

Gouvernement du Canada

Solicitation Number: 24-246432

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CANADA'S REPRESENTATIVE

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

Email:

internationalproposals@international.gc.ca

Request for Proposal (RFP)

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

Landscaping and Grounds Maintenance Services for the High Commission of Canada in Kingston, Jamaica. Date

Solicitation no.

24-246432 October 12th, 2023

Proposal Delivery

In order for the proposal to be valid, it must be received no later than 2:00 pm, EST (Ottawa, Ontario time) on November 14th, 2023. This date is referred to herein as the "Closing date".

Only electronic copies will be accepted and received at the following email address:

internationalproposals@international.gc.ca

Solicitation #: 24-246432

Offer to: Department of Foreign Affairs, Trade and **Development Canada**

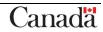
We hereby offer to sell to His Majesty the King in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Name and title of person authorized to sign on behalf of the supplier:		
Signature	Date	



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PART 1 - GENERAL INFORMATION

1.1 INTRODUCTION

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

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

Attachment 1 to Part 3 includes the Certifications, Attachment 2 to Part 3 includes the Financial Bid Form and Attachment 1 to Part 4 includes the Evaluation criteria.

The annexes include the Statement of Work (Annex A), the Basis of Payment (Annex B) and Security Requirements Check List (Annex C).

1.2 SUMMARY

- **1.2.1** The purpose of this RFP is to select a supplier to enter into a contract with the Department of Foreign Affairs, Trade and Development (DFATD) to provide Landscaping and Grounds Maintenance Services, as described in the Statement of Work (Annex A), for the High Commission of Canada in Kingston, Jamaica.
- **1.2.2** The Work is to be performed from the contract award date tentatively set for December 1st, 2023, for a period of two (2) years. However, in the event of unusual circumstances, the contract could be awarded at a sooner or later date. There is also the potential of three (3) additional one-year irrevocable option periods under the same terms and conditions.
- 1.2.3 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 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:
 - 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



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- 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, "His Majesty", the "Minister" or the "Government" means His Majesty the King 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.



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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: <u>It is strongly recommended that Bidders visit the above site to better understand</u> these clauses and conditions.

2.3 STANDARD INSTRUCTIONS

- **2.3.1** The <u>2003</u> (2023-06-08) Standard Instructions *Goods or Services Competitive Requirements* (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/27), 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 Corporation's (CPC) 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 eighty (180)

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 2.3.66



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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 (2023-06-08) Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service

This subsection is deleted in its entirety and does not form part of the RFP. Canada does not accept receipt of bid by means of a facsimile or by Canada Post Corporation's (CPC) Connect service.

2.4 SUBMISSION OF BIDS

2.4.1 Bids must be received by DFATD at the electronic address identified and by the date and time on page 1 of the Request for Proposal (RFP). Bids 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 (2023-06-08) 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 – MANDATORY

It is mandatory that the Bidder or a representative of the Bidder attend the site visit. It will be held at 3 West Kings House Road on October 25th, 2023, at 9:00 AM in Kingston, Jamaica.

Bidders are requested to confirm their attendance with Canada's Representative no later than 5 working days before the site visit and provide the names of the person(s) who will attend. Bidders will be required to sign an attendance form. Bidders should confirm in their bids that they have attended the site visit.

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

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



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Please note, any travel and other costs associated with attending a site visit form part of "Bid Costs" as per 2003 (2023-06-08) 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 5 business 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 favor 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.



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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 His Majesty) or section 154.01 (Fraud against His 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 His Majesty or section 418 (*Selling defective stores to His 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 <u>Competition Act</u>; 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 <u>Controlled Drugs and Substance Act</u>; or
- i) any provision under any law other than Canadian law having a similar effect to the above-listed provisions.



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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 <u>before</u> the solicitation closing date, and must be done in writing. This includes electronically transmitted responses. The latest bid received will supersede any previously received bids.

Section I: to be labeled "Technical Bid";

3.2 TECHNICAL BID INSTRUCTIONS

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

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

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

Section II: to be labeled "Financial Bid";

3.3 FINANCIAL BID INSTRUCTIONS

Bidders must submit their Financial Bid in accordance with ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM. 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 ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM are strictly for evaluation purposes and are not a guarantee under the contract.



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3.4 FIRM PRICE

- **3.4.1** Bidders must quote an all-inclusive Firm Price in Jamaican dollar (JMD) 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 Jamaican dollar (JMD) on the attached form Financial Bid Form. The Hourly Rates must include, but not necessarily be limited to, all costs resulting from the performance of the Work as described in this RFP, and all costs resulting from the performance of any additional Work described in the Bidder's Bid (unless clearly described as an option).
- **3.5.2** The Contractor will not be reimbursed for travel and living expenses incurred in the performance of the Work.
- **3.5.3** All payments will be made according to the terms of payment set out in the Draft Contract.

3.6 DISBURSEMENT OR OTHER DIRECT EXPENSES

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

Section III: to be labeled "Certifications";

3.7 CERTIFICATIONS

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



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ATTACHMENT 1 TO PART 3 - CERTIFICATIONS

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

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

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

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

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

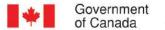
#	Certification Text	Initial
C1.1	INTEGRITY PROVISIONS - DECLARATION OF CONVICTED OFFENCES In accordance with the Integrity Provisions of the Standard Instructions, all Bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.	
C1.2	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), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.	
C2	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	



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	submit his/her résumé to Canada. The Bidder must, upon request from Canada's Representative, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-compliant.	
C3	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.	
C4	capable of performing the Work described in the resulting contract. 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. 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. "Iump 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. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. B-1, 1985, c. C-8.	As per the definition provided, is the Bidder a FPS? Yes □ No □ As per the definition provided, is the Bidder a FPS in receipt of a pension? Yes □ No □ As per the definition provided, is the Bidder a FPS who received a lump sum payment? Yes □ No □ No □
	websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive</u> <u>Disclosure of Contracts</u> .	





Signature of Authorized Individual

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Date

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USE OF SUBCONTRACTOR(S) Does the The Bidder must inform Canada if it chooses to use a subcontractor(s) to Bidder intent to complete the Work or a portion of the Work. Canada reserves the right to use one or approve or reject of the use of subcontractors as per the Resulting Contract more Clauses part of this RFP. subcontractors? C5 Yes □ No □ JOINT VENTURES Is the Bidder a The Bidder must inform Canada if it is a Joint Venture and provide the Joint Venture? information required in order to comply with the Bidder Instructions part of Yes □ C6 this RFP. No □ **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 of Authorized Individual



ATTACHMENT 2 TO PART 3 - FINANCIAL BID FORM

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

1. REGULAR SERVICES

Firm Monthly Rate

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

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

TABLE 1

	A	В	С	
PERIOD	Firm Monthly Rate (Including all labor, equipment, materials, tools and supplies) (JMD) Taxes Excluded	Number of Months	Subtotal (JMD) Taxes Excluded (A) X (B)	
Initial – Year 1		12		
Initial – Year 2		12		
Option Period 1 – Year 3		12		
Option Period 2 – Year 4		12		
Option Period 3 – Year 5		12		
	Evaluated Price (JMD):			



2. AS AND WHEN REQUIRED SERVICES

As described in **Annex A – Statement of Work** under section **5.2 – As and When Required Services**, upon request of the Project Authority, these services will be paid in accordance with the following two subsections, the <u>Firm Hourly Rate</u> and the <u>Specialized Machinery</u>, <u>Materials and Supplies</u>;

a) Firm Hourly Rate

The firm hourly rates include the cost of the resource equipped with the necessary equipment and tools such as the ones used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.4.1 – Provided by the Contractor** sub-section **5.4.1.1 – Equipment and tools**, fringe benefits, general and administrative expenses, overhead and profit, as applicable.

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

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option1, 2 and 3 below to perform all the Work in relation to the contract extension.

TABLE 2

	A	В	С
PERIOD	Firm Hourly Rate per resource (JMD) Taxes Excluded	Estimated Number of Hours	Subtotal (JMD) Taxes Excluded (A) X (B)
Initial – Year 1		60	
Initial – Year 2		60	
Option Period 1 – Year 3		60	
Option Period 2 – Year 4		60	
Option Period 3 – Year 5		60	
Evaluated Price (JMD):			

^{*}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 require the utilization of the Contractor's owned specialized machinery, other than the ones normally used for Regular Services and as outlined in **Annex A – Statement of Work** under section **5.4.1 – Provided by the Contractor** sub-section **5.4.1.1 – Equipment and Tools** or to proceed with a third party rental and/or requires the provision or purchase of materials and supplies, the Contractor will be paid in accordance with the following two sub-sections, the **Contractor's owned Specialized Machinery and/or Materials and Supplies** and the **Third party rental of Specialized Machinery and/or purchase of Materials and Supplies**;



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

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

The Contractor certifies that the price proposed for each items listed on this form is not in excess of the lowest price charged to anyone else, including the Contractor's most favored 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 (JMD) Taxes Excluded (Evaluated Prices of Table 1 + Table 2)	
Initial – Year 1		
Initial – Year 2		
Option Period 1 – Year 3		
Option Period 2 – Year 4		
Option Period 3 – Year 5		
Subtotal		
Taxes (if applicable)	%	Amount
TOTAL:		



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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 EVALUATION AND SELECTION

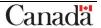
- **4.1.1** Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical evaluation criteria.
- **4.1.2** An evaluation team composed of representatives of Canada will evaluate the bids.

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 - LOWEST PRICE PER POINT

- 1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of 60% overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points."
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point will be recommended for award of a contract.



ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA

1.0 MANDATORY TECHNICAL CRITERIA

The proposal must meet the following mandatory technical criteria. The Bidder must provide the necessary documentation to demonstrate compliance with this requirement.

Proposals that do not meet the mandatory technical criteria will be considered non-responsive. Each mandatory technical criterion must be treated separately.

CRITERIA M1

Certificate and License

The Bidder must demonstrate by providing photocopies of the official certificates or documents that it has the authorization to operate as a landscaping and grounds maintenance services provider in Jamaica.

The Bidder must have an active authorization to operate as a landscaping and grounds maintenance services provider in Jamaica prior to Contract award.

If the certificates or documents are currently pending review or renewal by the government, copies of the pending documents must be provided.

COMPLIANCE	Yes	No
Has the Bidder provided the necessary documents to confirm authorization to operate?		

CRITERIA M2

Office Location

The Bidder must demonstrate that the company has an office located within 100 kilometers radius of;

3 West Kings House Road Kingston, Jamaica

COMPLIANCE	Yes	No
Has the Bidder provided the company's civic address located within the 100 kilometers radius?		



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CRITERIA M3

Corporate Experience

The Bidder must demonstrate that they have a minimum of sixty (60) months experience in providing gardening/landscaping/grounds maintenance services in **Jamaica** of similar size and scope to the requirement defined in Annex "A" Statement of Work, with an area of at least 5,000 square meters, including at least one outdoor grounds/gardens with representational spaces and managed a team of at least 3 members.

The experience must have been acquired within the last eight (8) years prior to the bid closing date.

The Bidder must demonstrate its experience by providing the following information for each project:

- a) Name of the client organization;
- b) Location of the work (country);
- c) Duration of services Start date and end date of the work;
- d) A brief description of the work;
- e) Size and type of grounds;
- f) Number of team members managed.
- g) Name and contact information of the reference (phone number or email)

The Bidder must provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.

COMPLIANCE	Yes	No
Has the Bidder demonstrated that it has experience for at least 60 months		
as a landscaping and grounds maintenance service provider in Jamaica		
for grounds at least of 5,000 square meters, included at least one outdoor		
grounds/gardens with representational spaces and managed a team of at		
least 3 members?		

Using the following table, the Bidder must provide the information for each experience. **One project per table**, should more than one table be required, it can be duplicated.

EXPERIENCE #1			
Name of the client organization			
Location of the work (country)			
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (State if still in progress)	Duration in months
	/	/	
Brief description of the work			
Size and type of grounds			
Number of team members managed			
Name and contact information of the reference	Name	Phone number or Email	

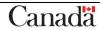


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2.0 POINT-RATED TECHNICAL CRITERIA

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

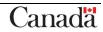
CRITERIA R1					
DESCRIPTION		R.A	RATING		
Corporate Experience The Bidder should demonstrate its experience in addition of the minimum 60 months of experience as a landscaping and grounds maintenance service provider in Jamaica for grounds areas larger than 5,000 square meters. The Bidder should demonstrate its experience by		61 to 84 months = 5 points 85 months and up = 10 points			
providing the following information for each project: a) Name of the client organization; b) Location of the work (country); c) Duration of services - Start date and end date of the work; d) A brief description of the work; e) Size and type of grounds; f) Number of team members managed. g) Name and contact information of the reference (phone number or email) The Bidder should provide a reference for each project. References may be contacted to verify the validity of the information provided by the Bidder.					
		SCORE	REFERENCE / COMMENTS		
Using the following table, the Bidder should provide the information for each experience. One project per table , should more than one table be required, it can be duplicated.					
	EXPERIENCE	#1			
Name of the client organization					
Location of the work (country)					
Duration of services	Start Date (MM/YY)	End Date (MM/YY) (State if still in progress)	Duration in months		
Size and type of grounds					
Number of team members managed					
Name and contact information of the reference	Name	Phone nun	nber or Email		



The following rating table will be used for criteria R2 and R3.

100% of the points	80% of the points	60% of the points	40% of the points	0% point
Substantial details are provided, allowing for a complete and thorough understanding of the requirement.	The response includes a significant amount of information required to be completed and contains several value-added elements.	The response includes most of the information required to be completed, meeting the minimum established, and contains no significant weaknesses.	The response includes some information, but there is also a significant amount of information missing. Some elements are poorly described.	The response is deficient.

CRITERIA R2			
DESCRIPTION	RATING	SCORE	REFERENCE / COMMENTS
Health and Safety The Bidder should demonstrate it has an occupational health and safety program covering elements required under Jamaican legislation. The Bidder should demonstrate that he has an occupational health and safety program by providing the following information:			
A) His current occupational health and safety policy	10 points		
b) The elements contained in its health and safety program which may include but are limited to: health and safety rules; correct work procedures; employee orientation program; training; workplace inspections; reporting and investigating	10 points		
c) Individual occupational health and safety responsibilities of workers; supervisors ar management	nd 10 points		
d) A list of specific elements included in its occupational health and safety program s as but not limited to: material handling rul vehicle safety rules; preventative mainten and their personal protective equipment requirements.	es; 10 points		



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ERIA R3		
RATING	SCORE	REFERENCE / COMMENTS
5 points		
5 points		
10 points		
	5 points 5 points	SCORE 5 points 5 points

CRITERIA	SCORE
R1	/10
R2	/40
R3	/20
TOTAL SCORE (passing mark is 60%)	/70



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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, "His Majesty", the "Minister" or the "Government" means His Majesty the King 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 <u>2035</u> (2022-12-01);
- (c) Supplementary Conditions;
- (d) Statement of Work (Annex A);



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- (e) Basis of Payment (Annex B);
- (f) Security Requirements Check List (Annex C);
- (g) Contractor's bid dated yyyy-mm-dd. (Inserted at Contract award)

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

5.3 AUTHORITIES AND COMMUNICATION

5.3.1 Canada's Representative

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

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

5.3.2 Project Authority

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

Name:

Title:

Department of Foreign Affairs, Trade and Development

Directorate:

Address:

Telephone:

E-mail address:

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

5.3.3 Communication and Notices

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



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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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2022-12-01), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.



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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



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Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

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

5.12 SEVERABILITY

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

5.13 SUCCESSORS AND ASSIGNS

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

5.14 SURVIVAL

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

5.15 PERFORMANCE OF THE WORK

5.15.1 Description of Work

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

5.15.2 Period of the Contract

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

5.15.3 Option to Extend the Contract

The Contractor grants to Canada an irrevocable option to extend the term of the Contract by up to three (3) additional one (1) year option periods under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment at Annex B.

5.15.4 Exercise of Option to Extend

Canada may exercise this option at any time by sending a written notice to the Contractor at least fifteen (15) 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 Kingston, Jamaica.



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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.

- 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 Canadabased 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** The Contractor shall be responsible to identify the Security Requirements of the Contract to their Subcontractors and to ensure that these requirements are complied with by subcontractors.
- 5.15.12.3 If the Contractor breaches Sub-paragraph (1) above, DFATD shall terminate this Contract immediately without notice or any further obligation to the Contractor.

 The Contractor shall immediately refund to the Receiver General of Canada via DFATD all unspent funds provided under this Contract

5.15.13 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.



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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.



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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 (2022-12-01) 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 (2022-12-01) 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*.



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5.20 INSURANCE TERMS

5.20.1 Insurance at Discretion of Contractor

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

5.21 GOVERNANCE AND ETHICS

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

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

5.21.2 Incapacity to Contract with the Government

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

- (a) paragraph 80(1)(d) (False entry, certificate or return), subsection 80(2) (Fraud against His Majesty) or section 154.01 (Fraud against His 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 His Majesty or section 418 (Selling defective stores to His 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.



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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.



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ANNEX A - STATEMENT OF WORK

Landscaping and Grounds Maintenance Services for the High Commission of Canada in Jamaica, in Kingston

1. INTRODUCTION

The High Commission of Canada in Kingston, in Jamaica requires Landscaping and Grounds Maintenance Services for its Chancery (CH), Official Residence (OR) and one staff quarter (SQ).

2. BACKGROUND

The High Commission is soliciting proposals for commercial Landscaping and Grounds Maintenance Services for the following locations:

Chancery

The High Commission office building (also referred herein as the "Chancery") is located at 3 West Kings House Road, Kingston 10, Jamaica and is a property of approximately 6350 square meters which comprise of flowerbeds, lawns, trees, shrubs, and palm trees.

Official Residence

The High Commission official residence is located at 14 Seymour Avenue, Kingston 10, Jamaica and is a property of approximately 5850 square meters which comprise of flowerbeds, lawns, trees, shrubs, and palm trees.

Staff Quarter - 2 Manor Park Drive

The High Commission owns the abovementioned property for which the lower section comprises approx. 1860 meters. The intention is to conduct landscaping and clean-up activities once per month. This area is predominantly trees, shrubs and a storm drain.

3. OBJECTIVE

To provide professional daily Landscaping and Grounds Maintenance Services without interruption at the Chancery, Official Residence and monthly Landscaping Services at one Staff Quarter. The work must be carried out, as per industry standards and best practices, thus maintaining the appearance and health of the grounds and the representational image of Canada in Jamaica. In order to achieve this objective, the levels of service and their specifications described herein must be followed.

4. SCOPE

The Contractor will be required to provide a range of daily Landscaping and Grounds Maintenance Services at the Chancery, Official Residence and one staff quarter accommodation located in Kingston, Jamaica, as detailed herein including all personnel, materials, supplies, labour, supervision, tools, equipment, and other items related to the services as described in this document, and is exempt only from those items that are specifically noted.



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5. TASKS/REQUIREMENTS

5.1 REGULAR SERVICES

The Contractor must perform all the following tasks:

The Contractor must deliver Landscaping and Grounds Maintenance Services at the Chancery, Official Residence and 2 Manor Park ensuring that at all times the gardens are well maintained with an even cut appearance, squared off lawns, weed-free cultivated flowerbeds and cleaning of all open spaces.

The Contractor must ensure that its qualified resources are on site at all time during working hours as per section **5.5 - Working Schedule** of this Statement of Work (SOW) while accomplishing the Landscaping and Grounds Maintenance Services tasks on the exterior grounds as well as for plants located inside the Chancery, the Official Residence and 2 Manor Park as described herein.

5.1.1 Overall landscaping, grounds maintenance and indoor plant care duties include but not limited to:

- Fertilizing;
- Weeding;
- Trimming and pruning;
- Lawn Maintenance;
- Garden beds;
- Irrigation systems;
- Trees:
- Watering;
- Driveways, paths and drains;
- Removal of all rubbish.

5.1.1.1 Fertilizing:

Done at a minimum once every six months and as required as per industry standards in order to maintain and ensure the health of the grounds and landscape.

Fertilization constitute at a minimum the following;

- Putting high potash feed around the bases of flowering shrubs and plants;
- Putting nitrogen rich liquid feed to the lawn to green it up and encourage rapid growth;
- Laying lawn fertilizer with a relatively high phosphate and potassium level to encourage the strong roots;
- Watering all fertilized areas following every application;
- The contractor will be solely responsible to provide all the required fertilizers as needed under all categories and areas.

5.1.1.2 Weeding:

Done at a minimum once every three months or as needed as per industry standards in order to ensure there is unhindered growth for the plants.



Weeding constitute at a minimum the following;

- Forking over and removing weeds while paying particular attention between plants in borders and beneath trees and shrubs;
- Eliminating grass and weeds from cracks and joints, roads, sidewalks and curbs as required.
- Spraying World Health Organization (WHO) approved pesticides as required.

5.1.1.3 Trimming and Pruning:

Done as required but at a minimum once every three months or as needed to ensure that all of the plants are looking healthy.

Trimming and Pruning constitute at a minimum the following;

- Lifting, dividing and replanting congested clumps of plants or over-sized herbaceous plants, discarding any weak sections;
- Pruning, cutting out any damaged, dead or crossing stems to ensure that all nutrients flow directly into the stem providing healthy growth;
- Pruning back deadhead flowering plants when they have finished flowering to promote the formation of new buds and encourage growth;
- Trimming hedges to avoid overgrowth;
- Trimming back herbaceous plants that have grown excessively;
- Layering shrubs and climbers;
- Trimming any overgrowth over the walls while ensuring that there is no ingrowth in the barbed wire fencing or any form of protective fencing.

5.1.1.4 Lawn maintenance:

Lawn must be maintained at a height of no less than 7 cm and no more than 10 cm. No more than one-third of the grass blade is to be removed in a single mowing. The lawn must be free of debris at all time.

Lawn maintenance constitute at a minimum the following;

- Raking the lawn to clear twigs, leaves and other debris;
- Mowing the lawn using a lawnmower or hand held brush cutter;
- Re-seeding any worn patches;
- Removing and controlling weeds from lawn by hand or using appropriate weed killer;
- Neaten up lawn edges paying particular attention to untidy, squashed or damaged areas;
- Aerating the lawn on a regularly basis using a garden fork or appropriate mechanical equipment to encourage good drainage and to stimulate root growth;
- Level uneven areas of the lawn;
- Applying fertilizer as required;
- The grass cut must be even and smooth;
- Collecting and disposing in designated area, the grass clipping and cuttings immediately after mowing;
- Reporting immediately to the Project Authority, damaged areas that may require laying down new sod.

5.1.1.5 Garden beds:

Done at a minimum once every three months and as required to maintain and ensure the health of the plants.



Garden beds maintenance constitute at a minimum the following:

- Application of mulch with woodchips or similar on all garden beds;
- Applying fertilizer to the garden beds;
- Removing weeds by spraying or by natural methods;
- Trimming to encourage healthy growth;
- Mulching all cuttings and recycle in the garden beds;
- Undertaking the aeration/turning of garden beds;
- Establishing and maintaining a maintenance process for garden beds that will promulgate growth and appearance as the garden matures;
- The contractor will be responsible to replace any plants that wither and/or die because of its negligence.

5.1.1.6 Irrigation systems:

Checked as required but at a minimum once every six months whilst making sure to report to the Project Authority for any major repairs.

Irrigation systems maintenance constitute at a minimum the following;

- Maintenance of the complete set of irrigation lines and systems;
- · Cleaning and adjusting drip emitters;
- The Contractor must ensure that the plants/trees/shrubs/gardens are adequately watered given seasonal considerations on a daily basis and to promote proper health, growth, color and appearance.

5.1.1.7 Trees & Large Plants at Chancery, Official Residence and Staff Quarters (Palm Trees and other Large Plants)

Done as required but at a minimum once a year to maintain the health of the trees and plants.

Trees & Large Plants maintenance constitute at a minimum the following;

- Trees and Large Plants 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;
- De-leafing, De-scaling, Chemical Treatment and De-nutting of Trees at the Chancery, OR and various staff quarter properties must be completed on a regular basis but not less than once a year while waste need to be properly disposed as per local municipal regulations;
- Contractor must make all the equipment's and additional labor available as required to facilitate
 the same. Existing on site workers will not be included. No additional cost will be paid by
 Canada;
- The Contractor must advise the Project Authority if a tree need to be replaced.

5.1.1.8 Watering systems:

Done on a daily basis to maintain the health of the plants/trees/shrubs/gardens. Make sure not to overwater.



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Watering constitute at a minimum the following;

• The Contractor must ensure that the plants/trees/shrubs/gardens are adequately watered given seasonal considerations and to promote proper health, growth, color and appearance.

5.1.1.9 Driveways, paths and drains:

Done as required at least once every month to ensure that the areas remain clean and tidy.

Driveways, paths and drains maintenance constitute at a minimum the following;

- Driveways, paths and drains are to be swept clean while eliminating grass and weeds from cracks and joints, roads, sidewalks and curbs immediately following all maintenance operations to ensure that all are free of any cutting, debris, etc.;
- All drains are to be inspected and cleaned to ensure easy water flow at all time;
- Sweep and or hose the paved area at the pool ensuring any rubbish is picked up and placed at designated area;
- Clear debris from gardens outside the walls;
- Power wash pathways, driveways, drainage pipes and multi-purpose court;
- The Contractor must ensure that the windows and motor vehicles are adequately protected against damages or breakages due to all grass, weed cutting and power washing operations. In the case of window panes, suitable screens must be installed to prevent inadvertent damage due to the weed eating operation. Where motor vehicles are found to be exposed to weed eating / mowing / power washing operations the Contractor must request the owner to move the vehicle to a safe position failing which the cutting/mowing/power washing must be suspended in the affected area and completed once the vehicle as moved to a safe position;
- Use power blower to clean out all stoned areas of waste, dry leaves as required.

5.1.1.10 Removal of all rubbish and place in designated area;

Done as required to maintain a clean appearance at all times.

Removal of all rubbish constitute at a minimum the following;

 Any/all rubbish and waste created from the lawn, flowerbed and or tree maintenance must be collected and disposed in the designated area immediately following the completion of the Work.

5.2 "AS AND WHEN REQUIRED SERVICES"

Other services not included in section **5.1 – 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.

These services could include, but are not limited to general grounds maintenance services of unforeseen nature, plants, flowers or tree removal and/or replacements or any other landscaping or grounds maintenance modifications requirements to its Chancery, OR and at its various staff quarters.

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".

Service Authorization process:

- 1. The Project Authority will provide the Contractor with a description of the service required using the "Service Authorization" form specified in **Attachment 1 to Annex B Basis of Payment**.
- 2. The Service Authorization (SA) will contain the details of the activities to be performed, a description of the deliverables and the desired timelines for its completion.
- 3. The Contractor must provide the Project Authority, within 1 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 B Basis of Payment** for the "**As and When Required Services**".
- 4. The Contractor must not commence work until a SA authorized by the Project Authority has been received by the Contractor. The Contractor acknowledges that any work performed before a SA has been received will be done at the Contractor's own risk.
- 5. Once the work will be completed, the Contractor will immediately notify the Project Authority in order for him/her to acknowledge the completion of the work and to perform a quality control check.

5.3 QUALITY STANDARDS

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

However, in the event of deterioration of any living plant due to a cause beyond the control of the Contractor the replacement of such plants will be performed by the Contractor on a periodical basis and must have pre-approval of the Project Authority.

Any anomalies which cannot be corrected immediately must be reported in writing as soon as possible to the Project Authority.

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

5.4 EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES

5.4.1 Provided by the Contractor

5.4.1.1 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 NOT limited to:

- · 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.
 - a) All equipment and tools necessary to fulfill the services listed in section **5.1 Regular Services** of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as identified in **Annex B Basis of Payment** under the section **5.1 Regular Services**.
 - b) The equipment must ensure low level (permissible) noise.
 - c) The Contractor must use gardening equipment that is of commercial type which must always be kept safe, in good working order and is replaced as necessary (e.g. when broken, damaged, unsafe or too old). Periodical testing of on-site equipment must be performed periodically in accordance with any Health & Safety requirement under Jamaica Law. All equipment's older than 3 years will need to be inspected by the Project Authority. Any equipment judge unsafe or not in good working order will have to be refurbished or replaced. The Contractor must be responsible for supplying suitable replacement equipment when asked.
 - d) Extra high demand items such as weed eaters and brush cutters must be carried to ensure that the daily tasks can be completed without loss of time.
 - e) The Contractor must ensure that his equipment is fitted with suitable safety devices at all times and that the persons operating such equipment are adequately trained and competent to do so.

5.4.1.2 Supplies and materials

a) All materials and supplies necessary to fulfill the services listed in section 5.1 – Regular Services
of this SOW must be provided and included as part of the Regular Services Firm Monthly Rate as
identified in Annex B – Basis of Payment under the section 5.1 – Regular Services.

5.4.2 Provided by Canada

5.4.2.1 Equipment and tools

Canada will not provide any equipment to the Contractor.

5.4.2.2 Materials and Supplies

- a) Canada will not provide any materials and supplies to the Contractor.
- b) For seasonal flowers and plants at the Chancery, a Service Authorization will be provided by the Project Authority to the Contractor. Only when approval from the project authority will be received that the Contractor will purchase and install the flowers and plants. Thereafter, it will be the contractor's responsibility to maintain it.

5.4.2.3 Facilities and services

a) A storage area will be provided to the Contractor. This room is not to be used as a lunch room by the Contractor's staff or resources.



- b) The Contractor must itemize and record all intended tools and equipment, which will be stored in the on-site storage area. This document will have to be provided to the Project Authority as/when required/requested.
- c) Canada will not be responsible for damage to the Contractor's equipment, materials, supplies, uniforms and tools, or to the Contractor's employee's personal belongings brought or left on the High Commission grounds.
- d) The water supplies for the landscaping and grounds maintenance services will be provided to the contractor.

5.5 WORK SCHEDULE

Unless otherwise specified, maintenance activities must be performed during the following days and times;

a) Regular hours:

Monday to Friday (07:00am to 17:00)

Any other requirements for access to the site outside of these hours must be approved in advance by the Project Authority.

b) Statutory holidays:

The Project Authority will submit to the Contractor Canada's statutory holiday schedule and requirements for those days at least two (2) weeks prior to the end of the calendar year. The Project Authority may exceptionally ask the Contractor to change the date of the visit to accommodate a last-minute contingency.

5.6 CONTRACTOR'S PERSONNEL

- a) The Contractor must provide 2 suitably skilled/trained gardening staff. One must be designated to work at the Chancery, and the other at the Official Residence.
- b) All contracted staff assigned to the High Commission under the Contract must be properly trained and able to perform the work required. All grounds keeping staff must adhere to the strictest requirements in terms of discretion and integrity as well as being medically fit to carry out their work.
- c) The Contractor must not change any staff without prior approval of the Project Authority.
- d) The Contractor will provide one (1) Supervisor who will be responsible for the performance of work and have the authority to represent and act on behalf of the Contractor. The supervisor will act as the point of contact with the Project Authority on all matters related to the requirement and the work undertaken. The name of Supervisor and an alternate or alternates, who will act for the Contractor when the project manager is absent, must be designated in writing to the Project Authority no less than 72 hours of an intended absence, such as vacation, long term sick leave, etc. The point of contact must have the ability to communicate verbally and understand written instructions in English.
- e) In case of absenteeism, a replacement must be provided by the Contractor. If the Contractor does not provide adequate replacement staff in case of absenteeism, any expenditure incurred by



Canada for operations must be recovered from the Contractor or adjusted against amount due and payable to the Contractor.

f) The Project Authority reserves the right to deny access and or request replacement to any contracted staff on the basis of security and or for any reasons.

5.7 BEHAVIOR

- a) The Contractor must ensure that grounds keeping staff maintain a positive image. The behavior of staff and/or representatives of the Contractor are essential factors in presenting a positive image, either in terms of politeness or knowledge.
- b) The Contractor alone will be responsible for the conduct, behavior and discipline to be maintained at the workplace and its environment thereof in respect of the resources engaged or hired by the Contractor. In case any misconduct which may or may not involve financial loss or burden to the mission's occupant, the Contractor alone must take suitable action against such defaulting resources in consultation with The Project Authority or delegate. The Contractor must remove or substitute any worker if the Project Authority so directs.
- c) In carrying out the work specified in this Statement of Work, the Contractor, with due recognition of the special nature of the High Commission, must take care and not inconvenience the business activities of High Commission personnel, clients and visitors.

5.8 HEALTH AND SAFETY

- a) The Contractor must ensure that health and safety guidelines are adhered to with respect to all health and safety regulations and measures including personnel and fire hazards recommended by National/local codes and/or prescribed by the authorities having jurisdiction concerning equipment, work habits and procedures.
- b) The Contractor must abide by the rules and regulations which Canada may from time to time make or adopt for the care, protection and administration of the premises and the general welfare and comfort of the visitor, owner / occupant's personnel.
- c) The Contractor's resources for this work must be in good health and free from any infection or disease and a medical fitness report needs to be submitted upon contract award for the assigned employees and prior to any replacement during the contract.
- d) The Contractor is responsible for medical check-ups, (blood work, x-ray, urine and stool analysis, etc.) as per Jamaica Labor Laws for all of the workers prior to their starting work at the High Commission. The cost will be borne by the Contractor. Personnel who, once the required medical check-ups have been completed, are found to be medically unfit by the Minister of the Interior, must not be allowed to work under this contract. Declaring Contractor staff as medically unfit can also be decided by the Contractor. The Project Authority will provide feedback to the Contractor if anything unusual is observed.
- e) All required personal protective equipment such as gloves, ear protectors, first aid kits, goggles, appropriate footwear, rain gear and protective uniform and any other health and safety requirements relevant to the tasks outlined herein.
- f) The Contractor must store and handle all chemicals, manure and fertilizer products in a safe and responsible manner.



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5.9 UNIFORMS AND PERSONAL PROTECTIVE EQUIPMENT

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

The Contractor must ensure uniforms include:

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

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

6. DELIVERABLES

6.1 QUALITY ASSURANCE AND INSPECTIONS

The Contractor must implement and present to the Project Authority within 2 weeks of contract award a quality control and quality assurance program including the provision of reports every 3 months thereafter outlining completed tasks and any anomalies noted during the accomplishment of the assigned task to the Project Authority. Any quality assurance inspection report which implies a performance for any part of the Work as inferior to the quality standards and or expected results must result in the application of corrective measures by Canada.

The Contractor will supervise their staff and perform regular inspection of the work in accordance with this Statement of Work and subsequently with its specifications and standards. The Project Authority may also complete routine and random inspections. Significant anomalies will be reported immediately to the Contractor by the Project Authority.

6.2 SCHEDULE OF OPERATIONS AND A YEARLY WORK PLAN

- a) Following the award of the Contract, the Contractor must immediately undertake to prepare a Schedule of Operations (i.e. a Work Plan). This schedule is to be prepared on a year-planner type basis and must include all required work.
- b) The Contractor must also prepare a simple to use, yet detailed Work Schedules for use by the Contractor's resource. These schedules must list the High Commission's daily, weekly and monthly routine and periodic grounds maintenance services.

The Schedule of Operations and the detailed Work Plan are to be delivered to the Project Authority within two weeks from contract award; for review and approval, in order to proceed with the work.



6.3 HEALTH & SAFETY RISK ASSESSMENT

The Contractor must perform a Health & Safety Risk assessment of all working operations under this contract. An initial site meeting must be held with the successful Contractor to review his risk assessment and resultant safety plan within 2 weeks of contract award and then reviewed once a year as instructed by the Project Authority.

6.4 MEDICAL FITNESS CHECK-UPS REPORT

The Contractor is solely responsible to provide a medical fitness report upon contract award for the assigned employees and prior to any replacement or newly affected resources during the contract.

7. CONSTRAINTS

All keys entrusted to the Contractor must be fully protected at all times, not leave the work premises and returned every day, before site departure. In the event keys are lost while in his custody (signed out), the Contractor must pay for expenses incurred for the replacement of all locks and keys affected by the loss.

8. LANGUAGE OF WORK

The supervisor and the gardening staff must communicate verbally and understand written instructions in English.

9. LOCATION OF WORK

The work will be carried out at the following address:

Chancery

The High Commission office building (also referred herein as the "Chancery") is located at 3 West Kings House Road, Kingston 10

Official Residence

The High Commission official residence is located at 14 Seymour Avenue, Kingston 10

2 Manor Park

The High Commission owns the abovementioned property for which the lower section comprises approx. 1860 meters. The intention is to conduct landscaping and clean-up activities once per month. This area is predominantly trees, shrubs and a storm drain.



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ANNEX B - BASIS OF PAYMENT

1. REGULAR SERVICES

Firm Monthly Rate

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

During the extended period of the Contract, the Contractor will be paid the following firm monthly rates, as per lines Option1, 2 and 3 below to perform all the Work in relation to the contract extension

TABLE 1

PERIOD	Firm Monthly Rate (JMD) Taxes Excluded
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	
Option Period 2 – Year 4	
Option Period 3 – Year 5	

2. AS AND WHEN REQUESTED SERVICES

Firm Hourly Rate

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

During the extended period of the Contract, the Contractor will be paid firm hourly rates, as per lines Option1, 2 and 3 below to perform all the Work in relation to the contract extension.

TABLE 2

PERIOD	Firm Hourly Rate per resource (JMD) Taxes Excluded
Initial – Year 1	
Initial – Year 2	
Option Period 1 – Year 3	
Option Period 2 – Year 4	
Option Period 3 – Year 5	



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ATTACHMENT 1 TO ANNEX B - SERVICE AUTHORIZATION FORM

	Service Authorization Form
Contractor's Name and Address:	(To be inserted at contract award)
Contract Number:	(To be inserted at contract award)
Service Authorization (SA) No.	

1. Required service: (To be completed by the Project Authority)							
A. Service des	A. Service description and expected outcomes						
B. Desired tim	elines		,				
Service to be	MM/DD/YY		Service to be	MM/DD/YY			
started by:	Start time (24 :00)		completed by:	End time (24:00)			
·	·	·		·	·		

2. Contractor's financial proposal: (To be completed by the Contractor)

A. Firm Hourly Rate

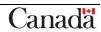
As per the terms and conditions identified in **Annex B – Basis of Payment** under section **2 – As and When Requested Services**, for the work performed in accordance with this Service Authorization Form.

Type of Resource	Firm Hourly Rate	Quantity of Hours Required	Total Cost (JMD)
Gardening Staff	As per Annex B		
	Section 2.A	a. – Total Cost (Taxes extra)	



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B. Specialized Machinery As per the terms and condit When Requested Services	tions identified in	Annex B – E	Basis of Payr	nent under se	ection 2 – As and
Specialized Machinery and/or Materials and Supplies	Cost per (Taxes extra)	Unit of Measure (i.e. hrs, day, lot, each, etc.)	Quantity required	Third party rental or purchase?	Total Cost (JMD)
	S	ection 2.B. –	Total Cost (Taxes extra)	
Section 2	2.A. Total Cost +	Section 2.B.	Total Cost (Taxes extra)	
			Taxes (If	f applicable)	
C. Contractor's financial	-		otion 2 P. To	otal + Tayaa)	
Grand	Total (Section 2.	A. TOTAL T SE	ction 2.b. 10	nai + Taxes)	
3. Contractor's Signature	,				
Name and title of individual for the Contractor	authorized - to si	gn			
Signature					
Date (MM/DD/YY)					
4. Project Authority's App *(To be signed only whe		sections hav	e been compl	eted)	
Name of the Project Authori	ty				
Signature					
Date (MM/DD/YY)					



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Solicitation Number: 24-246432

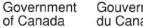
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ANNEX C - SECURITY REQUIREMENTS CHECK LIST (SRCL)

			Security Classification / Classification de	secunte	
		111	17.00		39
	ECURITY REQUIREM				
LISTE DE VERIFIO PART A - CONTRACT INFORMATION / PARTIE A			IVES À LA SECURITÉ (LVERS)		
Originating Government Department or Organization		RACTUELLE	2. Branch or Directorate / Direction génér	rale ou Direction	-
Ministère ou organisme gouvernemental d'origine	Global Affairs Canad	da	ACM / KNGTN		
 a) Subcontract Number / Numéro du contrat de so 	us-traitance 3. b) Name and Add	dress of Subcontractor / Nom et adresse du s	ous-traitant	
4. Brief Description of Work / Breve description du tra	avail				-2
The provision of ground maintenance services for the Cf		and Staff Quarters	5.		
5. a) Will the supplier require access to Controlled Go				✓ No Ye	
Le fournisseur aura-t-il accès à des marchandis		E C. Salve Section		L Non L Ou	14.1
5. b) Will the supplier require access to unclassified r Regulations?	military technical data su	bject to the prov	visions of the Technical Data Control	✓ No Ye Non Ou	
Le fournisseur aura-t-il accès à des données ter	chniques militaires non o	dassifiées qui so	ont assujetties aux dispositions du Règlement		Š
sur le contrôle des données techniques?					4
Indicate the type of access required / Indiquer le t		and the consequence	1,1-200 - 1-1	sa sana na masa	Ĵ
6. a) Will the supplier and its employees require acce				✓ No Ye	
Le fournisseur ainsi que les employés auront-ils (Specify the level of access using the chart in Q		nents ou a des t	biens PROTEGES et/ou/CLASSIFIES?	Non Ou	8
(Préciser le niveau d'accès en utilisant le tablea		stion 7. c)			
6. b) Will the supplier and its employees (e.g. cleaner		nel) require acce	ess to restricted access areas? No access to		
PROTECTED and/or CLASSIFIED information of Le fournisseur et ses employés (p. ex. nettoyeu) sumot ile sooi	is à des zones d'assès restraintes? L'assès	Non L Ou	Ā
à des renseignements ou à des biens PROTEG					
6. c) Is this a commercial courier or delivery requirem	nent with no overnight st	torage?	5	/ No Ye	
S'agit-il d'un contrat de messagerie ou de livrais	son commerciale sans e	ntreposage de n	nuit?	Non L Ou	Á
a) Indicate the type of information that the supplier	will be required to acce	ss / Indiquer le t	ype d'information auquel le fournisseur devra	avoir accès	8
Canada	NATO/O	TAN	Foreign / Étranger		
7, b) Release restrictions / Restrictions relatives à la		42 to 144	<u> </u>	Alternative State	2
No release restrictions	All NATO countries	·	No release restrictions		
Aucune restriction relative à la diffusion	Tous les pays de l'OT	AN	Aucune restriction relative à la diffusion	8	
200 200 200 200					
Not releasable					
À ne pas diffuser					
Restricted to: / Limité à :	Restricted to: / Limité	å:	Restricted to: / Limité à :		
Specify country(ies): / Préciser le(s) pays :	Specify country(ies): /	Préciser le(s) p	ays: Specify country(ies): / Précis	ser le(s) pays :	
7. c) Level of information / Niveau d'information	AZSO, ROJED DITARIO POR POR PORTO DE ANO		### ##################################	317 4.0	X
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			Security Classific	ation / Classification d	e securite
			1.		
Le fournisse If Yes, indic	eur aura-t-il accès à des renseig ate the level of sensitivity:	CTED and/or CLASSIFIED COMSEC		SSIFIĖS?	✓ No Yes
. Will the sup		ssibilite : y sensitive INFOSEC information o nements ou à des biens INFOSEC		,	✓ No Yes
	s) of material / Titre(s) abrégé(s)		de liable expelhenent delicate		
ART B - PER	Number / Numero du document RSONNEL (SUPPLIER) / PART	IE B - PERSONNEL (FOURNISSE	UR)		
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	SITE ACCESS ACCÈS AUX EMPLACEMEN	TS			
	Special comments: Commentaires spéciaux :				<u>18</u> 0
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