



**CANADA'S REPRESENTATIVE**

Nancy Levasseur  
MISSION PROCUREMENT – AAO  
125 SUSSEX DRIVE  
OTTAWA, ONTARIO, CANADA, K1A 0G2

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

**Request for Proposal (RFP)**

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

<b>Title</b> Landscaping Services to the Embassy of Canada to Turkey in Ankara	
<b>Solicitation no.</b> 22-203543	<b>Date</b> July 19, 2022
<b>Proposal Delivery</b>  In order for the proposal to be valid, it must be received no later than 2 pm EDT (Ottawa, Ontario time) on August 25, 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 #: 22-203543	
<b>Offer to: Department of Foreign Affairs, Trade and Development Canada</b>  <b>We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.</b>  <b>Name and title of person authorized to sign on behalf of the supplier.</b>	
_____ <b>Signature</b>	_____ <b>Date</b>



**TABLE OF CONTENTS**

**PART 1 - GENERAL INFORMATION..... 3**

1.1 INTRODUCTION..... 3

1.2 SUMMARY ..... 3

1.3 CONTRACT DOCUMENT..... 4

1.4 INTERPRETATION..... 4

**PART 2 - BIDDER INSTRUCTIONS ..... 5**

2.1 LANGUAGE OF BIDS ..... 5

2.2 REFERENCE CLAUSES..... 5

2.3 STANDARD INSTRUCTIONS..... 5

2.4 SUBMISSION OF BIDS..... 6

2.5 SITE VISIT AND BIDDERS' CONFERENCE – MANDATORY ..... 7

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

2.7 APPLICABLE LAWS ..... 9

2.8 ENTIRE REQUIREMENT..... 9

2.9 DEBRIEFINGS..... 9

2.10 CHALLENGES..... 9

2.11 NO PROMOTION OF BIDDERS INTEREST..... 9

2.12 LEGAL CAPACITY..... 9

2.13 INCAPACITY TO CONTRACT WITH GOVERNMENT..... 10

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

3.1 BID PREPARATION INSTRUCTIONS..... 11

3.2 TECHNICAL BID INSTRUCTIONS..... 11

3.3 FINANCIAL BID INSTRUCTIONS ..... 11

3.4 FIRM PRICE ..... 12

3.5 FIRM HOURLY RATES..... 12

3.6 CERTIFICATIONS..... 12

3.7 INSURANCE REQUIREMENT..... 12

**ATTACHMENT 1 TO PART 3 - CERTIFICATIONS..... 13**

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION ..... 16**

4.1 EVALUATION AND SELECTION ..... 16

4.2 TECHNICAL EVALUATION..... 16

4.3 BASIS OF SELECTION..... 16

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

**PART 5 - RESULTING CONTRACT CLAUSES..... 20**

5.1 DEFINITIONS ..... 20

5.2 PRIORITY OF DOCUMENTS..... 21

5.3 AUTHORITIES AND COMMUNICATION ..... 21

5.4 STANDARD CLAUSES AND CONDITIONS ..... 22

5.5 GENERAL CONDITIONS..... 22

5.6 ENTIRE AGREEMENT..... 23

5.7 APPLICABLE LAWS..... 23

5.8 NUMBER AND GENDER..... 23

5.9 POWERS OF CANADA / STATE IMMUNITY..... 23

5.10 TIME OF THE ESSENCE..... 23

5.11 EXCUSABLE DELAY ..... 23

5.12 SEVERABILITY ..... 24

5.13 SUCCESSORS AND ASSIGNS ..... 24

5.14 SURVIVAL..... 24

5.15 PERFORMANCE OF THE WORK..... 24

5.16 CERTIFICATIONS..... 26

5.17 HEALTH AND SAFETY..... 27

5.18 PAYMENT TERMS ..... 27

5.19 SUSPENSION AND INFRACTION..... 28

5.20 INSURANCE TERMS..... 28

5.21 GOVERNANCE AND ETHICS..... 29

5.22 DISPUTE RESOLUTION..... 30

**ANNEX A - STATEMENT OF WORK ..... 31**

**ANNEX B - BASIS OF PAYMENT ..... 43**

**ATTACHMENT 1 TO ANNEX B – SERVICE AUTHORIZATION FORM ..... 46**

**ANNEX C - BIDDER’S REFERENCE TEMPLATE..... 48**

**ANNEX D – CURRICULUM VITAE FORMAT ..... 49**

**ANNEX E - SECURITY REQUIREMENTS CHECK LIST (SRCL) ..... 50**



## PART 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

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

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

Attachment 1 to Part 3 includes the Certifications, Attachment 1 to Part 4 includes the Evaluation criteria and the Attachment 1 to Annex B – Service Authorization Form.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B), Bidder's Reference Template (Annex C), Curriculum Vitae (Annex D) and the Security Requirements Check List (Annex E).

### 1.2 SUMMARY

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

**1.2.2** The Work is to be performed from the contract award date tentatively set for October 1st, 2022, for a period of 1 year. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of 4 additional one-year irrevocable option periods under the same terms and conditions.

**1.2.3** There are security requirements associated with this requirement. For additional information, consult Part 5 - Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, Bidders should refer to the [Contract Security Program](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) of Public Works and Government Services Canada (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

**1.2.4** The requirement may be subject to the provisions of the:

- Canadian Free Trade Agreement (CFTA)
- Canada - Chile Free Trade Agreement
- Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)
- Canada - Columbia Free Trade Agreement
- Canada - European Union Comprehensive Economic and Trade Agreement (CETA)
- Canada - Honduras Free Trade Agreement



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

### 1.3 CONTRACT DOCUMENT

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

### 1.4 INTERPRETATION

In this document, unless the context otherwise requires:

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

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

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

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

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



## PART 2 - BIDDER INSTRUCTIONS

### 2.1 LANGUAGE OF BIDS

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

### 2.2 REFERENCE CLAUSES

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

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

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

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

### 2.3 STANDARD INSTRUCTIONS

**2.3.1** The [2003](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/26) (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 epost connect

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by 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 must NOT be sent directly to Canada's Representative. Canada will not be responsible for bids delivered to a different address. Bids sent directly to Canada's Representative may not be considered.

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

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

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

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

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

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

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

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

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



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

- 2.4.3** Canada requires that each bid, at closing date and time or upon request from Canada's Representative, be signed by the Bidder or by an authorized representative of the Bidder. If any required signature(s) are not submitted as requested, Canada's Representative may inform the Bidder of a time frame within which to provide the signature(s). Failure to comply with the request of Canada's Representative and to provide the signature(s) within the time frame provided may render the bid non-responsive. If a bid is submitted by a joint venture, it must be in accordance with section 17 Joint Venture, of [2003](#) (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 SITE VISIT AND BIDDERS' CONFERENCE – MANDATORY**

- **Site visit**

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at the Embassy of Canada to Turkey located at Turan Emeksiz Sokak No:13, GOP, Ankara. on August 11th, 2022 and will begin at 10 am Ankara time, Turkey.

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.



- **Teleconference**

It is mandatory that the Bidder or a representative of the Bidder attend the conference on August 11th, 2022. Bidders mandatory virtual conference will be held via Webex application, and will begin at 2:00 pm Ankara time, in Turkey.

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

Bidders are requested to confirm their attendance with Canada's Representative no later than 2 working days before the site visit and conference and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit and conference.

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

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

Please note, any travel and other costs associated with attending a Bidders' conference and site visit form part of "Bid Costs" as per [2003](#) (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 ten (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

**Section I :** to be labeled « **Technical Bid** »;

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

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

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

### 3.3 FINANCIAL BID INSTRUCTIONS

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

Bidders must submit their Financial Bid in accordance with Annex B – Basis of Payment. Prices must appear in Section II **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 American Dollar (USD) 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 American Dollar (USD) on the attached form Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).
- 3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- 3.5.3** All payments will be made according to the terms of payment set out in the Draft Contract.

### 3.6 CERTIFICATIONS

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

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

### 3.7 INSURANCE REQUIREMENT

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex A.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.



## ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

### A1. CERTIFICATIONS REQUIRED WITH THE BID

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

#### A1.1 INTEGRITY PROVISIONS – DECLARATION OF CONVICTED OFFENCES

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

### A2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION

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

#### A2.1 INTEGRITY PROVISIONS – REQUIRED DOCUMENTATION

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

#### A2.2 STATUS AND AVAILABILITY OF RESOURCES

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



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

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

### A2.3 EDUCATION AND EXPERIENCE

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

### A2.4 FORMER PUBLIC SERVANT

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

#### DEFINITIONS

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

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

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

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



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

**FORMER PUBLIC SERVANT IN RECEIPT OF A PENSION**

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )  
If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

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

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

**WORK FORCE ADJUSTMENT DIRECTIVE**

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

If so, the Bidder must provide the following information:

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

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

**CERTIFICATION STATEMENT**

By 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

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 8 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 30 points.
2. Bids not meeting (choose "(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. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 60 %.
6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
7. 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 all three 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 equals 30 and the lowest evaluated price is \$45,000 (60).





**Basis of Selection - Highest Combined Rating Technical Merit (40%) and Price (60%)**

		Bidder 1	Bidder 2	Bidder 3
<b>Overall Technical Score</b>		10/30	20/30	30/30
<b>Bid Evaluated Price</b>		\$55,000.00	\$50,000.00	\$45,000.00
<b>Calculations</b>	<b>Technical Merit Score</b>	$10/30 \times 40 = 13,33$	$20/30 \times 40 = 39.56$	$30/30 \times 40 = 40$
	<b>Pricing Score</b>	$45/55 \times 60 = 49,09$	$45/50 \times 60 = 54$	$45/45 \times 60 = 60$
<b>Combined Rating</b>		62,42	80,67	100
<b>Overall Rating</b>		3rd	2nd	1st



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

**1. Mandatory Technical Criteria**

The bid must meet the mandatory technical criteria specified below. The bidder must provide the necessary documentation to support compliance with this requirement at bid closing. The section 3 of the RFP contains additional instructions that bidders should consider when preparing their technical bid.

Bids which fail to meet the mandatory technical criteria will be declared non-responsive. Each mandatory technical criterion should be addressed separately.

<b>Mandatory Technical Criteria (MT)</b>				
<b>#</b>	<b>Mandatory Criteria</b>	<b>Bid Preparation Instructions</b>	<b>Yes/No</b>	<b>Reference / Comments</b>
<b>M1</b>	<p><b>Corporate experience</b> The bidder must show they have been providing gardening, landscaping and ground maintenance services for a minimum of five (5) years within the last 10 years. Those contracts must have been for areas of 6,000 sqm and more.</p>	<p>Bidders must provide a minimum 3 references of clients by filling the <b>ANNEX C - BIDDER'S REFERENCE TEMPLATE</b>. The Embassy may contact the referees to confirm the information provided and seek clarifications on the quality of services.</p>		
<b>M2</b>	<p><b>Experience and Qualification of the Gardening Staff</b> The Bidders must appoint a Supervisor who has the ability to lead the gardening services. The proposed Supervisor must have a minimum of 5 years of experience within the last 10 years in gardening, landscaping and grounds keeping services.</p> <p>The proposed gardening personnel must have a minimum of 1 year of experience within the last 5 years in gardening, landscaping and grounds keeping services</p>	<p>Bidders must submit the c.v. of the Supervisor and the proposed gardening personnel by filling the <b>ANNEX D - CURRICULUM VITAE FORMAT</b>.</p>		
<b>M3</b>	<p><b>Bidder's certification</b> The Bidders must demonstrate that they have the valid permits to operate a company under the laws of Turkey.</p>	<p>The Bidders must provide copies of all necessary permits and licences of the relevant services issued by the competent authorities this must include but isn't limited to the following :</p> <ul style="list-style-type: none"> <li>(a) The Chamber of Commerce Activity Certificate and;</li> <li>(b) The Registration information on Official Gazette.</li> </ul>		



**2. 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 8 of the points in order to be evaluated on the basis of their financial proposal.

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

Table 1 – Rated Criteria Points Table		
#	Point Rated Technical Criteria	Maximum Points
RT1	The Work Plan	30

RT1 – The work plan			
Description	Instruction for Preparing proposals	Weighting	Score
The Bidder shall demonstrate it has obtained experience and that he has the abilities to provide the services required in this demand.	<p>In order to demonstrate the Bidder's professionalism, the following information should be provided:</p> <p>a. By referring to the Annex A – statement of work, the bidet must provide a work plan detailing how the contractor plan to accomplish the work detailed according to the number of employees.</p> <p>Example of elements that can be included : seasonal schedule of the work to be accomplished, with the resources allocated, frequency of treatments for plants according to varieties and the pest control action plan.</p>	<u>Allocation of points</u>	
		The response includes very limited or no information.	0 point
		The response includes some information; however, a substantial amount of information is missing.	8 points
		The response includes most of the information required to meet the minimum requirements, however, there are weaknesses.	15 points
		The response meets the minimum requirements and contains no significant weaknesses.	25 points
		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.	30 points
<b>Maximum Points Available</b>			<b>30</b>



## **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) Bidder's Reference Template (Annex C)
- (f) Curriculum Vitae (Annex D)
- (g) Security Requirements Check List (Annex E);
- (h) Contractor's bid dated yyyy-mm-dd. (*Inserted at Contract award*)

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

## 5.3 AUTHORITIES AND COMMUNICATION

### 5.3.1 Canada's Representative

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

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

### 5.3.2 Project Authority

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

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

### 5.3.3 Communication and Notices



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

#### **5.3.4 Management of the Contract**

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

#### **5.3.5 Contractor's Representative**

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

Name:

Title:

Company:

Address:

Telephone:

E-mail address:

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

#### **5.3.6 Amendment**

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

#### **5.3.7 Assignment**

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

### **5.4 STANDARD CLAUSES AND CONDITIONS**

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

### **5.5 GENERAL CONDITIONS**



[2035](#) (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 four additional one-year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

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





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

#### **5.15.5 Independent Contractor**

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

#### **5.15.6 Conduct**

The Contractor must:

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

#### **5.15.7 Assigned Individuals**

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

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

#### **5.15.8 Resources**

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

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

#### **5.15.9 Replacements**

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



#### 5.15.10 Compliance with Local Law

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

#### 5.15.11 Inspection and Acceptance

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

#### 5.15.12 Security Requirements

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

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

#### 5.15.13 Green Procurement

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

#### 5.16 CERTIFICATIONS



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

## **5.17 HEALTH AND SAFETY**

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

## **5.18 PAYMENT TERMS**

### **5.18.1 Basis of Payment**

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

### **5.18.2 Limitation of Price**

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

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

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

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

### **5.18.4 Audit**

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

### **5.18.5 Invoicing Instructions**

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

- (a) is submitted in the Contractor's name;
- (b) is submitted each month do so for each delivery or shipment;
- (c) only applies to the Contract;



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

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

#### **5.18.6 Discrepancies**

If the contents of the invoice and its substantiating documentation are not in accordance with the Contract or the Work is not in acceptable condition, Canada will notify the Contractor within 15 Days of the invoice receipt. The 30-Day payment period begins upon receipt of the revised invoice or the replacement or corrected Work. Failure by Canada to notify the Contractor within 15 Days will only result in the date specified in subsection 16 of [2035](#) (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 – Specific Requirements**



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

## 5.21 GOVERNANCE AND ETHICS

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

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

### 1. TITLE

Landscaping Services to the Embassy of Canada to Turkey in Ankara

### 2. INTRODUCTION

The Embassy of Canada to Turkey requires landscaping and grounds maintenance service at the Official Residence, in Ankara.

### 3. BACKGROUND

The Embassy of Canada in Ankara (hereinafter referred to the "Embassy") is soliciting proposals for commercial landscaping and grounds maintenance services at the official Residence of Canada, hereby referred to as the "Residence" and located at :Turan Emeksiz Sokak No:13, GOP, Ankara.

The Residence has 8,500 square meters of surface area. The grounds maintenance area represents approximately 6,500 square meters of lawns and flowerbeds.

### 4. OBJECTIVE

The objective of this requirement is to provide landscaping and grounds maintenance services without interruption, at the Residence and surrounding heritage grounds in Ankara, Turkey as per industry standards and best practices thus maintaining the appearance and health of the ground. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

### 5. SCOPE

The Contractor must provide landscaping and grounds maintenance service to the Residence and surrounding grounds including all skilled and licensed personnel, supervision, uniforms, tools, equipment and skills necessary to perform the required gardening services in a safe and effective manner as defined in this scope of work.

The gardening service includes, but is not limited to: lawn care, tree maintenance, shrub maintenance, installation and maintenance of perennial and annual plants, growing flowers in a greenhouse, repair and maintenance of irrigation system, removal of litter, testing of chlorine and PH in the swimming pool, and sweeping of the Official Residence (OR) grounds including a substantial area between the security fence and the street.

### 6. SERVICE/TASK SPECIFICATIONS

The contractor must meet and deliver the following:



## 6.1. REGULAR SERVICES

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

The guidelines, level of service, and specifications presented within this statement of work define the minimum acceptable standards of professional workmanship for landscaping and grounds maintenance services.

The Contractor shall provide knowledgeable and qualified resources to oversee the maintenance of the grass areas, trees, shrubs, gardens, and flowerbeds at the Residence and heritage grounds.

The focus of work should be on the areas linked to the use of the representational area of the Residence. This includes the main lane to the house and the side patio and lower lawn.

The requirements set for are not to be considered static. Each season has its own specific maintenance requirements, which may demand a departure from the established method.

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 gardening services must meet the highest industry standard. The purpose of the gardening services is to ensure that the garden is well kept and the ground is clean and free from litter at all times; presentable to residents and guests. The Contractor is expected to provide courteous and competent services to the Embassy.

### 6.1.1. Regular Services Techniques and Expected Result

#### 6.1.1.1. Fertilizer

Fertilize and lime the soil to promote proper health, growth, color and appearance of cultivated vegetation in accordance with horticultural practice for the type of vegetation, soil, weather conditions and seasons of the year.

- Apply fertilizer as per manufacturer's recommended application as required/requested;
- The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.
- High potash feed around the bases of flowering shrubs and plats;
- Nitrogen rich liquid feed to the lawn to green it up and encourage rapid growth;
- Lawn fertilizer with a relatively high phosphate and potassium level to encourage the strong roots;
- Fertilized areas must be watered following application.

#### 6.1.1.2. Weeding

Weed the grounds and gardens on a continuous basis to prevent the growth of weeds into lawn and landscapes. To ensure appropriate control, weeds are to be hand removed or sprayed prior to formation. Weed density of more than two (2) plants per square meter of grass area is not acceptable.

- Fork over and remove weeds, paying particular attention between plants in borders and beneath trees and shrubs;
- This includes the elimination of grass and weeds from cracks and joints, roads, sidewalks





- and curbs as required.
- Spray pesticides as required/requested.
- Prepare herbicide spray moisture according to manufacturers' recommendation and apply at recommended rate by means of fine spray. Use only when necessary and limit spraying to problem areas.
- Confine spray pattern to areas to be treated. Do not use mist blower.
- Use herbicides only when air temperatures are between 15C and 32C.
- Avoid spraying on windy days.

#### 6.1.1.3. Trimming and Pruning

Trim grass around trees, shrubs, cultivated areas, sprinkler heads, valves, fences, buildings, poles and structures so that height of grass does not exceed the height of the adjacent grass. Prune shrubs, vines, bushes, ground cover and trees to encourage plants growth in desired directions.

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

#### 6.1.1.4. Lawn maintenance:

Mow lawn at regular interval and maintain the height between 5 and 8 cm during entire growing season.

- Rake the lawn clear of twigs, leaves and other debris as requested/required;
- Mow the lawn with lawnmower or hand held brush cutter;
- Repair worn our areas of the lawn and re-seed any worn patches;
- Remove and control weeds from lawn by hand or using appropriate weed killer;
- Neaten up lawn edges paying particular attention to untidy, squashed or damaged areas;
- Aerate the lawn on a regular basis using a garden fork or appropriate mechanical equipment to encourage good drainage and to stimulate root growth;
- Level uneven areas of the lawn;
- Apply fertilizer as/when required/required.
- The grass cut must be even and smooth;
- Collect and dispose of grass clipping and cuttings immediately after mowing

#### 6.1.1.5. Shrub Maintenance:

Keep shrubs off sidewalks, clear of signs, and heights reduced to maintain safety.

- Shrubs shall be pruned as necessary to maintain the natural form of the plant, to maintain growth within space limitations and to eliminate damage or diseased wood;
- Fertilize all shrubs in early spring before new growth;
- Prune during early part of the growing season;
- Remove dead flowers by punching or use shears to cut off the flower stem below the spent flower and just above the first full set of leaves. Trim or lightly cut back any shoots that extend beyond the natural form of the plant;
- Remove the terminal portion of a branch to promote new growth and control the shape



and form of the plant. Trim or lightly cut back any shoots that extend beyond the natural form of the plant using shears.

#### **6.1.1.6. Irrigation systems:**

The performance of the irrigation system is critical to the growth and overall sustainability of the landscape.

- Monitor and maintain the complete set of irrigation lines and systems as required/requested;
- Check, adjust and repair any sprinkler heads causing excessive runoff;
- Adjust controllers to suit the water requirements of each season, plant community and weather changes;
- Clean and adjust drip emitters as required/requested;
- Repair all leaking or defective valves immediately upon occurrence.
- Ensure that the plants/trees/shrubs/gardens are adequately watered on a daily basis to promote proper health, growth, color and appearance.

#### **6.1.1.7. Watering**

Watering must take into account the kinds of vegetation, soil conditions, and the seasonal variations in plant moisture requirements.

- Ensure that all lawns, trees, shrubs and plant beds are adequately watered during the growing season.
- Use 'Deep Root Mechanisms' that allow watering and fertilizing below soil surface near active tree roots shall be used to water all large trees to ensure deep penetration and conservation of water
- Upon request, the Contractor must provide a watering schedule to the Project Authority.
- The use of hoses and other materials to maintain the grounds should not impede access to sidewalks and other paved areas where there is foot traffic.

#### **6.1.1.8. Garden beds:**

- Application of mulch with woodchips or similar on all garden beds as required with a minimum of every 12 months;
- Apply fertilizer to the garden beds every 3 months;
- Remove weeds by spraying or natural methods a minimum of once a month or as required/requested
- Trim to encourage healthy growth as required/requested;
- Mulch all cuttings and recycle in the garden beds;
- Undertake aerating/turning of garden beds on a regular basis;
- Establish and maintain a process for garden beds that will promulgate growth and appearance as the garden matures.

#### **6.1.1.9. Trees Maintenance:**

Trees must be inspected for structural integrity, broken branches, crossing branches, and general health conditions.

- Trees are to be inspected on a weekly basis and trimmed accordingly to prevent nuisance and/or damage; and necessary steps are to be taken to protect existing trees from decay and/or insect attack;
- Prune during early part of the growing season;



- Cut and remove dead and injured branches in manner that will not damage trees, but rather encourage healthy growth.
- Young trees shall be pruned for good structure.
- De-leafing and de-nutting must be completed on a regular basis but not less than once a year.

#### **6.1.1.10. Driveways, paths and drains**

- Driveways, paths, drains and grounds are to be swept clean immediately following all maintenance operations to ensure that all are free of any cutting, debris, etc.;
- This includes the elimination of grass and weeds from cracks and joints, roads, sidewalks and curbs as required.
- All drains are to be inspected and cleaned as required/requested to ensure easy water flow;
- Sweep and or hose the paved area at the pool ensuring any rubbish is picked up and placed at designated area as requested;
- Clear debris from gardens outside the walls as required/requested. Must be completed at least once a week;
- Power wash pathways, driveways, drainage pipes and multi-purpose court as required/requested. Must be completed a minimum of every week or as requested/required.
- Ensure that windows and motor vehicles are adequately protected against damages or breakages due to all grass, weed cutting and power washing operations. In the case of window panes, suitable screens must be installed to prevent inadvertent damage due to the weed eating operation. Where motor vehicles are found to be exposed to weed eating / mowing / power washing operations the owners must be requested to move the vehicles to a safe position failing which the cutting/mowing/power washing must be suspended in the affected area.

#### **6.1.1.11. Sweeping of the OR grounds including the area between the security fence and the street**

- This area must be swept free of dirt, leaves, dead growth, litter and debris;

#### **6.1.1.12. Daily pool maintenance**

- Daily testing of chlorine and PH in the pool will be performed during summer;
- Training and guidance will be provided by the pool contractor.
- Add required chemicals to balance the chemical levels in the pool.
- Record chemical levels and any chemicals added to the pool.

#### **6.1.1.13. Removal of Snow in winter**

- Remove snow when accumulation reaches 1 inch or when directed by the Project Authority;
- All side-walks, steps, building entrances, parking lots, exits and access routes from parking spots to the building entrance must be cleared.
- Apply an ice melting compound and a skid resistant material such as sand supplied by the Embassy.
- Special care must be used to that no damage occurs to the plants, lawn, or property from the equipment or the salting and sanding process.

#### **6.1.1.14. Pest Management and Chemical Control**

- Monitor the plants health continuously to determine if harm is being caused by plant pests. If so, corrective action must be taken.



- Control pest by use of chemical products is considered as a last resort. The Contractor must consult with the Project Authority for the best pest control method.
- Evaluate whether the chosen method is working after two weeks. If not, alternative methods should be used.
- Apply contact or systemic insecticides to control aphids, etc. Strictly follow manufacturer's specifications for use.
- Immediately notify the Project Authority of any insect or fungal damage.
- Do not use DDT (dichlorodiphenyltrichloroethane) insecticides.
- Avoid insecticides which are harmful to frogs, birds and other wildlife.
- Obtain the Project Authority's approval prior to proceeding with application of pest and disease control.
- All chemical will be used and applied in accordance with local laws governing use of herbicides as well as in accordance with the manufacturer's instructions.

## 6.2. AS AND WHEN REQUIRED SERVICES

Other services not included in section 6.1 – **Regular Services** may be required on an "as and when required basis" using a Service Authorization form (SA). The Work described in the SA must be in accordance with the scope of the Contract.

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

- Re-landscaping of areas damaged by construction / maintenance projects, vehicular movement, special events, weather conditions, etc.
- General grounds maintenance tasks of an unforeseen nature.
- The supply and planting or arranging of new or replacement shrubs, flowers, plants, seedlings, tree seedlings and grass as approved by Project Authority
- The Contractor shall also demonstrate the capability to deliver in-house indoor or outdoor landscaping services, advice and or proposals.

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

### 6.2.1. Service Authorization process

The Project Authority will provide the Contractor with a description of the service using the "Service Authorization" form specified in **ATTACHMENT 1 TO ANNEX B – SERVICE AUTHORIZATION FORM**.

The Service Authorization (SA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the activities. The SA will also include the applicable basis(bases) and methods of payment as specified in the Contract.

The Contractor must provide the Project Authority, within 1 calendar day of its receipt for request that will be identified as urgent and 3 calendar 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 C – Basis of Payment for the "As and When Required Services".



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.

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

## 7. QUALITY STANDARDS

The Contractor must take the utmost care for the safety of all outdoor plants, trees, shrubs, grass, etc., in accordance with professional standards, norms and guidelines for landscaping, horticulture and grounds maintenance.

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

In case of any failure caused by poor quality materials or cleaning products, deficient labour or poor functioning of the equipment during the performance hereof, the Contractor must carry out the appropriate repairs at its own expense and within the instructed time as indicated by the Project Authority.

The Project Authority reserves the right to change rules and regulations for the care, protection and administration of the premises at any time during this Contract.

## 8. WORKSITE EQUIPMENT, TOOLS MATERIALS AND SUPPLIES

### 8.1. Provided by the contractor

#### 8.1.1. Equipment and tools

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

Such equipment/tools can include but are not limited to the following:

- mechanized commercial lawn mowers, trimmers,
- manual lawn mower;
- leaf blowers;
- wheel barrow;
- telescopic pruning shears;
- ladders;
- power washer and attachments;
- approved pesticide pump and sprayer;
- spades, forks, hand trowels, secateurs, rakes, etc.

The equipment must ensure low level (permissible) noise and must not be more than five (5) years old.

The Contractor should be responsible for their own equipment although the contractor may use the existing OR equipment but the Embassy will not replace it when no longer of value.

#### 8.1.2. Materials and supplies



The contractor will be responsible to provide the transportation and the delivery of the materials and supplies necessary to accomplish the work described in section **6.1 – Regular Services**.

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.

### **8.1.3. Provided by the Mission**

#### **8.1.3.1. Facilities**

- The Embassy will provide access to the Residence.
- The Embassy will provide storage, washroom and kitchen facilities.
- The Embassy will provide electricity on site.
- The Embassy will provide sources of water for all watering requirements.

#### **8.1.3.2. Materials and supplies**

The Embassy will pay for plants, fertilizers, products for the pool and irrigation parts (such as valves, pressure regulator, filter, etc.) and all the products approved by the project authority. The contractor must submit all the invoices of the material and supplies purchased to accomplish described in section **6.1 – Regular services**, to the project authority within 2 days of the purchase.

## **9. WASTE MANAGEMENT**

The Contractor must comply with applicable legislation and by laws controlling garden waste disposal and recycling and possess all necessary certification and licensing.

All rubbish and waste created from the lawn, flowerbed and or tree maintenance must be collected and disposed immediately following the completion of the Work.

Maintain the garden free of accumulated waste and rubbish;

Reuse and recycle whenever possible.

The Contractor shall remove garden leaves and garbage from OR to an officially designated garbage collecting area.

## **10. SCHEDULE OF OPERATION**

Unless specified otherwise, the landscaping and grounds maintenance operations must be provided 40 hours a week from Monday to Friday between 08:00 and 17:00.

### **10.1. Regular Hours:**

Access to the site will be granted to the Contractor from Monday to Friday between 07:30 am and 05:30 pm and to prevent excessive noise, machinery will only be used after 09:00 am. Any other requirements for accessing the site outside these hours will require prior approval by the Project Authority.



## 10.2. Statutory holiday:

The Embassy has thirteen (13) bank holidays and it is closed on bank holidays. There will be thirteen (13) holidays during the year, including some Turkish statutory holidays and Canadian ones. The Contractor will be provided a list of holidays each year by the Project Authority. These days may change from year to year and do not necessarily correspond to the national holidays observed by Turkey. Gardening service provided to the Embassy must follow the holiday schedule and opening hours as determined by the Canadian Embassy.

The Project Authority (or delegates) will provide to the Contractor the Embassy holiday schedule along with requirements for those days at least two (2) weeks prior to the end of the calendar year;

## 11.CONTRACTOR'S PERSONNEL

The daily gardening services at the OR requires two (2) gardeners during summer period (April to November) and one (1) gardener during winter period (December to March).

The Contractor will be required to replace the regular gardeners when absent. Thus, the Contractor must propose at least four (4) gardeners for security clearance. The two (2) others will provide service cover whenever the main regular gardeners are absent

When needed, the Contractor must provide adequate work force to complete the job within the required frequencies and time frame.

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

The Contractor shall ensure that any employee of the Contractor working as a result of this contract shall be covered under SGK. This includes, but is not limited to personnel assigned to daily, weekly and monthly duties in the OR, their replacements, and their supervisors.

The Contractor shall ensure that all Turkish Labour Laws are met.

## 12.HEALTH AND SAFETY REQUIREMENTS

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.

Medical Fitness for Duty: The Contractor must ensure that all individuals designated to provide services under this contract are medically capable of safely performing the tasks that are likely to be assigned as part of their duties.

Physical Fitness for Duty: The Contractor must ensure that all individuals designated to provide services under this Contract are capable of facing physical challenges that are required as part of their duties.

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 Turkish 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 Turkey.

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

### **13.UNIFORMS AND PERSONNEL PROTECTIVE EQUIPMENT**

The Contractor must supply uniforms to the gardening personnel and clearly identify them as employees of the Contractor. Such uniforms must be selected in a manner that ensures a consistently excellent representational image (clean, neat and in good repair) for Canada and must be approved by the Project Authority prior to commencement of the work. The Contractor must ensure uniforms include:

- Shirts with collars
- Trousers
- Sweater or pullover
- Closed shoes
- Cap/hat
- Gloves
- Ear protectors
- Goggles
- Rain gear and protective uniform
- First aid kits.

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

### **14.REPORTING AND COMMUNICATIONS**

In performing this assignment, the contractor must interact with the Project Authority. The Contractor is required to meet with the Project Authority to resolve technical and contractual problems that might occur during the term of the contract or to discuss the progress made in the performance of the contractual obligations, at no additional cost to the Embassy.

Meetings will occur as problems arise and will be coordinated by the Project Authority. The Contractor will be given a minimum notice of three (3) working days of meeting date and time. Nevertheless, the notice period could be shorter depending on the urgency of the matters.

Face to face meetings are desired. However, telephone calls may be substituted on some occasions. The Contractor must make a good faith effort to resolve problems and issues.

### **15.RISKS MANAGEMENT AND MITIGATION**

The contractor is required to have a contingency plan to ensure continuity of the work in the event of unforeseen circumstances such as sickness and strikes.

In the event the contract comes to an end on account of termination or the expiry of the term/renewed term of the agreement, the Contractor shall render all reasonable assistance and help to the Embassy and to any new Contractor engaged by the Embassy, for smooth switch over and continuity of service.





## 16. RESPONSIBILITIES OF THE CONTRACTOR

Prepare a Work Plan and submit it to the Project Authority for approval within 2 weeks from contract award.

Provide all appropriate personnel, supervision, tools, uniforms and equipment.

The Contractor is responsible for supervision of the gardening personnel, and for performing service requirements and specifications at the frequency specified in **Section 6 – Service/Task Specifications**. Ensure that the work is done to the agreed standard of services.

The Contractor will be responsible for becoming familiar with the location of the water supplies and outlets at each location covered under this agreement.

Notify the Project Authority of critical issues that may affect the required standard of services. Ensure that any equipment and tools used for the gardening services are safe and met the highest operational standard.

Remove leaves, garbage and waste from premises after completion of the gardening and dispose of them in accordance with the local municipality regulations and waste management law. The contractor is liable for any and all damages incurred whether direct or indirectly through negligence.

The Contractor must immediately address health and safety non-compliance issues identified by the Project Authority and provide within two (2) days a written report of action taken to rectify the issues.

The Contractor must remedy any deficiencies within 24 hours of the notification.

## 17. DELIVERABLES

The Embassy will conduct inspections for all specifications identified in the Contract and will provide performance evaluations to the Contractor noting any deficiencies. The Contracting Authority shall make the final determination as to whether any task has been satisfactory performed.

The Project Authority will also maintain a record of deficiencies and provide record of this to the Contractor; this record will identify the areas requiring special attention on that day, which must to be completed by Contractor within twenty-four (24) hours of its receipt.

Contractor must remain responsible to make any necessary changes if the Project Authority determines that any task has not been performed adequately or satisfactorily. Contractor must correct the deficiency within twenty-four 24 hours from notice of the deficiency, or sooner depending on the severity of the task. Repeated failure to correct specification deficiencies resulting in issuance of subsequent Complaint to the Contractor may result in cancellation of the Contract.

The following criteria will be used by the Embassy to determine "Acceptance" of the Services provided under this SOW (see **Section 6 – Service/Task Specifications**).

- Frequency of tasks;
- Staffing;
- Complaints issued as a result of deficiencies by the residents of OR;
- Completion of the tasks as identified by location

The Contractor must use reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work with professional quality.



The official SGK document (“Sigortali Hizmet Listesi ”) which shows the salaries and social security insurance premiums paid by the Contractor must be submitted each month to the Embassy.

#### **18. TRAVEL COSTS**

Travel costs incurred while performing this assignment will not be reimbursed.

#### **19. WORKING LANGUAGE**

The supervisor must be able to communicate with the project authority in English. To speak, write and read in English. The gardeners must be able to communicate in Turkish.

#### **20. LOCATION OF WORK**

The work will be carried out at the following address: Turan Emeksiz Sokak No:13 Gaziosmanpasa, Cankaya, Ankara, Turkey.



**ANNEX B - BASIS OF PAYMENT**

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

**1. Regular Services**

**Firm Monthly Rate**

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

All fixed unit prices will be increased by the annual inflation rate (or CPI) as published by Trading Economics for the United-States [<https://tradingeconomics.com>] 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.

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per the calculation of the inflation mentioned below.

The bidder must ensure the quoted rates/prices represent at least a living wage in Turkey, defined as the minimum income necessary for a worker to meet their basic needs. As a reference, the actual gardeners are being paid a premium of 30% above the minimum wage.

Period	Firm Monthly Rate (April to November) (USD) 2 Gardeners Taxes Excluded	Number of Months	Firm Monthly Rate (December to March) (USD) 1 Gardener Taxes Excluded	Number of Months	Subtotal (USD) Taxes Excluded E
	(A)		(C)		
Initial Period (Year 1)		8		4	
<b>Evaluated price (Taxes excluded) (USD)</b>					



**2. As and When Requested Services**

As described in **Annex A – Statement of Work** under section **6.2 – As and When Requested Services**, upon request of the Project Authority, these services will be paid in accordance with the following two subsections ;

**a) Firm Hourly Rate**

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **8.1. Provided by the contractor**.

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

All fixed unit prices will be increased by the annual inflation rate (or CPI) as published by Trading Economics for the United-States [<https://tradingeconomics.com>] 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.

During the extended period of the Contract, the Contractor will be paid firm monthly rates, as per the calculation of the inflation mentioned below.

<b>AS AND WHEN REQUIRED SERVICES</b>				
<b>Period</b>	<b>Professional Qualified Staff</b>	<b>Firm Hourly Rates (Taxes excluded) (USD)</b>	<b>*Estimated number of hours per year</b>	<b>Subtotal</b>
		<b>(A)</b>	<b>(B)</b>	<b>(C = A x B)</b>
<b>Initial Period (First Year)</b>	Supervisor		96	
	Gardener		96	
<b>Evaluated Price (Taxes excluded) (USD)</b>				

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

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

Should a specific service request require the utilization of the contractor’s owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **8.1. Provided by the contractor** or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the contractor will be paid in accordance with the following two sub-sections, **the Contractor’s owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;

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

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



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

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

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

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

**3. Pricing Summary**

Period	Subtotal (USD) Taxes excluded (A)	Number of years of the contract with the option (B)
Initial Period (Year 1)		5
Subtotal (A x B)		
TAXES (if applicable)	%	Amount
TOTAL		



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

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



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

<b>Reference Form of Different Clients (Past or Current)</b>				
<b>Names &amp; Address of Current or Recent Clients</b>	<b>Start Date</b>	<b>End Date</b>	<b>Garden surface in m<sup>2</sup></b>	<b>Name &amp; Phone of Contact</b>





## ANNEX D – CURRICULUM VITAE FORMAT

**Proposed Position:**

**Name of Firm:**

**Name of Employee:**

**Profession:**

**Years with Firm:**

**Membership in Professional Organisations:**

Detailed Tasks Assigned

**Key Qualifications:**

Give an outline of the experience and training most pertinent to this assignment. Describe the *degree of responsibility held* on relevant assignments and give dates and locations. **Please be succinct.**

**Education:**

Summarize college/university and other specialized education, giving names of schools, dates attended and degrees obtained. **Please be succinct.**

**Employment Record:**

Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organization, title of positions held and location of assignments. For experience in *last ten years*, also give types of activities performed and client references, where appropriate. **Please be succinct.**

**Languages:**

Indicate proficiency in English or French: excellent, good, fair or poor.

**Certification:**

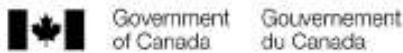
I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes my qualifications and my experience.

**Date:** Day/Month/Year

***Signature of authorized officer from the bidding firm***



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



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

**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	Embassy of Canada in Ankara	2. Branch or Directorate / Direction générale ou Direction
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 Gardening Services for the Official Residence		
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"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> Specify country(ies) / Préciser le(s) pays:	Restricted to: / Limité à: <input type="checkbox"/> 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"/>



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

**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: \_\_\_\_\_

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: \_\_\_\_\_  
Document Number / Numéro du document: \_\_\_\_\_

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

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

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

Special comments:  
Commentaires spéciaux: \_\_\_\_\_

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?

**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?

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?

**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?

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

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?

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?



Contract Number / Numéro du contrat

Security Classification / Classification de sécurité  
RS

**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	S	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	S	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?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui

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

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

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



Contract Number / Numéro du contrat [REDACTED]
Security Classification / Classification de sécurité RS

PART D - AUTHORIZATION / PARTIE D - AUTORISATION			
13. Organization Project Authority / Charge de projet de l'organisme			
Name (print) - Nom (en lettres moulées) Delphine Tardif		Title - Titre DMCO	Signature Tardif, Delphine Digitally signed by Tardif, Delphine Date: 2021.09.22 14:35:53 +03'00'
Telephone No. - N° de téléphone 385-3332	Facsimile No. - N° de télécopieur 385-3912	E-mail address - Adresse courriel Delphine.Tardif@international.gc.ca	Date
14. Organization Security Authority / Responsable de la sécurité de l'organisme			
Name (print) - Nom (en lettres moulées) Eric Russo		Title - Titre Readiness and Security PM	Signature Russo, Eric Digitally signed by Russo, Eric Date: 2021.09.22 18:46:41 +03'00'
Telephone No. - N° de téléphone 385-3312	Facsimile No. - N° de télécopieur 385-3912	E-mail address - Adresse courriel Eric.Russo@international.gc.ca	Date
15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached? Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?			<input checked="" type="checkbox"/> No / Non <input type="checkbox"/> Yes / Oui
16. Procurement Officer / Agent d'approvisionnement			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date
17. Contracting Security Authority / Autorité contractante en matière de sécurité			
Name (print) - Nom (en lettres moulées)		Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel	Date