



**CANADA'S REPRESENTATIVE**

Geneviève Gervais  
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 and Grounds Maintenance Services for the High Commission of Canada to South Africa	
<b>Solicitation no.</b> 22-210278	<b>Date</b> June 22, 2022
<b>Proposal Delivery</b>  In order for the proposal to be valid, it must be received no later than <b>14h00 EDT</b> (Eastern Daylight Time), (Ottawa, Ontario time) on July 22, 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 #: 22-210278	
<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>



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## 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 and Attachment 1 to Annex B includes the Service Authorization Form.

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

### 1.2 SUMMARY

- 1.2.1 The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide landscaping and grounds maintenance 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 September 1st, 2022, for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one (1) year irrevocable option periods under the same terms and conditions.
- 1.2.3 The requirement may be subject to the provisions of the:
  - Canadian Free Trade Agreement (CFTA)
  - Canada - Chile Free Trade Agreement
  - Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
  - Canada - Columbia Free Trade Agreement
  - Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
  - Canada - Honduras Free Trade Agreement
  - 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/1/2003/26) (2022-03-29) Standard Instructions - *Goods or Services - Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26), 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 (2022-03-29) 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 (2022-03-29) 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 (2022-03-29) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect Service

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 Canada Post Corporation's (CPC) 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 should 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](#) (2022-03-29) *Standard Instructions - Goods or Services - Competitive Requirements*.
- 2.4.4** It is the Bidder's responsibility to:
- (a) obtain clarification of the requirements contained in the RFP, if necessary, before submitting a bid;
  - (b) prepare its bid in accordance with the instructions contained in the RFP;
  - (c) submit by closing date and time a complete bid;
  - (d) send its bid only to the address specified on page 1 of the RFP;
  - (e) ensure that the Bidder's name, and the RFP number are clearly visible on the attachment(s) containing the bid; and,
  - (f) provide a comprehensible and sufficiently detailed bid, including all requested pricing details, that will permit a complete evaluation in accordance with the criteria set out in the RFP.
- 2.4.5** Proposals received on or before the stipulated RFP closing date and time will become the property of Canada. All proposals will be treated as confidential, subject to the provisions of the Access to Information Act (R.S. 1985, c. A-1) and the Privacy Act (R.S., 1985, c. P-21), and other applicable law.
- 2.4.6** Unless specified otherwise in the RFP, Canada will evaluate only the documentation provided with a Bidder's proposal. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the proposal.
- 2.4.7** A bid cannot be assigned or transferred in whole or in part.

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

It is **MANDATORY** that the Bidder or a representative of the Bidder attend the conference **AND** the site visit. Conference will be held at the High Commission at 1103 Arcadia Street, Hatfield, Pretoria, 0083, South Africa on July 7, 2022 at 10:00 a.m., South Africa Standard Time (SAST). The site visit will also take place on July 7, 2022 at 11:00 a.m. (SAST). It will begin with the visit of the High Commission and will end with the visit of the Official Residence located at 40 Doreen Street, Colbyn, Pretoria, 0083, South Africa.

Bidders are requested to confirm their attendance with Canada's Representative no later than 3 working days before the conference and the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the conference and the site visit.



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.

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

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

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

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

## **2.7 APPLICABLE LAWS**

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

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

## **2.8 ENTIRE REQUIREMENT**

The RFP documents contain all the requirements relating to the RFP. Any other information or documentation provided to or obtained by a Bidder from any source are not relevant. Bidders should not assume that practices used under previous contracts will continue, unless they are described in the RFP. 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 **South African Rand (ZAR)** 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 **South African Rand (ZAR)** on the attached form Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).

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

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

### 3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

Canada will reimburse the Contractor for the direct expenses reasonably and properly incurred by the Contractor 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.

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

### 3.7 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-compliant, 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-compliant or constitute a default under the Contract.

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-compliant.

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

Certification Number	Certification Text	Initial
C1.1	<p><b>INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES</b></p> <p>In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, <b>if applicable</b>, the Integrity declaration form available on the <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">Forms for the Integrity Regime</a> website (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>), to be given further consideration in the procurement process.</p>	_____
C1.2	<p><b>INTEGRITY PROVISIONS - REQUIRED DOCUMENTATION</b></p> <p>In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">Ineligibility and Suspension Policy</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.</p>	_____
C2	<p><b>STATUS AND AVAILABILITY OF RESOURCES</b></p> <p>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,</p>	_____



Certification Number	Certification Text	Initial
	<p>resignation, dismissal for cause or termination of an agreement for default.</p> <p>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-compliant.</p>	
C3	<p><b>EDUCATION AND EXPERIENCE</b></p> <p>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.</p>	_____
C4	<p><b>FORMER PUBLIC SERVANT</b></p> <p>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.</p> <p>For the purposes of this clause, "former public servant" is any former member of a department as defined in the <a href="#">Financial Administration Act</a>, 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:</p> <ul style="list-style-type: none"> <li>a) an individual;</li> <li>b) an individual who has incorporated;</li> <li>c) a partnership made of former public servants; or</li> <li>d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.</li> </ul> <p>"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.</p> <p>"pension" means a pension or annual allowance paid under the <a href="#">Public Service Superannuation Act</a> (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the <a href="#">Supplementary Retirement Benefits Act</a>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <a href="#">Canadian Forces Superannuation Act</a>, R.S., 1985, c. C-17, the <a href="#">Defence Services</a></p>	<p>As per the definition provided, is the Bidder a FPS? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>_____</p>



Certification Number	Certification Text	Initial
	<p><a href="#">Pension Continuation Act</a>, 1970, c. D-3, the <a href="#">Royal Canadian Mounted Police Pension Continuation Act</a>, 1970, c. R-10, and the <a href="#">Royal Canadian Mounted Police Superannuation Act</a>, R.S., 1985, c. R-11, the <a href="#">Members of Parliament Retiring Allowances Act</a>, R.S. 1985, c. M-5, and that portion of pension payable to the <a href="#">Canada Pension Plan Act</a>, R.S., 1985, c. C-8.</p> <p>If the answer to any of the FPS questions is “yes”, the successful Bidder must comply with the process, fill out and sign the required forms. If applicable, Bidders agree that the successful Bidder’s status, with respect to being a FPS in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <a href="#">Contracting Policy Notice: 2012-2</a> and the <a href="#">Guidelines on the Proactive Disclosure of Contracts</a>.</p>	
C5	<p><b>USE OF SUBCONTRACTOR(S)</b> The Bidder must inform Canada if it chooses to use a subcontractor(s) to complete the Work or a portion of the Work. Canada reserves the right to approve or reject of the use of subcontractors as per the Resulting Contract Clauses part of this RFP.</p>	<p>Does the Bidder intend to use one or more subcontractors? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C6	<p><b>JOINT VENTURES</b> The Bidder must inform Canada if it is a Joint Venture and provide the information required in order to comply with the Bidder Instructions part of this RFP.</p>	<p>Is the Bidder a Joint Venture? Yes <input type="checkbox"/> No <input type="checkbox"/> _____</p>
C7	<p><b>COVID-19 VACCINATION REQUIREMENT</b> 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 is true and accurate for the entire duration of the contract.</p>	<p>_____</p>

**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 and point-rated technical evaluation criteria are included in ATTACHMENT 1 TO PART 4 – TECHNICAL EVALUATION CRITERIA

### 4.3 BASIS OF SELECTION

#### Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 30 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 60 points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 40% for the technical merit and 60% for the price.
4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 40%.
5. The bid evaluated price for each responsive bid will be determined as follows: Year 1 Price + (Year 2 Price x 4). The Year 2 Price is multiplied by four to evaluate Year 2 and the three optional periods of one year. For example: Using the table below, Bidder 1 has a Year 1 Price of \$9,000 and their Year 2 Price is \$11,500.  $\$9,000 + (\$11,500 \times 4) = \$55,000$ .
6. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60%.
7. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
8. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where only two bids are responsive and the selection of the contractor is determined by a 40/60 ratio of technical merit and price, respectively. The total available points equal 60 and the lowest evaluated price is \$50,000 (50).



<b>Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)</b>				
		<b>Bidder 1</b>	<b>Bidder 2</b>	<b>Bidder 3</b>
<b>Overall Technical Score</b>		45/60	35/60	15/60
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	NON RESPONSIVE
<b>Calculations</b>	<b>Technical Merit Score</b>	$45/60 \times 40 = 30.00$	$35/60 \times 40 = 23.33$	NON RESPONSIVE
	<b>Pricing Score</b>	$50/55 \times 60 = 54.54$	$50/50 \times 60 = 60.00$	NON RESPONSIVE
<b>Combined Rating</b>		84.54	83.33	NON RESPONSIVE
<b>Overall Rating</b>		1st	2nd	NON RESPONSIVE



## 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 (M)				
N°	Mandatory technical criteria	Instructions for preparing proposals	SATISFIED	
			Yes	No
M1	The Bidder must be legally registered as a Value-Added Tax (VAT) compliant entity by the South African Revenue Service (SARS).	Bidders must provide: <ul style="list-style-type: none"> <li>VAT Registration Certificate.</li> </ul>		
M2	The Bidder must have incorporated into its practices, in addition to the gardening products it usually uses, the use of gardening products that are environmentally friendly.  The High Commission privileged the use of green products certified/recognized in South Africa or from an international organization.  A list of these products can be founded at the following:  <a href="http://www.ecolabelindex.com/ecolabels/?st=country,za">http://www.ecolabelindex.com/ecolabels/?st=country,za</a>	Bidders must provide: <ul style="list-style-type: none"> <li>A list of <b>ALL</b> products that will be used to perform the work, including the name of the manufacturer <b>AND</b> clearly identified the products that are environmentally friendly.</li> </ul>		
M3	The Bidder must be able to provide detailed billing for services rendered, in accordance with Part 5 clause 5.18.5. Invoicing instructions.	Bidders must provide a sample invoice that includes: <ol style="list-style-type: none"> <li>Contractor's name and address;</li> <li>Date of the invoice;</li> <li>High Commissions address</li> <li>Name of the Project Authority;</li> <li>Description of the work performed;</li> <li>Contract number;</li> </ol>		



<b>Mandatory Technical Criteria (M)</b>				
<b>N°</b>	<b>Mandatory technical criteria</b>	<b>Instructions for preparing proposals</b>	<b>SATISFIED</b>	
			<b>Yes</b>	<b>No</b>
		g. Sets out Applicable Taxes, such as the Contractor's output VAT, as a separate item along with corresponding registration numbers from the tax authorities.		



**2.0 Point Rated Technical criteria**

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

**Bidders must obtain the required minimum of 30 points overall of the 60 points available in order to be evaluated on the basis of their financial proposal.**

Any bid which fails to obtain the required minimum will be declared non-compliant.

Point Rated Technical Criteria (R)			
N°	Point Rated Technical Criterion	Instructions for Preparing Proposals	Maximum Points
R1	In order to demonstrate that the Bidder fully understands the requirements, Bidders should describe how they intend to approach the work and meet the requirements listed in Annex A. Statement of Work.	<p>The Bidder should demonstrate the following:</p> <ul style="list-style-type: none"> <li>a. Processes / Procedures to monitor day-to-day work and procedures to verify quality assurance;</li> <li>b. Processes / Procedures to verify and control the arrival and departure times and absences of staff, and to assign replacement staff.</li> <li>c. Description of the employees training program that demonstrates all garden crew members receive adequate training to perform required duties such as, but not limited to:               <ul style="list-style-type: none"> <li>- Use of various garden machinery and tools;</li> <li>- Handling of gardening products (chemicals and green friendly) such as pesticides, insecticides, etc.;</li> <li>- Professional gardening service / maintenance techniques;</li> <li>- Appropriate handling, application and disposal of garden refuse.</li> </ul> </li> <li>d. Description of the annual refresher training program for employees;</li> </ul>	<b>/ 50</b>



Point Rated Technical Criteria (R)			
N°	Point Rated Technical Criterion	Instructions for Preparing Proposals	Maximum Points
		<p>e. Provided information on any professional certifications possessed by the garden crew members such as, but not limited to:</p> <ul style="list-style-type: none"> <li>- Professional certified Horticulturist;</li> <li>- Professional Irrigation System Specialist.</li> </ul> <p>f. Description of customer service capabilities, relationship to Mission, will an account manager be dedicated or not to the Mission, the response times, the service standards, or any other related details that may explain how customer service will be provided.</p>	

Rating Table: This Rating Table applies to Point Rated Technical Criteria 1 (R1)	
Allocation of Points	Description
<b>0 point</b>	The response includes very limited or no information.
<b>15 points</b>	The response includes some information, however, a substantial amount of information is missing.
<b>30 points</b>	The response includes most of the information required to meet the minimum requirements established however, there are weaknesses.
<b>40 points</b>	The response meets the minimum requirements and contains no significant weakness.
<b>50 points</b>	The response has demonstrated how the Bidder will meet the requirements. The response contains value added elements and demonstrates a complete and thorough understanding of the requirement.



Point Rated Technical Criteria (R)				
N°	Point Rated Technical Criterion	Rating Scale		Maximum Points
R2	<p><b>Experience in landscaping, gardening and systems irrigation maintenance</b></p> <p>a) In order to demonstrate the required experience, the Bidder should provide a complete list of past/present projects where the experience was gained.</p> <p>The following information should be provided for each project where the experience was gained:</p> <ul style="list-style-type: none"> <li>i. Location (city, country);</li> <li>ii. Period of the service (MM/YY to MM/YY) or, to current if project is still ongoing;</li> <li>iii. Size of the ground(s), in square meters (m<sup>2</sup>), for which services were/are required;</li> <li>iv. Brief description of the work; and,</li> <li>v. Description of the resources' roles and responsibilities in the project Provide a minimum of two (2) clients references</li> </ul> <p>The following information should be provided for each Clients references;</p> <ul style="list-style-type: none"> <li>vi. Client company name;</li> <li>vii. Name and title of the reference;</li> <li>viii. Email address; and</li> <li>ix. Telephone number.</li> </ul> <p>References may be contacted to verify the validity of the information provided by the Bidder. If the information verification does not match the requirements, then the Bid may be declared non-responsive.</p>	<p><b>0 points</b></p>	Less than 2 years of experience	/ 10
		<p><b>3 points</b></p> <p><b>5 points</b></p> <p><b>10 points</b></p>	<p>2 to 5 years of experience</p> <p>6 to 10 years of experience</p> <p>More than 10 years of experience</p>	
<b>TOTAL OF THE TECHNICAL SCORE:</b>				/ 60
<i>* A minimum of 30 points is required in order to evaluate bidder's financial proposal.</i>				



## 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](#) (2022-05-12);
- (c) Statement of Work (Annex A);
- (d) Basis of Payment (Annex B);
- (e) Security Requirements Check List (Annex C);
- (f) COVID-19 Vaccination Requirement Certification (Annex D);
- (g) Contractor's bid dated *yyyy-mm-dd*. (*Inserted at Contract award*)

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

## 5.3 AUTHORITIES AND COMMUNICATION

### 5.3.1 Canada's Representative

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

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

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

### 5.3.2 Project Authority

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

Name:  
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](#) (2022-05-12),  
*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 (3) additional *one (1) 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 thirty (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 Pretoria, South Africa.

#### **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**

There is no security requirement applicable to 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](#) (2022-05-12) *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](#) (2022-05-12) *General Conditions - Higher Complexity - Services*, the Contractor will be entitled, in accordance with the Basis of Payment (Annex B), to be paid only the amounts that have been reasonably and properly incurred to perform the Contract to the extent that the Contractor has not already been paid or reimbursed by Canada. Under no circumstance will Canada be liable to the Contractor for early termination of this Contract.

#### **5.18.8 Remittance to appropriate tax authority**

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

### **5.19 SUSPENSION AND INFRACTION**

#### **5.19.1 Suspension of the Work**

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

#### **5.19.2 Infraction**

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

### **5.20 INSURANCE TERMS**

#### **5.20.1 Insurance at Discretion of Contractor**

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

### **5.21 GOVERNANCE AND ETHICS**

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

The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act (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

### Landscaping and Grounds Maintenance Services for the High Commission of Canada to South Africa

#### 1. INTRODUCTION

The High Commission of Canada (HCC) to South Africa requires landscaping and grounds maintenance services at their Chancery and at the Official Residence located in Pretoria.

#### 2. BACKGROUND

The High Commission of Canada to South Africa is a diplomatic mission based in Pretoria that maintains a considerable property portfolio, including a Chancery and Official Residence. The High Commission is soliciting proposals for commercial landscaping and grounds maintenance services for the grounds located at the Chancery building at 1103 Arcadia St., Hatfield, Pretoria and at the Official Residence at 40 Doreen, Colbyn, Pretoria.

The services required at the Chancery covers an approximate area of 2,839 m<sup>2</sup> as for the Official Residence the area is approximately 11,611 m<sup>2</sup>.

#### 3. OBJECTIVE

The objective of this requirements is to provide professional landscaping and grounds maintenance services as per industry standards and best practices, thus maintaining the appearance and health of the grounds. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

#### 4. SCOPE

The contractor shall provide regular landscaping and grounds maintenance services to the Chancery and the Official Residence surrounding grounds. The services included, but not limited to, all personnel, materials, labour, supervision, tools, equipment and other items related to the services described herein.

While the majority of the services to be performed are listed below, other related services **may be required on an as-and-when requested basis.**

#### 5. TASKS/REQUIREMENTS

This section covers the detailed requirements in terms of landscaping and ground maintenance services. It is intended to provide guidelines for the work to be performed and is not intended to be an exhaustive list. The requirements set are not to be considered static as each season has its own specifications.

The Chancery and the Official Residence landscaping and 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.

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



The Contractor shall notify the Project Authority immediately, of any abnormal growth or the presence of pests and diseases. Any defects which cannot be corrected immediately must also be reported to the Project Authority.

The Contractor agrees to keep all landscaping areas, driveways, and pathways clean and tidy when performing work on site by removing and disposing of all litter, plant debris, animal waste, and other unsightly material.

The Contractor must meet **on request** with the Project Authority so that all parties are informed and up to date with the landscaping and grounds maintenance activities.

**5.1 Regular gardening and grounds maintenance services at the High Commission of Canada Chancery**

Location: 1103 Arcadia St., Hatfield, Pretoria

Estimated: \* 1 full time competent gardener

**\* This represent our estimation of the requirement in terms of personnel. Contractor must determine the level of personnel required so that services is rendered as described below.**

Schedule: 8 hrs/day, from Monday to Friday, between 06h00 and 17h00

Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Manual watering of potted plants and flower beds where there is no irrigation	X				
Cleaning of weeds/leaves in flower beds, including turning of soil and not just raking	X				
Ensure leaves and branches are clear from the electric fence	X				
Cutting of dead branches and trimming of hedges, shrubs and removal of dead plants	X				
Empty and clean all public ashtrays	X				
Empty all the on-site recycling bins and replace recycling bags	X				
Sweep all paved areas and remove debris	X				
Any other tasks which may not be listed, which are deemed reasonable by the HCC and the contractor. (i.e. set up patio furniture for events, etc.)	X				
Mow all lawns/grass areas on Chancery grounds, including trimming of edges		X			
Sweep and mop clean tiled surfaces and wooden deck, including wash down of deck furniture		X			
Sweep (and pressure wash as appropriate) all employee parking and loading bay, as well as basement parking. Remove all leaves from underneath the water grid in basement and in the sump pump		X			
Removal of weeds protruding from under and around Chancery deck area, as well as from paving and various garden beds and potted plants		X			



Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Taking out the City of Tshwane refuse bins on the designated day of collection and keeping this area clean of any overflowing refuse		X			
Check all irrigation pipes and fittings that they are in working order and replace fittings or pipes as needed and check the irrigation control box and report if not in working order		X			
Undertake all necessary pesticide and/or insecticide application on High Commission Chancery grounds.					<p><b>On a scheduled basis</b></p> <p>All methods to control pest and weeds must meet the requirements of the Health and Safety legislation and any relevant regulations/codes or prescriptions in South Africa. Prior to use of the chemicals, a Material Safety Data Sheet (MSDS) must be provided to the Project Authority and demonstrate how it meets the relevant requirements. Use of green friendly products is recommended, when possible.</p>
Provide new seasonal flowers/plants in the specified areas which will be included in this scope of work				X	<p>Seasonal flowers/plants must be approved by the Project Authority prior to delivery and planting.</p> <p>Cost related to new seasonal flowers/plants will be charged on a “As-and-When-Requested”, refer to section Annex B – Basis of Payment, 2. “As-and-When-Requested”, 2.2 Specialized Machinery, Materials and Supplies</p>
Provide compost, lawn dressing and topsoil to the lawns and flower beds				X	<p>Cost related to compost, lawn dressing and topsoil must be included in the monthly rate in Annex B – Basis of Payment, section 1. Regular Services, 1.1 Firm Monthly Rate</p>



**5.2 Regular gardening and exterior grounds maintenance services at the Official Residence (OR) of the High Commission**

Location: 40 Doreen, Colbyn Pretoria

Estimated: \* 2 full time competent gardeners

*\* This represent our estimation of the requirement in terms of personnel.*

**Contractor must determine the level of personnel required so that services is rendered as described below.**

Schedule: 8 hrs/day, from Monday to Friday, between 06h00 and 17h00

Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Daily mopping/scrubbing of all exterior tiled surfaces, squeegee to be used on wooden ramp by front entrance	X				
Daily manual watering of potted plants and ensuring the irrigation system is programmed and operating correctly to commence at 18h00 every day for approx. ten minutes on each station thus adequately watering the lawn and flower beds (including the lawn & flower beds outside the perimeter wall.)	X				The Contractor agrees to abide by any water restrictions that may be periodically imposed by the municipal and/or national government, in Pretoria, South Africa.
Daily removal of weeds from cracks in paving, various garden beds and potted plants	X				
Daily removal of garden refuse and any unsightly debris	X				
Watering lawn, trees, plants and flower beds manually as required	X				The Contractor agrees to abide by any water restrictions that may be periodically imposed by the municipal and/or national government, in Pretoria, South Africa.
Pruning and cleaning infected or damaged parts of trees, shrubs and perennial plants to improve their health and appearance	X				
Trimming and pruning of bushes, small trees, hedges and borders	X				
Check electric fence for branches, twisted wires, other debris	X				
Daily removal of all debris from the rocky pathways in the garden	X				
Daily checking of the pool to ensure that it doesn't leak in order to avoid flood of the garden	X				In case a leak is detected, the Contractor must immediately notify the Project Authority.
Mowing of all lawn areas		X			2x per week during Summer months
Weekly inspections to ensure leaves and branches are clear from the electric fence		X			
Weekly sweeping and pressure-washing (as required) of all paved areas and patio		X			



Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Check all irrigation pipes and fittings that they are in working order and replace fittings or pipes as needed and make sure the irrigation control panel in working order and that all stations functioning and report any faults		X			
Edging of flower beds		X			
Selecting and mixing ingredients, fumigating soil and applying suitable fertilizers to prepare and improve soil for growing plants		X			Fertilizers used shall be environmentally friendly, when possible. Adequate precautions shall be taken to avoid fertilizer damage to grassed areas and non-targeted plants. The Contractor shall be responsible for and shall repair all damage caused by its use of fertilizers.
Seasonally planting of seed, cuttings, root stock and bulbs or by transplanting stock (i.e. prior to winter months)		X			Must be approved by the Project Authority prior to delivery and planting. Related cost will be charged on a "As-and-When-Requested", refer to section Annex B – Basis of Payment, 2. "As-and-When-Requested", 2.2 Specialized Machinery, Materials and Supplies
Monitoring in-ground watering system and adjusting flow, sprinkler timing and maintenance of sprinkler system parts		X			The Contractor agrees to abide by any water restrictions that may be periodically imposed by the municipal and/or national government, in Pretoria, South Africa.
Hosing down and sweeping of the tennis court		X			The Contractor agrees to abide by any water restrictions that may be periodically imposed by the municipal and/or national government, in Pretoria, South Africa.
Blowing of leaves, sweeping of paved areas and walk-ways		X			
Cleaning of outside tiles and Main OR entrance (bird droppings, branches)		X			
Cleaning, maintenance of planter box at Main entrance to OR		X			



Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Providing feedback to OR Manager on repairs undertaken, changes made or needed so they can be reported to the High Commission Property Manager		X			
Check oil and gas levels of the OR Generator weekly and communicates to OR Manager to ensure timely refuel		X			
Maintain the compost heap/box and to remove all garden branches, cuttings, etc. from premises		X			
Check the borehole and pump in working order and report any faults		X			
Delivery and Installation of Top Soil, Compost and Lawn Dressing for the lawn and flower beds				X	On an annual basis <b>OR</b> more frequently, if required Cost related to compost, lawn dressing and topsoil must be included in the monthly rate in Annex B – Basis of Payment, section 1. Regular Services, 1.1 Firm Monthly Rate
Any other tasks which may not be listed, which are mutually agreed upon by the Canadian High Commission and the Contractor				X	
Planning work steps required to produce bedding stocks, blooms and mature plants at specified times of the year and to provide cost for replacement of seasonal planting				X	Must be approved by the Project Authority prior to delivery and planting.  Cost related to bedding stocks, blooms and mature plants will be charged on a “As-and-When-Requested”, refer to section Annex B – Basis of Payment, 2. “As-and-When-Requested”, 2.2 Specialized Machinery, Materials and Supplies.
Planting herbs, vegetables in the allocated garden, weeding and watering				X	Must be approved by the Project Authority prior to delivery and planting.  Cost related to herbs and vegetables to be planted will be charged on a “As-and-When-Requested”, refer to section Annex B – Basis of Payment, 2. “As-and-When-Requested”, 2.2 Specialized Machinery, Materials and Supplies



Tasks	Frequency				Special instructions
	Daily	Weekly	Monthly	Yearly	
Making recommendations for pruning of larger trees and shrubs, winterization				X	
Cleaning OR roof, removing leaves, branches, other debris				X	
Undertake all necessary pesticide and/or insecticide application (green friendly products when possible) on Official Residence grounds					<p><b>On a scheduled basis</b></p> <p>All methods to control pest and weeds must meet the requirements of the Health and Safety legislation and any relevant regulations/codes or prescriptions in South Africa. Prior to use of the chemicals, a Material Safety Data Sheet (MSDS) must be provided to the Project Authority and demonstrate how it meets the relevant requirements. Use of green friendly products is recommended, when possible.</p>

**5.3 As-and-When-Required Services at the High Commission of Canada Chancery AND at the Official Residence (OR) of the High Commissioner**

Other services, not included in section 5.1 and 5.2 may be required on an “As-and-When-Required Basis” using a Task Authorization form, see Attachment 1 to Annex B – Basis of Payment.

These services may include, but not limited to:

- Provides logistical and security assistance to OR staff in preparation for and during official hospitality events. This means taking care of all the elements of the garden which might create potential security concerns or hazards such as, but not limited to, overgrown bushes, fallen leaves, etc.;
- Assisting with removal/replacement of garden furniture before and after official functions;
- Cleaning garden furniture;
- Cleaning of lower garage, shelving, floors.

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.



### 5.3.1 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 one (1) business day of its receipt for request that will be identified as urgent and three (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

### 5.4 Quality Standards

The Contractor must implement a quality control and quality assurance program which include meeting with the Project Authority when required.

The Contractor must supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications, standards, and tasks.

The Project Authority may complete routine and random inspections. Any deficiencies must be responded to within one (1) business day by the Contractor and remedied within a reasonable time period as approved by the Project Authority.

The Project Authority shall have the right to inspect the procedures, methods and facilities utilized by the Contractor in complying with the requirements under this Contract.

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.

The Contractor will be responsible at its own expense for replacing any plants that wither and/or die because of the Contractor's negligence.

### 5.5 Equipment, Tools, Materials and Supplies

#### 5.5.1 Provided by the Contractor

The Contractor must itemize and record all intended equipment, tools, materials and supplies which will be stored onsite and provide the document to the Project Authority as/when required/requested.



#### 5.5.1.1 Equipment and Tools

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.

The Contractor shall ensure that all equipment and tools used to perform the work is in good working condition. The Project Authority reserve the right to have the equipment, tools judged to be unsafe, not suitable or defective removed. The Contractor is responsible to supply replacement equipment, tools of commercial type, if required.

In case of any failure caused of the equipment, tools during the performance of the work, the Contractor must carry out the appropriate repairs at its own expense

The contractor must provided equipment and tools such as the following, **but are not limited to**:

- Mechanized commercial lawn mowers;
- Manual lawn mowers;
- Weed eater;
- Leaf blowers;
- Telescopic pruning shears;
- Power washer and attachments;
- Wheel barrows;
- Approved pesticide pump and sprayer;
- Fuel for all equipment.
- All hand tools (Rakes, Shovels, Ladders, Mops, Cleaning agents, Buckets, Squeegee, Brooms, Refuse bags, etc.),
- Any other materials needed to perform the work that might not be listed here.

The Contractor must maintain the equipment, tools cleaned, sharpened and replace when broken.

#### 5.5.1.2 Materials and Supplies

All chemicals used by the Contractor to perform the Work must have a Material Safety Data Sheet (MSDS). The Contractor must provide the MSDS sheet to the Project Authority for approval prior to be able to bring the chemicals onsite.

The Embassy strongly encourages the use of environmentally friendly products, when possible.

The Contractor must remove and dispose of litter and grounds maintenance cuttings OR must make the appropriate arrangements so that the litter and grounds maintenance cuttings are removed and disposed.

All materials and supplies necessary to fulfill the services listed must be provided and included as part of the Regular Services as identified in **Annex B – Basis of Payment under the section 1 – Regular Services**.

#### 5.5.2 Provided by the High Commission

The High Commission will provide reasonable access to the premises listed.

A garden shed will be provided so that all equipment, tools, material, cleaning agents, etc. are kept neatly.



Hose bibs on the exterior of Canada owned buildings are available to the Contractor for the purposes of watering all living plants, including grass.

The High Commission will provide Water and electricity for onsite activities

The High Commission will provide a depot for green waste collected onsite;

**5.6 Schedule of Operations**

Unless specified otherwise, the landscaping and grounds maintenance operations must be provided within the following days and times:

All work at the Chancery and the Official Residence must be completed between 06h00 – 17h00, from Monday to Friday.

To prevent excessive noise, machinery must only be used after 08:00 am

**5.6.1 Statutory Holiday**

There will be twelve (12) designated holidays observed by the Mission per year, representing a combination of South African and Canadian holidays.

The Mission will be closed on statutory holidays. When a statutory holiday falls on a weekday (Monday to Friday) the operations will resume on the next following working day.

Monday	3 January	New Years (in lieu)
Monday	21 February	Family Day
Monday	21 March	Human rights Day
Friday	15 April	Good Friday
Monday	18 April	Easter Monday
Wednesday	27 April	Freedom Day
Monday	23 May	Victoria Day
Friday	1 July	Canada Day
Monday	5 September	Labour Day
Monday	10 October	Thanksgiving
Monday	26 December	Christmas (in lieu of Sunday Dec 25)
Tuesday	27 December	Boxing Day (in lieu of Monday December 26)

***\* These days may change from year to year, the holiday schedule will be provided by the Project Authority at the beginning of each contract year.***

**5.7 Contractor’s Personnel**

The Contractor must ensure that all staff have the required experience, knowledge, skills and competencies to perform landscaping and grounds maintenance work.

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.



The Contractor and its staff must have the ability to communicate verbally and understand written instructions in English.

The contractor must provide to the Project Authority a document setting out the name, residential address, date and place of birth of all employees intending to do the work.

#### **5.7.1 Replacements**

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.

#### **5.7.2 Accountability**

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

The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case 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 Project Authority. The Contractor will be held financially responsible for loss of Embassy property due to the contracted staff's negligence.

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

The High Commission of Canada will not be responsible for damage to the Contractor's equipment, tools, materials and supplies, or to the Contractor's employees' personal belongings brought or left onsite.

### **5.8 Health and Safety Requirements**

The Contractor is responsible for securing the areas where work will be performed and to provide all necessary equipment in order to do so;

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

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 South Africa 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.

The Contractor must provide training to all staff performing work under this contract as per the requirements of Health and Safety legislation in South Africa.



The Contractor must ensure that at least one of the assigned staff maintains valid first aid certification and that first aid kits are available onsite at all times.

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 South Africa.

## 5.9 Uniforms and Personnel Protective Equipment

All maintenance staff must be dressed in the same apparel which identifies them clearly as garden maintenance workers (e.g. company uniform w/ visible logo), uniforms must always be clean and in good condition and replaced on a yearly basis OR as needed OR at the request of the Project Authority, at the Contractor's own expense.

The Contractor must provide all staff the personnel protective equipment required in accordance with Health and Safety legislation in South Africa.

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

- Gloves;
- Ear protectors;
- Goggles;
- Appropriate footwear;
- Rain gear and protective uniform;
- First aid kits.

## 6. DELIVERABLES

The contractor must meet and deliver the following:

***Work Schedules and Work Plans must be submitted to the Project Authority for approval after the award of the contract AND prior to the work starting date.***

### 6.1. Health and Safety Plan

The Contractor must perform a Health and Safety Risk assessment of all its operations under this Contract. Within 14 days of the contract award, the Contractor must attend an initial meeting onsite to review their risk assessment and resultant safety plan.

The contractor must provide, within 14 days of the contract award and whenever required thereafter, a copy of a valid First Aid Certification for at least one of their assigned staff.

### 6.2 On-Site Logbook

The Contractor must maintain an on-site daily logbook of all landscaping and grounds maintenance activities performed. This logbook will be also used to record all requests, complaints, deficiencies or any other situations observed and relevant to the landscaping and grounds maintenance activities. Corrective actions must also be recorded and the logbook must be available for consultation by the Project Authority at all the time.

A copy of this logbook must be submitted to the Project Authority with the Contractor's monthly invoice.



The Project Authority will review the submitted logs, and review the work performed to confirm the quality of the Work.

Services/Maintenance Logs shall minimally contain the following elements, **but not be limited to**:

- Date and time of the work;
- Description of work completed; watering, weeding, grass cutting, fertilizing, pruning, etc.

## 7. CONSTRAINTS

- The Contractor must obtain from South Africa Police Service (SAPS) a clearance certificate for all employees assigned to work at HCC properties on a daily basis;
- The Contractor must provide copies of each assigned worker's ID documents and residential addresses;
- The Contractor must comply with the High Commission's standards of Values and Ethics (document will be provided at the contract award);
- The Contractor must use permanent staff and **is not permitted to utilize casual labour for services delivered at HCC properties.**
- The Contractor must adhere to South Africa labour laws concerning employee pay, leave (annual & sick) and hours worked per week.
- All contractor staff assigned under this contract must be enrolled in workman's compensation;
- All contractor staff must be a member of the UIF (Unemployment Insurance Fund);

## 8. LANGUAGE OF WORK

The Contractor and its staff must communicate verbally and understand written instructions in English.

## 9. LOCATION OF THE WORK

The work will be carried out at the following addresses:

- Chancery building, 1103 Arcadia St., Hatfield, Pretoria, South Africa
- Official Residence, 40 Doreen, Colbyn, Pretoria, South Africa



## ANNEX B - BASIS OF PAYMENT

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

- B.1.** The Contractor will be paid according to the firm monthly prices and the firm hourly rates indicated in their pricing schedule, in South African Rand (ZAR). The firm monthly prices and the firm hourly rates include all costs necessary to perform the work. Taxes are not included. Canada will be invoiced according to these rates.
- B.2.** The total estimated usage of Landscaping and Grounds Maintenance Services is provided in good faith and does not represent a commitment on the part of Canada. Canada's actual usage may be higher or lower. Canada will be invoiced according to the actual usage (firm monthly rates and number of hours used for "As-and-When Requested Services) and not based on the estimated number of hours per month.
- B.3.** Travel and living expenses will not be paid for any part of the Contract, including transportation costs to and from the place of duty, or any relocation necessary to satisfy the conditions of the Contract.
- B.4.** The rates will be enforced throughout the entire Contract, including the three irrevocable optional periods (if they are exercised) and will not be subject to future negotiation.
- B.5.** All firm monthly prices and all firm hourly rates will be increased by the annual inflation rate (or CPI) as published by Trading Economics for South Africa (<https://tradingeconomics.com/south-africa/inflation-cpi>) upon exercising each of the option periods. If the rate of inflation is negative, the rates will not be adjusted. Canada will use the most recent annual inflation rate data available within 90 days of the end date of the Contract.



### 1. Regular Cleaning Services

#### Firm Monthly Rate

PERIOD	Firm Monthly Rate (ZAR) Taxes Excluded (A)	Number of Months (B)	Subtotal (ZAR) Taxes Excluded (A) X (B)
Initial – Year 1		12	
Initial – Year 2		12	
Option Period 1 – Year 3	Please refer to B5	12	Please refer to B5
Option Period 2 – Year 4	Please refer to B5	12	Please refer to B5
Option Period 3 – Year 5	Please refer to B5	12	Please refer to B5
Total Estimated Cost (ZAR):			

### 2. As-and-When-Requested Services

#### Firm Hourly Rate

PERIOD	Firm Hourly Rate (ZAR) Taxes Excluded (A)	Estimated Number of Hours (B)	Subtotal (ZAR) Taxes Excluded (A) X (B)
Initial – Year 1		20	
Initial – Year 2		20	
Option Period 1 – Year 3	Please refer to B5	20	Please refer to B5
Option Period 2 – Year 4	Please refer to B5	20	Please refer to B5
Option Period 3 – Year 5	Please refer to B5	20	Please refer to B5
Total Estimated Cost (ZAR):			



### 3. Pricing Summary

<b>PERIOD</b>	<b>Subtotal (ZAR) Taxes Excluded (Evaluated Prices of Table 1 + Table 2) Table 1: Year 1 Price + (Year 2 Price x 4) Table 2: Year 1 Price + (Year 2 Price x 4)</b>
<b>Initial – Year 1</b>	
<b>Initial – Year 2</b>	
<b>Option Period 1 – Year 3</b>	<b>Please refer to B5</b>
<b>Option Period 2 – Year 4</b>	<b>Please refer to B5</b>
<b>Option Period 3 – Year 5</b>	<b>Please refer to B5</b>
<b>Subtotal:</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:</b> (To be completed by the contractor)					
<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 Requested 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 (EUR)	
	As per Annex B				
	As per Annex B				
<b>Section a – Total Cost (Taxes extra)</b>					



<b>b. Specialized Machinery and/or Materials and Supplies</b> (if required and if applicable) As per the terms and conditions identified in <b>Annex B – Basis of Payment</b> under section 2 – <b>As and When Requested Services</b> , for the work performed in accordance with this Service Authorization Form.					
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes extra)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase?	Total Cost (EUR)
<b>Section b – Total Cost (Taxes extra)</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</b> *(To be signed only when all of the above sections have been completed)					
Name of the Project Authority					
Signature					
Date (MM/DD/YY)					



## ANNEX C - 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	GAC	2. Branch or Directorate / Direction générale ou Direction PRET
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 GARDEN MAINTENANCE - OFFICIAL RESIDENCE AND CHANCERY		
5. a) Will the supplier require access to Controlled Goods? Le fournisseur aura-t-il accès à des marchandises contrôlées?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
5. b) Will the supplier require access to unclassified military technical data subject to the provisions of the Technical Data Control Regulations? Le fournisseur aura-t-il accès à des données techniques militaires non classifiées qui sont assujetties aux dispositions du Règlement sur le contrôle des données techniques?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. Indicate the type of access required / Indiquer le type d'accès requis		
6. a) Will the supplier and its employees require access to PROTECTED and/or CLASSIFIED information or assets? Le fournisseur ainsi que les employés auront-ils accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS? (Specify the level of access using the chart in Question 7. c) (Préciser le niveau d'accès en utilisant le tableau qui se trouve à la question 7. c)		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. b) Will the supplier and its employees (e.g. cleaners, maintenance personnel) require access to restricted access areas? No access to PROTECTED and/or CLASSIFIED information or assets is permitted. Le fournisseur et ses employés (p. ex. nettoyeurs, personnel d'entretien) auront-ils accès à des zones d'accès restreintes? L'accès à des renseignements ou à des biens PROTÉGÉS et/ou CLASSIFIÉS n'est pas autorisé.		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
6. c) Is this a commercial courier or delivery requirement with no overnight storage? S'agit-il d'un contrat de messagerie ou de livraison commerciale sans entreposage de nuit?		<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
7. a) Indicate the type of information that the supplier will be required to access / Indiquer le type d'information auquel le fournisseur devra avoir accès		
Canada <input type="checkbox"/>	NATO / OTAN <input type="checkbox"/>	Foreign / Étranger <input type="checkbox"/>
7. b) Release restrictions / Restrictions relatives à la diffusion		
No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>	All NATO countries Tous les pays de l'OTAN <input type="checkbox"/>	No release restrictions Aucune restriction relative à la diffusion <input type="checkbox"/>
Not releasable À ne pas diffuser <input type="checkbox"/>		
Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>	Restricted to: / Limité à: <input type="checkbox"/>
Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:	Specify country(ies): / Préciser le(s) pays:
7. c) Level of information / Niveau d'information		
PROTECTED A PROTÉGÉ A <input type="checkbox"/>	NATO UNCLASSIFIED NATO NON CLASSIFIÉ <input type="checkbox"/>	PROTECTED A PROTÉGÉ A <input type="checkbox"/>
PROTECTED B PROTÉGÉ B <input type="checkbox"/>	NATO RESTRICTED NATO DIFFUSION RESTREINTE <input type="checkbox"/>	PROTECTED B PROTÉGÉ B <input type="checkbox"/>
PROTECTED C PROTÉGÉ C <input type="checkbox"/>	NATO CONFIDENTIAL NATO CONFIDENTIEL <input type="checkbox"/>	PROTECTED C PROTÉGÉ C <input type="checkbox"/>
CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>	NATO SECRET NATO SECRET <input type="checkbox"/>	CONFIDENTIAL CONFIDENTIEL <input type="checkbox"/>
SECRET SECRET <input type="checkbox"/>	COSMIC TOP SECRET COSMIC TRÈS SECRET <input type="checkbox"/>	SECRET SECRET <input type="checkbox"/>
TOP SECRET TRÈS SECRET <input type="checkbox"/>		TOP SECRET TRÈS SECRET <input type="checkbox"/>
TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>		TOP SECRET (SIGINT) TRÈS SECRET (SIGINT) <input type="checkbox"/>

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité

Canada



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?  
If Yes, indicate the level of sensitivity.  
Dans l'affirmative, indiquer le niveau de sensibilité :  No / Non  Yes / Oui

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?  
Short Title(s) of material / Titre(s) abrégé(s) du matériel :  No / Non  Yes / Oui  
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 type="checkbox"/> RELIABILITY STATUS COTE DE FIABILITE	<input type="checkbox"/> CONFIDENTIAL CONFIDENTIEL	<input type="checkbox"/> SECRET SECRET	<input type="checkbox"/> TOP SECRET TRES SECRET
<input type="checkbox"/> TOP SECRET-SIGINT TRES SECRET - SIGINT	<input type="checkbox"/> NATO CONFIDENTIAL NATO CONFIDENTIEL	<input type="checkbox"/> NATO SECRET NATO SECRET	<input type="checkbox"/> COSMIC TOP SECRET COSMIC TRES SECRET
<input checked="" type="checkbox"/> SITE ACCESS ACCES AUX EMBLEMES			

Special comments:  
Commentaires spéciaux : ACCESS TO PROPERTY GROUNDS & GUARD HUT W/C AND KITCHEN ONLY

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 A 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	SECRET	TOP SECRET / TRÈS SECRET
											A	B	C			
Information / Assets / Renseignements / Biens / Production																
IT Media / Support TI																
IT Link / Lien électronique																

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

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?  No / Non  Yes / Oui  
 La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?

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 indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).



## 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.