

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

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

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).